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Dooriee 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 73/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 254 at Page

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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 prosex cute 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.

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

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 from member of said committee, the remaining member or members sharf have full authority to approve or disapprove such design or location or to designate a replacement with like authority. In the event the sand 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 enough the exection 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 hot

see revision

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 out buildings 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 rescut 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.

Latta Swanes.

William B. Maxler

Charles R. Craig, Trustee

James E. Craig, Trustes

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Personally appeared before me <u>Loetta Swanner</u> 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 <u>William B. Traxler</u> witnessed the execution thereof.

Latta Swanner

Subscribed and Sworn to before me this <u>lst</u> day of July, 1970.

Notary Public for South Carolina

My commission expires 1-1-71.

AGREEMENT WITH

DRW.

W. JERRY FEDDER
WILLIAM F. DERRICK
AHORICYS STEEM
ARRICA SOUTH CAPS. INS 20078

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STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Recorded this 29, day of MALA. D., 19 89 in vol. 58

MEMORANDUM OF AGREEMENT Sulle C Sm

THIS AGREEMENT made and entered into this 29 day of April, 1983, by and between LAKE KEOWEE DEVELOPPERING CORPORATION, a corporation duly organized and validly existing under the laws of the State of South Carolina (hereinafter "KEOWEE") and the PROPERTY OWNERS of that residential development known as "ISAQUEENA POINT" which is shown and more fully delineated upon a Plat thereof recorded in Plat Book P-34, at page 7, records of Oconee County, and ISAQUEENA POINT, INC., a corporation duly organized and validly existing under the laws of the State of South Carolina (hereinafter collectively "ISAQUEENA").

WHEREAS, the parties to this Agreement are the owners of certain contiguous real property situate in Oconee County, South Carolina which properties have been developed or are in the process of development as planned, closed communities; and

WHEREAS, ISAQUEENA is the owner of an easement and right-of-way for ingress and egress on, over and across lands of KEO-WEE, running from a point on South Carolina Highway \$130 to lands of ISAQUEENA, which easement has been paved, improved and maintained by ISAQUEENA's an all-weather road, and constitutes the sole method of ingress and egress to ISAQUEENA'S lands; and

WHEREAS, KEOWEE now desires to develop the lands over which this easement was granted and its plan and scheme of development will be enhanced by relocating ISAQUEENA'S readway and, for certain considerations and concessions made to it hereby, ISAQUEENA has agreed to such relocation; and

WHEREAS, KEOWEE and ISAQUEENA desire to reduce their agreement in this regard to writing;

NOW THEREFORE, for and in consideration of the mutual benefits flowing to each party thereby, and other good and valuable considerations hereinafter set forth, KEOWEE and ISAQUEENA agree, each with the other, as follows, to wit:

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W, JERRY FEODER --- WILLIAM F, DERRICK RICHARD L. RITTER --- JAMES L. WILLIAMS Altomeys at Law Sensos, South Carolina

I. MUTUAL AGREEMENTS

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1.1: Exchange of Rights-of-Way

ISAQUEENA hereby agrees to abandon and to convey to KEO-WEE by appropriate instrument in writing all its right, title and interest in and to its existing road right-of-way, in exchange for KEOWEE'S conveyance to it of a perpetual, non-exclusive essement and right-of-way for ingress and egress to its community, of a width not less than ISAQUEENA'S existing roadway and running from South Carolina Highway #130 on, over and across KEOWEE'S lands on a route to be designated by KEOWEE, to the lands of ISAQUEENA. KEOWEE agrees, at its own expense, to cause the substituted roadway to be constructed, paved and drainage facilities installed so that the same is of a quality of workmanship and materials equal or superior to that which is to be abandoned by ISAQUEENA.

1.2; Maintenance

KEOWEE acknowledges that ISAQUEENA shall be entitled to continuous and uninterrupted access to its community over lands of KEOWEE along the existing readway until the substituted readway has been constructed, paved and drainage facilities installed by KEOWEE in order to minimize inconvenience to the residents of ISAQUEENA'S community. It is recognized that because of the construction involved, some inconvenience may result, however it is the true intent and meaning of this provision that ISAQUEENA'S residents shall have continued ingress and egress over paved roads, without loss of access for any substantial period of time.

1.3: Gates; Signs

ISAQUEENA acknowledges that the right-of-way to be furnished by KEOWEE will be an integral part of KEOWEE'S closed community, and will be protected by a guarded and locked gate. KEOWEE agrees to install and maintain at the gate site and at necessary points along the easement appropriate directional signs to point traffic and visitors to ISAQUEENA'S community.

1.4: Power Lines

KEOWEE has indicated to ISAQUEENA that it may be necessary to move the power service lines presently providing electric service to ISAQUEENA'S community and hereby specifically acknowledges the obligation placed upon it as additional consideration for this

W, JERRY FEDDER — WILLIAM F. DERRICK RICHARD L. RITTER — JAMES L. WILLIAMS Address at Lew Beneca, South Caroline

agreement to install any new service lines underground so that ISA-QUEENA'S community will continue to enjoy an approach to its property without overhead power lines.

1.5: Turning Facilities

KEOWEE agrees that it shall, at its own expense and upon its own property, incorporate into the new readway and access to be constructed across its properties to those of ISAQUEENA at or near the point where the readway shall abut upon properties of ISAQUEENA, a paved turn-around point of a size sufficient to permit a large passenger automobile or normal delivery truck or van to turn around, posted with an appropriate sign indicating that no later turning access is available, in order that outside traffic not be encouraged or allowed within ISAQUEENA'S community.

II. COVENANTS OF KEOWEE

As additional consideration to ISAQUEENA to enter into this agreement, KEOWEE hereby covenants and agrees that ISAQUEENA shall receive the following additional concessions and benefits:

2.1: Emergency Water Supply

KEOWEE agrees that ISAQUEENA shall have the right, at its own expense, to install a meter and pit to connect ISAQUEENA'S existing six inch water main to KEOWEE'S system at a point approximately opposite KEOWEE'S existing maintenance station to provide water to ISAQUEENA in extraordinary or emergency conditions. ISAQUEENA'S meter shall contain an automatic pressure valve to allow ISAQUEENA metered access to KEOWEE'S system in the event of any emergency to or failure of ISAQUEENA'S system. Water actually used by ISAQUEENA as metered through this system shall be invoiced by KEOWEE and paid by ISAQUEENA at KEOWEE'S then-current wholesale rate. ISAQUEENA shall have the right to essign this concession to Craig Water & Sewer System, inc., the current provider of water service to its community.

2.2: Fire Protection

KEOWEE acknowledges that there has been engineered into its water distribution system sufficient volume and pressure to provide fire protection to its community and that fire hydrants will be installed at appropriate intervals along its lands. KEOWEE agrees that ISAQUEENA shall have the right, at its own expense, to design, engineer and install whatever lines and equipment may be necessary to effect an extension from the nearest fire hydrant of KEOWEE to ISAQUEENA'S property

W. JERRY FEDDER — WILLIAM F, DERRICK RICHARD L. RITTER — JAMES L. WILLIAMS Altorneys at Law Sanson, South Caroline

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line in order to afford fire protection from KEOWEE'S system to ISA-QUEENA'S community. ISAQUEENA shall bear the costs of engineering and design required to extend this system, including the cost required for the installation of a six inch line from whatever point is necessary to the point of conjunction with ISAQUEENA'S property line. KEOWEE specifically agrees that ISAQUEENA'S costs in this regard shall be limited to that amount, if any, required to modify KEOWEE'S existing or planned facilities to accept the additional load requirements of ISAQUEENA'S community, and that the actual cost for the installation of its own facilities to that point nearest to ISAQUEENA'S property, according to the existing plans and specifications of KEOWEE for its fire protection system, shall remain the sole responsibility of KEOWEE. ISAQUEENA shall likewise have the right to assign this concession to Craig Water a Sower System, Inc., the current provider of water service to its community. Any water actually used from hydrants installed by ISAQUEENA shall be invoiced by KEOWEE and paid by ISAQUEENA at KEOWEE's then-current wholesale rate.

2.3: Sewage Disposal

KEOWEE acknowledges that its scwage disposal system has been engineered and designed in such a way as to be adequate to incorporate within itself the outflow from the present private system in use by ISAQUEENA'S community, and as additional consideration to ISAQUEENA for this agreement, KEOWEE agrees to accept within its system and treat waste water and sewage generated within ISAQUEENA'S community. To this end, KEOWEE will provide for ISAQUEENA, at the nearest point feasible, a stub for connection by ISAQUEENA, at the collection of ISAQUEENA'S waste water to be incorporated into KEOWEE'S system for treatment and disposal. PROVIDED, HOWEVER, all engineering studies and all supplies, materials and workmanship necessary to connect to KEOWEE'S system, to deliver ISAQUEENA'S waste water to KEOWEE'S system, and to assure the successful operation of ISAQUEENA'S system thereafter shall be at the sole and absolute expense of ISAQUEENA. ISAQUEENA shall likewise have the right to assign this concession to Craig Water a Sewer System, inc., who provides its current sewage disposal system, and any sowage service actually provided shall be invoiced by KEOWEE and paid by ISAQUEENA at KEOWEE's then-current wholesale rate.

2.4: Marina Site

It is understood and agreed that KEOWEE is unable to commit itself to the future development of its property lying to the immediate north of ISAQUEENA'S community. However, KEOWEE has committed itself and hereby covenants and agrees that the cove which separates

W. JERRY FEDDER — WILLIAM F. DERRICK RICHARD L. RITTER — JAMES L. WILLIAMS Attorneys at Law Bonoca, South Carolina

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the properties of the parties will not in fact be used for the construction and operation of docks or dockage associated with a commercial marina complex, and affirmatively commits itself hereby that such docks or dockage facilities associated with a commercial marina complex will lie upon that cove on its property to the north its lands which are contiguous to those of ISAQUEENA, that is, north of the original location contemplated for the marina and the current location of a building which has been partially constructed by KEOWEE.

.2.5: Membership Rights

KEOWEE agrees that upon consummation of this agreement resident-owners, that is, property owners who have constructed and occupy dwellings in ISAQUEENA'S community known as "Isaqueena Point", shall have the right to apply for membership in KEOWEE'S Country Club and golfing facility upon payment of the identical membership fees and such continuing dues as are required of owners of property within KEOWEE'S community. It is understood and agreed that membership in these facilities carries no responsibility for the payment of property owners dues or assessments to KEOWEE.

2,6: Use of Other Amenities

KEOWEE further agrees that upon consummation of this agreement property owners within ISAQUEENA'S community shall have the right and option to participate in and enjoy any other amenities afforded KEOWEE'S community which are in fact supported by an annual maintenance fee or general assessment of all KEOWEE'S property owners as opposed to membership dues, upon payment by the ISAQUEENA property owner to KEOWEE of the identical annual maintenance fee assessed upon proporty owners in KEOWEE'S community.

III. BINDING EFFECT

The parties agree that the terms hereof shall be binding upon themselves, their successors and assigns, and each covenants and binds itself to provide and execute whatever indicis of title or instruments in writing may be required to give effect to the terms hereof. The parties further acknowledge that this Memorandum contains the entire agreement between them, and that no modification or amendment shall be effective unless reduced to writing and signed by both parties.

TO ALL OF WHICH the parties have heretofore agreed, and in witness whereof, have hereunto placed their Scals and caused these presents to be executed by their officers and agents authorized to do so, this day and date first above written.

W. JERRY FEDDER — WILLIAM F. DERRICK RICHARO L. RITTER — JAMES L. WILLIAMS Attomoys at Law Sensca, South Caroline

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W. JERRY FEDDER — WILLIAM F. DERRICK RICHARD L. RITTER — JAMÉS L. WILLIAMS Attorneys at Law Seneca, South Carolina CONSENT

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WE, the Undersigned PROPERTY OWNERS of "ISAQUEENA POINT", do heroby acknowledge that we have had an opportunity to read and review the proposed MEMORANDUM OF AGREEMENT between LAKE KEOWEE DEVELOPMENT CORPORATION and ISAQUEENA POINT, INC., a copy of which is attached hereto and incorporated herein by reference. Having so reviewed and discussed the same, we hereby agree and consent to the terms and provisions of that Agreement and hereby authorize and empower CHARLES R. CRAIG and JAMES E. CRAIG to provide, execute and deliver whatever instruments in writing or indicia of title may be required to bind us and to give effect to the terms of that Agreement on our behalf individually, and on behalf of ISAQUEENA POINT, INC.

1989 Dated of Salem, S. C., t	his 10th day of May
James L. Walliam	Joan M. Leonard
Melen I. hilliams	Ritard & Samuel
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W. JERRY FEDDER — WILLIAM F. CERRICK RICHARD L. RITTER — JAMES L. WILLIAMS Attorneys at Law Seneta, South Carolina

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CONSENT

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Dated at Salem, S. C., this 1011 day of Many

W. JERRY FEDDER -- WILLIAM F. DERRICK RICHARD L. HITTER -- JAMES L. WILLIAMS Altomays at Law Benock, Bouth Carolina Prot 581 Page 284

CONSENT

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Dated at Salem, S. C., this 28th day of Opul.

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W. JERRY FEDOER — WILLIAM F. DERRICK RICHARD L. RITTER — JAMES L. WILLIAMS Attorneys at Law Renece. South Carolina

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CONSENT '

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Dated at Salem, S. C., this 6th day of March, 1983:

W. JERRY FEDDER — WILLIAM F. DERRICK RICHARD L. RITTER — JAMES L. WILLIAMS Attorneys at Law Senoce, South Caroline

TLED FOR RECORD OCOMES COUNTMORANDUM OF CHANGE OF BUILDING STATE OF SOUTH CAROLINA RESTRICTIONS AND PROTECTIVE COUNTY OF OCONEE COVENANTS APPLICABLE TO LOTS ONE
SALLIE C. SMARHISAQUEENA POINT, OCONEE COUNTY,
CLERK OF COUNTY CAPOLINA ACCORDING TO PLAT CLERK OF COURSETH 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.

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-Accordingly, Paragraph 2 was modified thusly:

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 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 three (3) representatives designated in writing by a majority of the property owners of Isaqueena Point. This committee 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. members of such committee will not be entitled to any compensation 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."

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