

10-5-24

STATE OF SOUTH CAROLINA ) EASEMENTS AND PROTECTIVE  
 ) COVENANTS AND RESTRICTIONS  
 COUNTY OF OCONEE..... ) FOR "HICKORY COVE ESTATES"

WHEREAS, John Wyatt Little, Sr. and John H. James are owners of property situate in Oconee County, South Carolina, and embraced by a plat entitled "Hickory Cove Estates", by Alvin C. Freeman, Registered Land Surveyor #2991, dated April, 1969, and recorded in the office of the Clerk of Court for Oconee County, South Carolina in Plat Book P-29, page 190; and

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of said lots and/or tracts, the owners and/or developers, John Wyatt Little, Sr. and John H. James do hereby impose the following protective and/or restrictive covenants on all of said lots and tracts with exceptions of those lots and/or tracts specified in the following restrictions and/or covenants:

1. LAND USE AND BUILDING TYPES:

The lots and/or tracts covered by these covenants shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than four cars, boathouses and piers and other buildings to accommodate uses hereinafter specifically allowed. It is specifically provided that no trailer or mobile home shall be placed or permitted to remain on any lot covered by these restrictions, nor shall such trailer or mobile home be used as an integral part of any structure placed on any of said lots.

2. Any fence within 75 feet of Hickory Cove Road, Horseman Drive, or Hickory Cove Lane will be of either wood, brick, block, or stone construction.
3. Lots and/or tracts cannot be sub-divided.
4. All dwellings or buildings will be erected at least 50 feet from Hickory Cove Road, Horseman Drive, and Hickory Cove Lane and also at least 10 feet from property lines.
5. No commercial activity of any kind is to be conducted on any lot and/or tract with exception of lot or lots L-4, L-5 and L-6.

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6. DWELLING QUALITY AND SIZE:

No building shall be erected, placed or altered on any of said lots unless the external design consists of at least 90 percent of one or more of the following: brick, native stone, redwood, glass, cypress, square edgewood siding, rustic wood, plywood, or cedar shakes. No building shall be constructed of asbestos siding, perma-stone, or other similar materials or of exposed concrete block, cinder block or any other similar type blocks without written approval of developers.

7. All dwellings built must have an appraised value of at least \$20,000.00 (exclusive of land value) based on current prices in 1970. Any exception must be supported by written approval from the developers after close evaluation of the house plan and this approval will in writing list or approve the specifications to which the house is built, (in such case, the lot or tract owner will sign a written statement to the effect that he will adhere to the written specifications).

8. Any buildings other than the lot and/or tract owners' houses will have to be approved by the developers, prior to and following construction.

9. OIL AND MINING OPERATIONS:

No oil or mining operations shall be conducted upon any lot and/or tract.

10. NUISANCES:

No noxious or offensive activity shall be carried on upon any of said lots nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. TEMPORARY STRUCTURES:

No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed, allowed to remain or used on any of said lots at any time as a residence, either temporarily or permanently.

12. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 2 feet by 3 feet, one sign of not more than 2 feet by 3 feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. SEWERAGE DISPOSAL:

All sewerage disposal, until when and if city, or similar, public sanitary sewerage lines shall be available, shall be by individual septic tanks inspected and approved by the State Board of Health of South Carolina. No septic tanks will be allowed after public sanitary sewerage lines are available.

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14. UTILITIES EASEMENT:

An easement for utilities is reserved along the side and back property lines of tracts and lots.

15. ANIMALS:

Keeping of domesticated animals is acceptable. However, every tract and/or lot owner will be responsible and liable for their animals and its actions. If such animals become a nuisance or pose a health problem to landowners within the development, these animals will have to be kept in a kennel and/or on a leash.

16. SWIMMING AND BOATING:

Developers will provide free and unrestricted access to the lake for boating and swimming to lot and/or tract owners.

17. All boat houses, ramps, docks, etc. will meet Duke Power Company's specifications.

18. TRASH AND DEBRIS DISPOSAL:

No trash or debris burning within the development without written approval from the developers unless burned in an incinerator which has been approved by the developers; each lot and/or tract owner shall be responsible for disposing of his own garbage or debris or trash. No dumping or littering of water or property within this development. A garbage delivery service may be available.

The various restrictive measures and provisions of this instrument are declared to constitute mutual restrictive covenants and servitudes for the protection and benefit of each lot; failure by the undersigned or any other person or persons entitled to do so to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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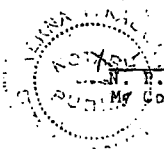
STATE OF FLORIDA )  
COUNTY OF Alachua ) PROBATE

PERSONALLY appeared before me Heinz Dinter  
(insert name of witness #1)  
and he solemnly swore that he saw the within named John H. James,  
sign, seal and as his last act and deed, deliver the within written  
testations and execute the same for the purposes within  
mentioned and explained, and that he with \_\_\_\_\_

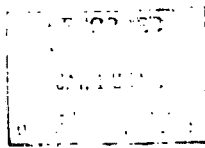
John K. Stephens witnessed the execution thereof.  
(insert name of witness #2)

Sworn to before me this 9th )  
day of ~~XXXXXXXXXXXX~~ )  
January, 1970. )

X \_\_\_\_\_  
(sign. of witness #1)



HEINZ DINTER  
Notary Public for State of Florida  
My Commission Expires: \_\_\_\_\_



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CLE  
OCCO

JAN 13 10 28 AM '70

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Recorded this 13 day of January A.D. 1970  
Vol. 10-S, Page 246

*Roy D. Hudson*  
Oconee County, S. C.  
C. C. C. P. G. S.

920-5-01

11-D-231

STATE OF SOUTH CAROLINA ) AMENDMENT OF EASEMENTS AND  
 ) PROTECTIVE COVENANTS AND RESTRICTIONS  
 COUNTY OF OCONEE..... ) FOR "HICKORY COVE ESTATES SUBDIVISION"

WHEREAS, John Wyatt Little, Sr. and John H. James, OWNERS, did previously agree by document entitled "Easements and Protective Covenants and Restrictions for "Hickory Cove Estate", recorded in Deed Book 10-S, page 246, records of Oconee County, South Carolina, to reserve certain easements and to restrict to use and subject to protective covenants running with the land, certain lots, the same being known as Hickory Cove Estates Subdivision, as shown by plat thereof by Alvin C. Freeman, Registered Land Surveyor, dated April, 1969, and recorded in the office of the Clerk of Court for Oconee County, South Carolina, in Plat book P-29, page 190; and

WHEREAS, the parties to this agreement are the sole owners of property in the said Hickory Cove Estates Subdivision, and each of them have agreed to amend certain protective covenants and restrictions and add additional covenants and restrictions as hereinafter set forth;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS That, we, the undersigned, for and in consideration of the sum of One and 00/100 (\$1.00) Dollars to each other in hand paid, and the mutual covenants and promises made herein, do hereby agree to the following amendments and additions to the easements and protective covenants and restrictions for Hickory Cove Estates. Reference is made to the paragraph numbers of the original agreement, dated the 9th day of January, 1970, recorded in the office of the Clerk of Court for Oconee County, South Carolina in Book 10-S, page 246.

(a) Paragraph No. 2 is amended to read as follows:

"All perimeter fences will be of rock, brick, stone or wood construction."

(b) Paragraph No. 3 is amended to read as follows:

"Lots and/or tracts cannot be subdivided, with the exception of the lots designated as Lots A, B, C, D, E, F, G, K, L and M, which may be subdivided into no more than three (3) lots, reference to plat of same prepared by Alvin C. Freeman, Registered Land Surveyor, dated April, 1969, and recorded in the office of the Clerk of Court for Oconee County, in Plat book P-29, page 190."

(c) Paragraph No. 15 is amended to read as follows:

"Keeping of domesticated animals is acceptable. However, every tract and/or lot owner will be responsible and liable for their animals and its actions. If such animals become a nuisance or pose a health problem to landowners within the development, these animals will have to be kept in a kennel and/or on a leash. Dog kennels and other structures used for the housing of domesticated animals will be at least 5 feet

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from property boundaries and at least 50 feet from the water front and roads or streets."

(d) Paragraph No. 17 is amended to read as follows:

"All boat houses, ramps, docks, etc., will meet Duke Power Company's specifications. Boat docks, piers, moorings, swimming enclosures, etc., may not extend into the water a greater distance than as follows:

75 feet on Lot Nos. 11, J-1, J-2, J-3, J-4, J-5, J-6, J-7, J-8 and L-1.

50 feet on Lot No. 9.

20 feet on Lot No. 8.

5 feet on Lot Nos. 1, 2, 3, 4, 5, 6 and 7.

All distance measured horizontal from the 800 feet above sea level line established by Duke Power Company. All such structures shall be built wholly within the lot owners frontage on the water and shall not extend across a line perpendicular to the shore line at the point that the owners lot adjoins an adjacent lot."

The following paragraph is to be added as follows:

(19) "Mail box construction will be neat and in keeping with the occupant's dwelling."

IN WITNESS WHEREOF, we, the undersigned, being the sole Owners of property in said HICKORY COVE ESTATES SUBDIVISION have caused these presents to be executed this the 3rd day of

September, 1971.

SIGNED, SEALED AND DELIVERED )  
IN THE PRESENCE OF: ) John Wyatt Little, Sr. (SEAL)

Sylvia Sloan )  
John H. James ) John H. James (SEAL)  
(witnesses as to signature of  
John Wyatt Little, Sr.)

Mary Bryant )  
(witnesses as to signature of )  
John H. James)

Sylvia Sloan )  
Mary Bryant ) \* Barney H. Little (SEAL)  
(witnesses as to signatures of :  
Barney H. Little and Ruth S. ) Ruth S. Little (SEAL)  
Little) : Ruth S. Little







11-D-231

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STATE OF South Carolina  
COUNTY OF Oconee

PROBATE

PERSONALLY appeared before me Sylvia Sloan  
(insert name of witness #1)  
and made oath that She saw the within named Louie M. Ellison and  
Jewell C. Ellison sign, seal and as their acts and deeds, deliver  
the within written instrument for the uses and purposes therein  
mentioned, and that She with W. Wallace Greaney, Jr.  
(insert name of witness #2)  
witnessed the execution thereof.

SWORN to before me this 5th  
day of August, 1971.

Sylvia Sloan  
(signature of witness #1)

W. Wallace Greaney, Jr. (SEAL)  
Notary Public for State of S.C.  
My Commission Expires: 8-1-81

STATE OF South Carolina  
COUNTY OF Oconee

PROBATE

PERSONALLY appeared before me Sylvia Sloan  
(insert name of witness #1)  
and made oath that She saw the within-named Barney H. Little and  
Ruth S. Little sign, seal and, as their acts and deeds, deliver  
the within-written Release of Restrictions for the uses and pur-  
poses therein mentioned, and that She with MARY PERMIT  
(insert name of witness #2)  
witnessed the execution thereof.

SWORN to before me this 20  
day of August, 1971.

Sylvia Sloan  
(signature of witness #1)

Mary Permit (SEAL)  
N. P. for State of South Carolina  
My Commission Expires: 8-16-80

RECORDED  
SEP 3 1971  
C. L. ...  
OCC. ...

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B+21.  
1:36:11

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Received this 3 day of Sept A.D. 1971  
Vol. 11-D, P. 231

*Ray A. Heiber* a.e.p.g.s.  
Cconce County, S. G. I

SEP. 3 2 07 PM '71

Reccr: 3  
day of Sept 1971  
Book M L-17

Fee \$  
*Kenneth A. Williams*  
for  
J. C.

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