

8782

Recorded this 2 day of JULY A.D. 1970
Vol 10-V Page 166

Ray D. Heister O.C.C.R.G.S.
Oconee County, S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE) BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS APPLICABLE TO LOTS ONE (1) TO TWENTY-THREE (23), INCLUSIVE, OF SUBDIVISION KNOWN AS ISAQUEENA POINT, OCONEE COUNTY, SOUTH CAROLINA ACCORDING TO PLAT THEREOF BY JAMES DEAN CRAIN, RLS, RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR OCONEE COUNTY, SOUTH CAROLINA IN PLAT BOOK P.34 AT PAGE 7 .

The following building restrictions and protective covenants are hereby imposed by the undersigned as the owners of Isaqueena Point, according to plat thereof recorded in the Office of the Clerk of Court for Oconee County, South Carolina in Plat Book P.34 at Page 7.

These Covenants are to run with the land and shall be binding on all claiming under them until January 1, 1990, at which time said Covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots, it is agreed to change said Covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

1. These lots shall be used solely and exclusively for single-family residential dwellings.

2. No building shall be erected, placed, or altered on any building plot in this subdivision until plans and specifications for any proposed residences, boat houses, septic tanks, wells, and wharfage and the plot plan showing the location of such improvements have been approved in writing as to conformity and harmony of external design with existing structures and location in the subdivision, and as to location of the building with respect to topography and the finished ground elevation, by a committee composed of Charles R. Craig, James E. Craig and Mrs. O. H. Schumacher, or by a representative designated in writing by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design or location, or to designate a replacement with like authority. In the event the said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative will be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1990. Thereafter the approval described in this Covenant shall not

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be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision, and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

The submission of plans and specifications, and plot plan as hereinabove required shall be accompanied by proof of financial ability on the part of the applicant or applicants to complete the improvements, unless waived by such committee or its designated representatives.

3. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building shall be located nearer than ten feet to any inside lot line except detached garages and other outbuildings which shall not be located nearer than seventy-five feet to the front lot line, nor nearer than five feet to any side lot line, except Lots 1, 21, 22, and 23, on which lots all improvements shall be as directed by the aforesaid Committee or its designated representative.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 12,000 square feet or a width of less than seventy feet at the front building setback line.

5. No loud noises or noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. No single story dwelling having a ground floor area in the main structure, exclusive of one story open porches and garages, of less than 1200 square feet, nor a two story dwelling having less than 1,000 square feet on the ground floor shall be permitted. All dwellings shall be of such quality of workmanship and materials as shall be compatible with existing structures.

8. A flood easement to the 810 foot contour line is reserved over all lots lying between points "A" - "B" and between points "C" - "D" as shown on the recorded plat. A five (5') foot easement is reserved on each side of each side and rear lot line and/or outside boundary line for the installation and maintenance of utilities as shown on the recorded plat.

9. No lot shall be re-cut so as to diminish its size or to face any direction other than as shown on the recorded plat thereof.

10. All sewerage disposal shall be by septic tank meeting the requirements of the State Board of Health or by The Craig Water and Sewer Company, Inc. All garbage and trash shall be placed in covered containers, and all containers and incinerators as well as utility tanks and appliances shall be enclosed and concealed from view and kept in a clean and sanitary condition. No junked equipment of any kind shall be kept on the premises longer than 30 days after written notice from the Committee or its designated representative to remove the same.

11. No cows, hogs, goats, sheep or any other animals, uncooped fowl, or reptiles (excepting domesticated dogs, cats or birds) shall be permitted upon any portion of any property within the subdivision which will, because of noise, odors, flies, insects or otherwise tend to impair the safety or health, disturb the peace, quiet or comfort of the residents of the subdivision.

12. The owners reserve the right to convey the roadways, park areas, well lots and utility systems, easements, rights of ways and reservations to such persons, firms, or corporations and under such terms and conditions as the owners may think fit and proper in the best interest of this subdivision.

Loetta Swanner

Charles R. Craig
Charles R. Craig, Trustee

William B. Traxler

James E. Craig
James E. Craig, Trustee

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Personally appeared before me Loetta Swanner who being first duly sworn says that (s)he saw Charles R. Craig, Trustee, and James E. Craig, Trustee, sign, seal and as their act and deed deliver the foregoing Building Restrictions and Protective Covenants, and that (s)he with William B. Traxler witnessed the execution thereof.

Loetta Swanner

Subscribed and Sworn to
before me this 1st
day of July, 1970.

William B. Traxler
Notary Public for South Carolina

My commission expires 1-1-71.

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10-v. Pg. 166

James E. Craig
5 Stillwood Drive
Brysonville, S.C. 29607

FILED FOR RECORD
OCONEE COUNTY
S.C.

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

AUG 11 1993
SALLIE C. SMITH
CLERK OF COURT

MEMORANDUM OF CHANGE OF BUILDING
RESTRICTIONS AND PROTECTIVE
COVENANTS APPLICABLE TO LOTS ONE
TO TWENTY-THREE (23),
INCLUSIVE, OF SUBDIVISION KNOWN
AS ISAQUEENA POINT, OCONEE COUNTY,
SOUTH CAROLINA ACCORDING TO PLAT
THEREOF BY JAMES DEAN CRAIG, RLS,
RECORDED IN THE OFFICE OF THE CLERK
OF COURT FOR OCONEE COUNTY, SOUTH
CAROLINA IN PLAT BOOK P-34 AT PAGE 7.

007552

Net: Mrs. M. B. Suddeth
5 Tolawee Trail
Salem, SC 29696

As provided for in the Preamble to these Restrictions and
Protective Covenants, a meeting of the owners of the lots at
Isaqueena Point was held on March 28, 1993. The purpose of the
meeting was to modify Paragraph 2 of the Restrictions and Pro-
tective Covenants to reinstate the Architectural Review Committee.

Accordingly, Paragraph 2 was modified thusly:

"2. No building shall be erected, placed, or altered on any
building plot in this subdivision until plans and specifications
for any proposed residences, boat houses, septic tanks, wells, and
wharfage and the plot plan showing the location of such improve-
ments have been approved in writing as to conformity and harmony
of external design with existing structures and location in the
subdivision, and as to location of the building with respect to
topography and the finished ground elevation, by a committee com-
posed of three (3) representatives designated in writing by a
majority of the property owners of Isaqueena Point. This com-
mittee shall have full authority to approve or disapprove such
design or location. In the event the said committee fails to
approve or disapprove such design and location within thirty days
after said plans and specifications have been submitted to it, or,
in any event, if no suit to enjoin the erection of such buildings
or the making of such alterations has been commenced prior to the
completion thereof, such approval will not be required and this
Covenant will be deemed to have been fully complied with. The
members of such committee will not be entitled to any compensa-
tion for services performed pursuant to this Covenant.

The submission of plans and specifications, and plot plan
as hereinabove required shall be accompanied by proof of financial
ability on the part of the applicant or applicants to complete
the improvements, unless waived by such committee."

RECORDED/FILED
DATE 8/11/93
SALLIE C. SMITH
CLERK OF COURT
OCONEE COUNTY, SC


Recorded this 12 day of Aug 1993
Book 93 Page 202
Fee
R. F. Williams
Auditors Oconee County, S.C.


The results of the voting were: fourteen (14) owners of seventeen (17) lots voted approval of this change, one owner of one lot voted disapproval of this change, and five (5) owners of five (5) lots abstained from voting.


In witness whereof, we, a majority of the owners of a majority of the lots, have signed our names and placed our seals this 10TH day of AUGUST 1993.

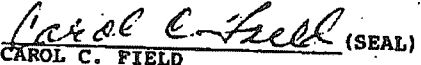
In the presence of:


Mary R. Skidell  (SEAL)
WILLIAM M. BROWN

Clarence M. Anderson Jr.  (SEAL)
ANNIE BAILES BROWN


Mary R. Skidell  (SEAL)
EVELYN LYNN EARLE


Clarence M. Anderson Jr.  (SEAL)
HENRY J. FIELD


Mary R. Skidell  (SEAL)
CAROL C. FIELD


Clarence M. Anderson Jr.  (SEAL)
W. ELBERT HORTON


Mary R. Skidell  (SEAL)
NANCY K. HORTON

Clarence M. Anderson Jr.  (SEAL)
JOHN M. HUMENTUK

Mary R. Skidell  (SEAL)
KAREN S. HUMENTUK

Clarence M. Anderson Jr.  (SEAL)
RICHARD LEONARD

Mary R. Skidell  (SEAL)
RICHARD LEONARD

Clarence M. Anderson Jr.  (SEAL)
RICHARD LEONARD

In the presence of:

<u>Mary R. Skiffell</u>	<u>Joan M. Leonard</u> (SEAL) JOAN M. LEONARD
<u>Clarence M. Sanderson Jr.</u>	
<u>Mary R. Skiffell</u>	<u>Dorothea A. Sanderson</u> (SEAL) DOROTHEA A. SANDERSON
<u>Clarence M. Sanderson Jr.</u>	
<u>Mary R. Skiffell</u>	<u>Dan F. Suddeth</u> (SEAL) DAN F. SUDDETH
<u>Clarence M. Sanderson</u>	
<u>Mary R. Skiffell</u>	<u>Mary Bill M. Suddeth</u> (SEAL) MARY BILL M. SUDDETH
<u>Clarence M. Sanderson Jr.</u>	
<u>Mary R. Skiffell</u>	<u>Douglas A. Wilson</u> (SEAL) DOUGLAS A. WILSON
<u>Clarence M. Sanderson Jr.</u>	
<u>Mary R. Skiffell</u>	<u>Robert T. Wyatt</u> (SEAL) ROBERT T. WYATT
<u>Clarence M. Sanderson Jr.</u>	
<u>Mary R. Skiffell</u>	<u>Joyce Wyatt</u> (SEAL) JOYCE WYATT
<u>Clarence M. Sanderson Jr.</u>	

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 S.C.
 Aug 11 1 26 PM '93
 SALLIE C. SMITH
 CLERK OF COURT

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)

PROBATE

PERSONALLY appeared before me the undersigned and made oath that (s)he saw the within named, WILLIAM M. BROWN, ANNIE BAILES BROWN, EVELYN LYNN EARLE, HENRY J. FIELD, CAROL C. FIELD, W. ELBERT HORTON, NANCY K. HORTON, JOHN M. HUMENIUK, KAREN S. HUMENIUK, RICHARD LEONARD, JOAN M. LEONARD, DOROTHEA A. SANDERSON, DAN T. SUDDETH, MARY BILL M. SUDDETH, DOUGLAS C. WILSON, ROBERT T. WYATT AND JOYCE WYATT, same being a majority of the owners of a majority of lots in Isaqueena Point subdivision, sign, seal and as their act and deed, deliver the within written Memorandum of Change of Building Restrictions and Protective Covenants Applicable to Lots One (1) to Twenty-three (23), Isaqueena Point, and that (s)he with the other subscribing witnesses witnessed the execution thereof.

Clarence M. Anderson Jr

SWORN to before me this 10th day of August, 1993.

Diana H. Hatley
Notary Public of South Carolina
My Commission Expires: 12/18/99

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S.C.
Aug 11 1 36 PM '93
SALLIE S. SMITH
CLERK OF COURT