Akeside Pome



BOOK 674 PAGE 316

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

E TOISESPOPERSTREE GNATED AS MAP/64 SUB OU BLK 02 PARCUL

KNOW ALL MEN BY THESE PRESENCE, that CRESCENC CRESCURGES, TAX MAPS
INC. (formerly Crescent Land & Timber Corp.), a South Parolina Corporation, ("Grantor") for and in consideration of the Standormal Ten Dollars (\$10.00) and other consideration to Contemporary and Contemporary and Contemporary and Contemporary Contemp Herman D. Pinion and Betty B. Pinion ("Grantee'

the state aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said Grantee, their heirs and assigns forever:

All of that certain real property situated in Oconee County, South Carolina, more particularly described as follows:

BEING Lot $\underline{6}$ of Lakeside Pointe II subdivision as shown on a plat thereof recorded in Plat Book $\underline{A102}$ at Page $\underline{87}$ in the Office of the Clerk of Court of Oconee County.

BEING ALSO a portion of that property conveyed to Grantors by Deed recorded in Deed Book 9-0, Page 95 in the Office of the Clerk of Court of Oconee County, and a portion of that property shown on Tax Map No. 164-00-002-006 for said County. As referenced in Affidavit filed in Deed Book 585, Page 270 in the Office of the Clerk of Court of Oconee County.

hereditaments and appurtenances to said premises belonging or in any way incident or appertaining, including but not limited to all improvements of any nature located on the said premises and all easements and rights-of-way appurtenant thereto.

THIS CONVEYANCE is made expressly SUBJECT TO the following covenants, conditions and restrictions:

1. Land Use and Building Type. The Lot conveyed herein (the "Lot") shall be known and described as a residential lot and shall be used only for private residential and recreational No structure shall be erected, altered, placed or permitted to remain on the Lot other than for use as a single family residential dwelling, unless otherwise provided herein, and only one single-family residential dwelling not exceeding 2% stories in height above ground shall be erected or permitted to remain upon the Lot. No mobile home, modular home or shell home may be erected or permitted to remain on the Lot. A private garage (not exceeding three car capacity), outbuildings and fixed piers and floating boat dock facilities incidental to the residential use of the Lot are expressly permitted upon the condition that they are not rented, leased nor otherwise used for remuneration, subject to the other covenants and restrictions contained herein. No garage or outbuildings shall at any time be used as a residence and no enclosed boat houses or two story piers are permitted. Piers, docks and boathouses shall be subject to approval by Duke Power Company and/or any governmental entity having jurisdiction at the time such improvements are made. Any ownership or leasing arrangement for the Lot meeting the definition of a "vacation time sharing ownership plan" or a "vacation time sharing lease plan", as defined in §27-32-10 S.C. Code of Laws, 1976, as amended, is hereby prohibited.

<u>Dwelling Size</u>. The square footage requirements hereinafter set forth are enclosed heated floor area and are exclusive of the area in basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios. Any one story dwelling erected upon the Lot shall contain not less than 1600 square feet; any

Grantee's Address: Route 1, Box 59-B Seneca, SC 29678

> OCONEE COUNTY Doc. Tax in Am't. of \$ 714.4 Scotlected

Recorded this 27 day of 100 A.D., 1991 Val. 674 316 and certified Mally 6. Anoth c.c.o.P.G.S.

Oconee County, S.C.

Book:

1% story or bilevel or tri-level dwelling shall contain not less than 1800 square feet with at least 1000 square feet on the first floor in 1% story dwellings, 1000 square feet on the main floor of bi-level dwellings, and 1000 square feet in the upper two floors of tri-level dwellings; any 2 or 2% story dwelling shall contain not less than 1800 square feet and the first floor shall contain not less than 1000 square feet.

- 3. Building Construction and Quality. All buildings and outbuildings erected upon the Lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. No single-family residential dwelling costing less than \$50,000.00 (in terms of 1991 dollar value) shall be permitted on the Lot. No building shall be erected unless it is completely underpinned with a solid brick, brick or stone-covered block or stucco foundation. The exterior surface of any building shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or exposed concrete or cement blocks. The exterior surface of any garage, outbuilding or appurtenant structure or building erected on or located on the Lot shall be aesthetically 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 roofs (except for dormers) of not less than 6 in 12 pitch and not less than 12 inch overhang, covered with slate, cedar shakes, tile or fiberglass shingles. Tin or rolled roofing material is not permitted. The exterior of all houses and other structures must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or natural calamities.
- 4. Temporary Structures: Structure Materials. No residence or building of a temporary nature shall be erected or allowed to remain on the Lot, and no metal, fiberglass, plastic or canvas tent, barn, carport, garage, utility building, storage building or other metal, fiberglass, plastic or canvas structure shall be erected on the Lot or attached to any residence.
- 5. Building Setback Lines. No building on the Lot (including any stoops or porches) shall be erected or permitted to remain within the front (street right-of-way) setback, side street (for a corner Lot) setback or within the rear or side setbacks as noted on the Map. Notwithstanding any rear setback restriction noted on the Map, no building shall be erected or permitted to remain nearer than fifty (50) feet to the rear (waterside) lot line of the Lot. Boathouses, piers and dock facilities are exempt from the rear setback restrictions provided they comply with the provisions set forth in Section 1 of this Article. In the event any zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation applicable to the Lot shall prescribe greater setbacks, then all buildings erected during the pendency of that zoning or subdivision ordinance, floodway regulations or other ordinance, law or regulation shall conform to said requirements.
- 6. Minor Setback Violations. In the event of the unintentional violation of any of the building setback covenants set forth above, in the amount of ten percent (10%) or less of the setback covenant in question, Grantor reserves the right, but is not obligated, to waive in writing such violation of the setback covenants upon agreement of the Owner of the Lot upon which the violation occurs, provided that such change is not in violation of any zoning or subdivision ordinance or other applicable law or regulation.
- 7. Combination or Subdivision of Lots. Should the Owner of a numbered Lot on the Map combine with portions of or all of another numbered Lot, the aggregate shall be considered as one Lot for the purpose of these covenants. No Lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map. Notwithstanding the foregoing, Declarant

K.7. William

reserves the right to change the boundaries or dimensions of any Lots still owned by Declarant as may be needed to meet septic system requirements or for any other reason.

- 8. Utility Easements. Easements for the installation and maintenance of utilities (electricity, septic, sewer, water, gas, telephone, cable t.v., etc.) and drainage facilities are reserved over the front and rear ten (10) feet of the Lot. A drainage and utility easement five (5) feet in width is reserved along each side lot line of the Lot. Within said easements so reserved, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with drainage and the flow of water within the easement areas. The Owner of the Lot shall maintain that portion of said Lot lying within the easement areas as defined herein and shall maintain such improvements as may be located thereon except those improvements installed and maintained by a public authority or utility company.
- 9. Fences and Walls. No wooden fence, or brick or stone wall may be erected nearer the front lot line of the Lot than the front face of the dwelling located on the Lot. No wooden fences, or brick or stone walls greater than six (6) feet in height are permitted. Chain link or other metal fencing is not permitted, except that 2" x 4" metal mesh may be used with split rail fencing to contain animals or children within rear or side yards. Perimeter fencing shall not have more than fifty percent (50%) of any of its surface closed as viewed from a point on a line of sight perpendicular to the line of the fence. A wall constructed of brick or stone and used in lieu of a fence is exempt from the openness test.
- 10. Signs. No signs of any kind shall be displayed to the public view on the Lot with the following exceptions which may not exceed five square feet in size: (a) one sign advertising the property for sale or rent; and (b) one sign used by a builder to advertise the property during the construction and sales period; and (c) temporary political signs. These restrictions shall never apply to permanent entry signs, or to temporary entry signs or advertising, or "for sale" signs installed by grantor or its agents prior the sale of all lots in the subdivision.
- 11. Antennas: Satellite Dishes or Discs. No freestanding radio or television transmission or reception towers, antennas or discs shall be erected or maintained closer than 75 feet to the boundary line of Lake Keowee, or within the front or side yard setback of the Lot. Customary roof-mounted antennas which may extend not more than ten (10) feet above the highest roof line ridge of the house are permitted.
- 12. Lot Maintenance: Trash Disposal. Grantee shall keep the Lot in a clean and orderly condition and shall keep the improvements thereon in a suitable state of painting and repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on the Lot other than a clothesline located directly behind and within thirty (30) feet of the residence. The Lot shall not be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on the Lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.
- 13. Offstreet Parking. Grantee shall provide a concrete or asphalt driveway which provides space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on the Lot. No trailer, mobile home,

recreational vehicle, camper or boat shall be used as a residence either temporarily or permanently or be parked upon or be permitted to remain on the Lot for a period exceeding 24 hours unless it is parked off of the street and not within the front or side yard setbacks of the Lot. No truck or commercial vehicle in excess of one-ton load capacity or any vehicle under repair, or any wrecked or junked motor vehicle shall be parked upon or permitted to remain on the Lot. All automobiles, trucks and other vehicles described above must have a current license plate affixed unless parked in an enclosed garage.

- 14. Sewage Disposal and Wells. Any dwelling unit erected on the Lot shall be served by an approved septic system for the disposal of sewage, or connected to a private or public sewage disposal system. Any well water and septic system or other private sewage disposal system shall be approved by, and constructed and maintained in accordance with all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction. No well shall be located closer than forty (40) feet from the side lot line unless an exception in writing is granted by Declarant.
- 15. Nuisances. No noxious or offensive trade or activity shall be carried on upon the Lot or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon the Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Lot or in any residential dwelling or outbuilding except that dogs, cats, or other household pets may be kept or maintained provided they are not kept, bred, or maintained for commercial purposes. The number of household pets kept or maintained shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months in age.
- Diligent Construction. All construction, landscaping or other work which has been commenced on the Lot must be continued with reasonable diligence to completion and no partially completed houses or other improvements shall be permitted to exist on the Lot, except during such reasonable time period as is necessary for completion. No construction materials of any kind may be stored within forty-five (45) feet of the street curb. Any damage to any street, curb or sidewalk or any utility system caused by the Lot Owner or the Lot or any utility system caused by the Lot Owner or the Lot Owner's builder shall be repaired by such responsible Owner. The Owner of each Lot shall at all times keep contiguous public and private areas free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of improvements on such Owner's Lot. Grantor may provide for the cleaning of public and private areas due to the activities of the Lot Owner or Lot Owner's builder and may assess the Lot Owner a reasonable charge not to exceed the actual cost for such cleaning. Each Lot Owner's builder shall, consistent with standard construction practices, keep all portions of the Lot free of unsightly construction debris and shall at all times during construction either provide dumpsters for the containment of garbage, trash or other debris which is occasioned by construction of improvements on the Lot, or take other measures consistent with standard construction practices necessary to keep the Lot free of such garbage, trash, or other debris.
- 17. Non-waiver. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision contained herein or referred to herein shall be held to be a waiver by that party of any right available to him upon the recurrence of continuance of said violation or the occurrence of a different violation.

18. Severability. Every restriction, easement, condition and reservation set out herein or referred to herein is hereby declared to be independent of and severable from each other, and if any of same shall be held by a court of competent jurisdiction to be invalid or unenforceable all the remainder of said easements, conditions, reservations and restrictions shall continue unimpaired and in full force and effect.

19. Rights of Duke Power Company. By accepting this deed Grantee signifies his understanding that Duke Power Company has certain privileges and easements affecting the property hereby conveyed which include the right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of Lake Keowee and its tributaries upon and over said property, as more specifically described in the deed from Duke Power Company to the Grantor recorded in the office of the Register of Deeds in the aforesaid County.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his heirs and assigns forever.

And Grantor does hereby bind itself, its heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, its heirs and assigns, against itself and its heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part

WITNESS Grantors hands and seals this $\frac{22\text{nd}}{\text{day}}$ of $\frac{\text{November}}{\text{in}}$ in the year our Lord one thousand nine hundred and $\frac{\text{Ninety One}}{\text{and}}$ in the two hundred and $\frac{\text{Fifteenth}}{\text{fitteenth}}$ year of the Sovereignty and Independence of the United States of America.

WITNESSES:

CRESCENT RESOURCES, INC.

Kobert B. Diens Vice President

<u>'arly Waster Berkley</u> Sharon C. Arrawood

ATTEST:

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Personally appeared before me, Cathy Walters Barkley and made oath that he/she saw the within named Crescent Resources, Inc. by Robert B. Diesnt its Vice President and Sign, Seal Ethelene G. Williams its Assistant Secretary Cathy Walters Barkley by Robert B. Diesnt Ethelene G. Williams and as the Corporate Act and Deed deliver the within written Deed; and that he/she with ____Sharon C. Arrowood witnessed the execution thereof and saw the corporate seal thereto affixed.

-5-

Sworn to before me this 22nd day of November A.D. 1991

Sharon C. Arrowan (L.S. Notary Public for North Carolina (L.S.)

My Commission Expires

TMK/235 10/91

Cathy Walter Karkley First Witness

003667

STATE OF SOUTH CAROLINA OCONER OF

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTION FOR LAKESIDE POINTE II

PO COUNTY WHEREAS, Covenants, Conditions, and Restrictions for Lakeside Pointe II were recorded in the Office of the Clerk of Court for Oconee County November 27, 1991 in Deed Book 674, at Page 316; and

WHEREAS, Lakeside Points II consisted of six (6) lots; and

WHEREAS, under Article 7 of said restrictions, it reads in part "No lot shall be subdivided by sale or otherwise so as to reduce the Lot area shown on the Map."; and

WHEREAS, the owners of Lot 6 are desirous of selling a portion of that lot due to the unique shape of said lot; and

WHEREAS, the owners of Lot 6, Lakeside Pointe II, Herman D. Pinion and Betty B. Pinion, have requested an Amendment for Lot 6 only

Section 7. Lot 6, Lakeside Pointe II only be amended by allowing the one-time subdivision of said lot by that certain sell of a portion of said lot to John A. Barthelmes and April S. Barthelmes. Said portion of lot is more clearly on plat recorded in Plat Book AIBS at Page 7, records of Oconee County, SC.

WHEREAS, all owners of said lots in Lakeside Pointe II have consented to this Amendment to the Declarations, consents of which are shown herein as Exhibit "A" and incorporated herein.

NOW, THEREFORE, Know All Men By These Presents that as all of the owners of lots in Lakeside Pointe II do hereby agree and consent to these Amendments, said restrictions shall be amended as follows:

Section 7. Lot 6, Lakeside Pointe II only be amended by allowing the one-time subdivision of said lot by that certain sell of a portion of said lot to John A. Barthelmes and April S. Barthelmes. Said portion of lot is more clearly on plat recorded in Plat Book (1986) at Page (1987) records of Oconee County, SC.

All other terms of said Covenants, Conditions and Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of November, 1992

12.

WITNESSES:

TRUOD TO AMELIO

OCOREE COUNTY FILED FOR RECORD

NORTH STATE OF SOUTH CAROLINA CABARRUS COUNTY OF

PROBATE .

Personally appeared before me the undersigned witness who being duly sworn says that (s)he saw the within named authorized agent for Crescent Resources, Inc., sign, seal and as its act and deed deliver the foregoing instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 12th day of November

Sharan C. Anoward

Notary Public of Rouxa Carolina
My Commission Expires: North 10/13/93

SALLIE O. SHITH CLERK OF COURT

ER' HA FR & TY AND

FILED FOR RECORD OCCURE COUNTY 5.C.

729 Page: Book: 35 Seq: 2

BOOK 729 PAGE 37

EXHIBIT "A"

THE UNDERSIGNED DO HEREBY CONSENT TO THE AMENDMENT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAKESIDE POINTE II:

WITNESSES:

II Marproy

Jane Cagone

Cosale Luggiero

Thomas I Tunedy

Key & Bradoler Paritin 2 Emeral Medical & Ma Multy

MIGHAEL E. MCNULTY, Lot Multy by MCM

LORETTA A. MCNULTY, Lot 1

Mark & Ray

MARTIN L, BLACK, Lot 2

PAULA D. HLACK, Lot 2

ROBERT P. KRAUS, Lots 3 and 4

JOAN E. KRAUS, Lots 3 and 4

EDWARD G. ANDERSON, Lot 5

CAROL M. ANDERSON, Lot 5

HERMAN D. PINION LOT &
BETTY B. PINION, Lot 6

SALLIE O SHITH

ER. Ha LS E 17 889

FILED FOR RECORD S.C.