

14-B Pg 274

RECORDED  
ROY D. HARDEN  
OCT 28 1980  
CLERK OF COURT  
OCONEE COUNTY, S. C.

STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

EASEMENTS, PROTECTIVE  
COVENANTS AND RESTRICTIONS  
CAMP JOCASSEE POINTE

WHEREAS, Lucy H. Brown, Hunter Brown, Paul M. Brown, Julia Brown Ballenger and Caroline Brown Williams were deeded the hereinafter described property by Crescent Land & Timber Corporation as shown in Deed Book 10-K, page 302, records of Oconee County, South Carolina; and

WHEREAS, Lucy Hunter Brown died testate on May 25, 1979, see Probate Package 10,931, devising the hereinafter described property to Paul Micajah Brown, Julia Louise Brown Ballenger, and Lucy Caroline Brown Williams; and

WHEREAS, Hunter Brown died testate on June 3, 1972, see Probate Package 8,957, devising his interest in the hereinafter described property to his wife, Betty Addis Brown, now Crumpton; and

WHEREAS, Betty Addis Brown Crumpton, Paul Micajah Brown, Julia Louise Brown Ballenger and Lucy Caroline Brown Williams are the owners of the following lots situate in Oconee County, South Carolina, and described and shown on a plat entitled CAMP JOCASSEE POINTE Subdivision by Wayne R. Garland, Landmark Surveys, dated September 26, 1980, and filed in the records of Oconee County, South Carolina, in Plat Book p-45, at page 20;

NOW THEREFORE:

FOR AND IN CONSIDERATION of the foregoing and the benefits flowing to the present and future owners of said lots, Betty Addis Brown Crumpton, Paul Micajah Brown, Julia Louise Brown Ballenger and Lucy Caroline Brown Williams, do hereby impose the following protective and/or restrictive covenants on all of said lots.

A. Any dwelling or outbuilding shall be constructed with the use of high quality materials and workmanship to insure that no dwelling or outbuilding shall present an unsightly appearance or have any detrimental effect on property values embraced in aforementioned plat. Any dwelling shall have a minimum ground floor area of the main structure, exclusive of basement, open porches, decks, carports, or attached exterior storage areas of not less than 900 square feet on the ground floor dwelling. No dwelling shall be permitted on any tract at a building cost of less than \$18,000.00, exclusive of the price of the tract, based on

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the price index of January 1, 1980.

B. No building shall be constructed nearer than fifteen (15) feet to the side property line. Exempted, herefrom, are the buildings presently existing on the premises.

C. No motor home or travel trailer shall be allowed to remain on any lot of the Subdivision for over fourteen (14) consecutive days without removing same for at least a thirty (30) day period.

D. On Lots 12, 13, 15, 16, 17 and 20, on which buildings are presently located, within one (1) year of the purchase of these lots, the new owner shall be obligated to repair or remodel said buildings to the following standards:

(1) All well and septic tanks must conform to South Carolina Health Department regulations.

(2) All exterior walls must be constructed of either brick or wood construction and all wood siding must be painted or stained to match or blend in with the natural surroundings. No raw concrete block shall be allowed to remain as permanent exterior finish. All block must be covered with stucco or some similar material.

(3) All existing metal or tin roofs must be replaced or refinished so that they will blend with the natural environment or upgraded so as to show no deterioration or rust.

(4) All screen fronts to be replaced with standard windows and siding to conform with remainder of building refinished hereunder.

(5) All undergrowth, bushes and unsightly growth or vegetation shall be removed and the premises brought up to normal landscaping consistent with residential dwellings.

E. Any barn or other outbuilding shall be located in such a manner so that refuge or drainage from same will not pollute any lake, stream, well or residence. Any barn or other outbuilding shall be sized only for the number of horses or household pets as specified in Paragraph M herein.

F. Any dwelling shall be completed within one (1) year after the initiation of construction and any building purchased shall be repaired in accordance with the specifications herein within one (1) year of purchase. Hookups to electrical systems shall be completed within ninety (90) days after initiation of construction.

G. No inoperable automobile shall be stored on any lot for more than thirty (30) days unless said automobile is wholly contained within a building. All materials stored on any property shall be located in an area which shall not be unsightly.

H. No trade or business or unlawful, unsanitary, offensive, noxious or unsightly conditions of any cause whatsoever shall be maintained, licensed or suffered to exist on said tract.

I. No noxious or offensive activity shall be conducted on any property and no activity shall be conducted that will cause any disturbance to any adjoining property owner in any manner whatsoever.

J. No structure of a temporary character, mobile home or trailer, tent, shack, garage or other outbuilding shall be used on the tract at any time as a residence either temporarily or permanently, except that one (1) motor home or travel trailer may be placed on each lot but shall not remain on said lot for more than fourteen (14) consecutive days during any thirty (30) day period.

K. No garbage or refuse shall be dumped or otherwise placed or disposed of upon said tract.

L. No tract owner nor any other person may destroy the natural environment appeal of the land. Any clearing of land must not be left bare of plant growth so as to create an erodable situation. All drainage created by any building or improvement of the land must not create an erodable situation.

M. Livestock, other than horses or normal household pets, shall not be permitted on the premises. In any case, horses or household pets must be maintained in accordance with the regulations of the State Board of Health of South Carolina. No more than (1) horse per acre may be quartered on said tract. All animals shall be adequately penned or fenced.

N. No open toilets shall be maintained on the premises and any septic tank construction thereon shall be in accordance with regulations of the State Department of Public Health and the drainage field from such septic tanks shall be so constructed as to not pollute the waters of any lake or stream adjoining the lot.

O. All lots are bought as is, the said restrictions and covenants and each and every one of them are hereby

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expressly made as an essential part of each deed, and shall be and remain of perpetual efficacy and obligation in respect to said premises and the parties herein designated, every and each of their successors, heirs and assigns.

P. That the grantee, his heirs and assigns, shall maintain a membership in the Camp Jocassee Pointe Property Owners' Association, a corporation, and shall pay annual dues as shall be prescribed under the By-Laws of membership of said corporation for the mutual enjoyment and benefit of all recreation areas accruing to the Camp Jocassee Pointe Property Owners' Association.

Q. These covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) 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 tract 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.

Invalidation of any one of these covenants by judgment of Court order shall in no wise affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, Betty Addis Brown Crumpton, Paul Micagah Brown, Julia Louise Brown Ballenger and Lucy Caroline Brown Williams have hereunto executed this agreement this 23rd day of October, 1980.

Signed, Sealed, and Delivered in the Presence of:

James B. O'Shea

Betty Addis Brown Crumpton (SEAL)  
Betty Addis Brown Crumpton

Paul Micagah Brown

Paul Micagah Brown (SEAL)  
Paul Micagah Brown

Witnessed by:  
Julia Louise Brown Ballenger

Julia Louise Brown Ballenger (SEAL)  
Julia Louise Brown Ballenger  
Lucy Caroline Brown Williams (SEAL)  
Lucy Caroline Brown Williams

James B. O'Shea

Paul M. Brown  
Paul M. Brown  
James H. Brown

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STATE OF SOUTH CAROLINA )  
COUNTY OF OCONEE )

PROBATE

PERSONALLY APPEARED before me, Clarence E. Taylor,  
who being duly sworn says that he saw the within named  
Betty Addis Brown Crumpton, Paul Kicagah Brown and Julia Louise  
Brown Ballenger, sign, seal, and as their act and deed deliver  
the within written instrument for the uses and purposes therein  
mentioned, and that he, with Jemima B. O'Sheal,  
witnessed the execution thereof.

Sworn to before me this 23<sup>rd</sup>  
day of October, 1980

Jemima B. O'Sheal (LS)  
Notary Public for South Carolina  
My Commission Expires: 9-8-86

STATE OF SOUTH CAROLINA )  
COUNTY OF NEWBERRY )

PROBATE

PERSONALLY APPEARED before me, Clarence E. Taylor,  
who being duly sworn says that he saw the within named  
Lucy Caroline Brown Williams, sign, seal, and as her act and  
deed deliver the within written instrument for the uses and  
purposes therein mentioned, and that he, with Jemima B.  
O'Sheal, witnessed the execution thereof.

Sworn to before me this 23<sup>rd</sup>  
day of October, 1980

Jemima B. O'Sheal (LS)  
Notary Public for South Carolina  
My Commission Expires: 9-8-86

500 Pilot  
6.00

Recorded this 21 day of October  
A. D. 19 80 in Vol. 14-B  
Page 274 and Contents  
*[Signature]*  
C.C.B.M.S.  
Ocean Bank, S. D.

