



STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

\*

**EASEMENTS, PROTECTIVE COVENANTS AND RESTRICTIONS**

**"KNOX POINT" SUBDIVISION**

*WHEREAS*, John Knox, Brenda K. Stasney and Patricia K. Bolt are the owners and developers of a tract of real property located in Oconee County, South Carolina, which has been subdivided into residential lots designated as Lot One-A (1-A) and Lots Number One (1) through Five (5), inclusive, in a development to be hereafter known and designated as **"KNOX POINT SUBDIVISION"**, according to a plat of survey thereof by Jerry E. Byrd, PLS #8097, recorded in Plat Book \_\_\_\_\_, page \_\_\_\_\_, in the office of the Clerk of Court of Oconee County; and

*WHEREAS*, the said Owners and Developers, believing it to be in the best interests of all present and future owners of lots within this Subdivision, now desire to impose certain protective covenants and restrictions as to the use of such lots, and to reserve certain easements for utilities, roadways or amenities for the use and benefit of all owners of lots therein;

*NOW THEREFORE*, the Undersigned JOHN KNOX, BRENDA K. STASNEY and PATRICIA K. BOLT hereby reserve the following Easements and adopt the following Protective Covenants and Restrictions for **KNOX POINT SUBDIVISION**, as follows, to wit:

1. **COVENANTS, RESTRICTIONS, EASEMENTS:** All lots in this Subdivision shall be held, used, conveyed, transferred and sold subject to the within restrictions, covenants, reservations and easements. The same shall be binding upon all parties or persons claiming under the Undersigned, and shall run with the land, for a period of twenty-five (25) years next following the date hereof, after which the same shall be automatically extended for successive periods of twenty-five (25) years each unless an instrument in writing by a majority of the then-owners of lots in this Subdivision shall be recorded agreeing to change the same in whole or in part. Except as provided herein, no lot may be used or occupied, and no structure built within this Subdivision except in conformance with the following:

1. No professional office, business, trade or commercial activity of any kind may be conducted in any building or upon any lot or upon any portion of any lot. No structure of a temporary nature, including but not limited to a trailer, mobile home, modular or prefabricated home, basement, tent, shack, garage, barn or other outbuilding, may be used as a residence on any lot. No temporary building of any kind will be allowed on any lot, unless incidental to the construction of a permanent dwelling on any lot, in which event such building must be removed upon completion of the construction work.

2. All lots shall be used for residential purposes, only, and no building may be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, which shall not exceed two and one-half (2-1/2) stories in height above ground level and a private garage (not exceeding three-car capacity), outbuildings, fixed piers and floating dock facilities incidental to the single family residential use of the lot. No detached garage or outbuilding shall at any time be used as a residence.

3. All buildings and outbuildings erected upon any lot or upon the property shall be constructed of new materials of good grade, quality and appearance, and shall be constructed in a proper, workmanlike manner. The exterior surface of any building may not be asbestos shingle siding, imitation brick or stone roll siding, nor exposed concrete or cement blocks. The exterior surface of the dwelling facing the street must be of brick, stone, wood, stucco, vinyl siding, or a combination of these materials. Exterior surface of any garage or outbuilding or appurtenant structure or building erected on or located on any lot shall be esthetically compatible with and of material and construction comparable in cost and design to the exterior surface of the dwelling located on the lot. All buildings shall have a solid perimeter foundation of poured concrete, brick or concrete block. No concrete block or concrete brick may be used in construction of any dwelling which may be visible from the exterior after grading has been completed.

4. The ground floor area of the main structure of any dwelling constructed upon any lot shall contain not less than fourteen hundred (1,400) square feet of enclosed and heated floor space, exclusive of open porches, garages, decks and basements.

5. No dwelling of a value of less than one hundred twenty thousand (\$120,000) dollars, based on building costs as of January 1, 1999, shall be permitted on any lot, it being the intent and purpose of this covenant that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of recording of this Agreement, at the minimum cost stated herein for the minimum dwelling size.

6. No building or structure of any kind may be located nearer than thirty (30') feet to the front lot line of any lot nor nearer than ten (10) feet to any side lot line. The rear set-back for all waterfront lots shall be fifty (50') feet from the shoreline of Lake Keowee, determined at a water level elevation of eight hundred (800') feet above mean sea level, USGS datum; PROVIDED, HOWEVER, piers and dock facilities on Lake Keowee are exempt from the rear setback restrictions.

7. No lot in this Subdivision may be resubdivided into smaller lots. There shall be no more than one main dwelling located on any lot of this Subdivision. Should the owner of one lot acquire an adjoining lot, the aggregate shall be considered as one lot for purposes of these covenants and subject to the provisions of this paragraph.

8. All construction commenced on any lot must be completed within twelve (12) months after construction is begun.

9. No signs or bulletin board will be permitted on any lot except when used in connection with the sale of a lot or when used by contractors during the actual construction of a dwelling upon any lot.

10. Any dwelling constructed on any lot must be serviced by an adequate sewage disposal system of a type and kind approved by the South Carolina State Board of Health and Environmental Control and where available, must be connected to a public sewage disposal system.

11. Any house pets maintained by any lot owner must be kept confined so as not to be or become a nuisance to any other lot owner. No farm animals, including but not limited to horses, chickens, pigs or cattle, shall be maintained on any lot.



12. No noxious or offensive activity may be carried on upon any lot, nor anything which may be or become an annoyance or nuisance to the general neighborhood, including but not limited to the parking or storage of wrecked or disabled vehicles or school buses upon any lot or street within the development.

13. All trash, garbage or other waste may be kept only in containers approved for sanitary conditions, and any equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No lot shall be used or maintained as a dumping ground for trash or rubbish. No burning is permitted on any lot and any refuse, including trimmings, must be hauled from the lot.

14. Each lot owner shall maintain his entire lot, including the area along the front to curbs and including banks, easements, etc.

15. There is reserved along all lot lines an easement of ten (10') feet in width for installation, operation and maintenance of utilities and for drainage. Any other easements shown upon the recorded plat of the subdivision are also reserved for the specified purposes.

16. All ditches and drainage swales shall be kept free of trash and garbage in order to permit the proper flow of water and drainage within the subdivision.

17. On all lots adjoining Lake Keowee there exists a floodage easement in favor of Crescent Land & Timber Corporation (Duke Power Company) to the 810' ft. contour elevation above sea level.

18. Fixed piers, gazebos and floating dock facilities incidental to residential use of the lots are expressly permitted on condition they are not rented, leased or otherwise used for remuneration. No dock in the subdivision shall be used as a dock for a houseboat or other watercraft used as a housing unit. Any pier or dock must be authorized and permitted by Duke Energy Corporation, its successors and assigns and/or any applicable governmental regulatory body. Enclosed single level or multi-level docks or boat houses will not be allowed. Roof covered docks are allowed provided that such docks are one level and are not enclosed. Two level docks are not permitted.

19. Any ownership or leasing arrangement for a lot having the characteristics of a vacation time sharing ownership plan or a vacation time sharing lease plan is expressly prohibited.

20. Fences or walls incidental to residential use shall not exceed four (4) feet in height, shall not be constructed of a solid material which will block the view of the lake on an adjacent lot nor extend closer to the front lot line than the house on the lot.

21. Roofs (except dormers) shall not be less than five-in-twelve pitch, and not less than twelve (12") inch overhang. Roofing materials shall be limited to slate, cedar shake, tile, fiberglass shingles or standing seam roofing. Corrugated iron, tin or rolled roofing material is not permitted.

22. No satellite dish will be permitted on any lot or in any portion of this Subdivision except one (1) digital satellite dish no greater than eighteen (18" inches in diameter. No free standing radio or television transmission or reception towers or antennas shall be erected or maintained on any lot. Roof mounted antennas which extend not more than ten (10') feet above the highest roofline ridge of the house are permitted.

23. All driveways must be constructed in a good and workman like manner of asphalt or concrete construction.

II. **PUBLIC ROADS and WAIVER OF SURFACE WATER CLAIMS:** The Owners and Developers agree to pave the fifty (50) foot roadway shown on the above mentioned plat, running from Ellenburg Road (WA-42) to the Subdivision, to the specifications required by Oconee County, South Carolina, and to convey such roadway to Oconee County as a public way and thoroughfare. The purchasers and grantees of any lot in this Subdivision agree to accept surface water from the roadway and waive any claim for damages by reason of surface water from such roadway. Said roadway shall be paved by the Owners and Developers within twelve months from the date of these Covenants and Restrictions.

III. **OTHER PROPERTY:** The Owners and Developers hereby agree and bind themselves, their heirs and assigns, that any property which fronts upon the fifty (50) foot right of way running from Ellenburg Road (WA-42) to the within described lots as shown on said plat, which may be sold by the Owners and Developers or their heirs and assigns or successors in title shall have at least



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those restrictions stated herein as set forth in Section I, subparagraphs 1-23, inclusive, and Section II herein. *Provided, however,* nothing herein shall be held to impose any restrictions upon any other lands owned by the Owners and Developers which do not front on the fifty (50) foot right of way.

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

**V. SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

**IN WITNESS WHEREOF,** the Developers have hereunto placed their Hands and Seals this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord, one thousand nine hundred ninety-nine.

Witnesses:

\_\_\_\_\_  
[SEAL]  
JOHN KNOX, Owner/Developer

\_\_\_\_\_  
[SEAL]  
BRENDA K. STASNEY, Owner/Developer

\_\_\_\_\_  
[SEAL]  
PATRICIA K. BOLT, Owner/Developer



STATE OF SOUTH CAROLINA            ]  
  ]  
COUNTY OF OCONEE                 ]                    PROBATE

PERSONALLY APPEARED the undersigned Witness, who being duly sworn says that (s)he saw the within named OWNERS & DEVELOPERS sign, seal, and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 1999

\_\_\_\_\_[LS]  
Notary Public of South Carolina  
My Commission Expires: