

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

RESTRICTIVE COVENANTS AND ROAD MAINTENANCE
AGREEMENT APPLYING TO PROPERTY KNOWN AS
ROCK POINT

Acker and Anthony, owners of property shown on plat prepared by C. E. Shehan Surveying containing 238 acres, known as Rock Point, County of Pickens, State of South Carolina, hereby subjects the said Development to the following restrictions as to use by whomsoever owned, to-wit:

1. All property within the tract shall be Residential Property. No structures shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage, guest house, and other non-commercial outbuilding.
2. No noxious or offensive activity shall be carried on upon any of the property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business, trade, or commercial activity of any kind shall be conducted in any building or on any portion of any of the property.
3. No trailer, basement, 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, except as permitted in paragraph 8.
4. The ground floor area of the main structure, exclusive of one story porches and garages shall be not less than 1200 square feet. Total on all stories shall be 1400 square feet minimum. No building shall be located nearer to the right of way margin than 25 feet. No building shall be located nearer than 25 feet to any side or rear lot line of any Rock Point property.
5. No plots conveyed by the parties hereto shall be subdivided so as to create an additional building plot of less than 5 acres. No tract can be divided into more than two building sites. Under no circumstances may an owner of any plot, sell, lease, or permit the use of any part of said plot as a way of entrance to any other property, outside the boundaries of Rock Point, without the written consent of the Owner/Developer. Rock Point reserves the right, for itself and its successors and assigns, to use the roads within the Development for access to properties outside the Development, and also the right to grant a right of way over the said roads to such others as it may in writing designate.
6. No chain link fence shall be constructed or maintained along the front property line of any plot. Any fuel storage tank, satellite dish, antenna, etc., shall be placed or maintained away from joint use roadways in an inconspicuous manner.
7. No property owner shall engage in any activity which will result in the deposit or accumulation of trash, refuse, debris, or other objectionable matter.
8. Camping in a tent, recreational vehicle or motor home shall be limited to 60 days per year. However, property owners may use motor home, etc. as a residence up to six months while home is under construction.
9. No house trailer, disabled vehicle, unsightly machinery or other junk shall be placed on any lot, either temporarily or permanently. A properly designated representative of the maintenance association may, at the owner's expense, remove any such house trailers, disabled vehicles or unsightly machinery or junk, from any lot. However, this shall not be construed as prohibiting the parking or keeping of travel trailers, so long as they are maintained in a sightly manner and not used as a residence (except as permitted in paragraph 8).
10. The exterior of the residence must be completed twelve (12) months from the time that construction starts.
11. No hunting of any kind is permitted on Rock Point property.
12. No motor bike, trail bike, all terrain vehicle or any other noisy vehicle that will adversely affect the tranquility will be permitted at Rock Point.
13. Livestock shall be permitted on tracts of 8 acres or more. However, not more than 2 animals per 5 acres shall be allowed.

14. Owners clearing land for pasture, homesite, garden, etc., are required to stabilize soil as soon as possible. In the event a property owner neglects erosion control, any Rock Point owner shall have the legal right to seek court action to enforce compliance.

15. Trees shall not be cut for commercial purposes. Fifty (50) foot width of trees shall be left along the property line when clear cutting for pasture, gardens, etc.

16. Easements for the installation of utilities and the maintenance thereon are reserved over the front twenty-five (25) feet for the entire distance of the front property lines.

17. **TERM:** These covenants are to run with the land and shall be binding on all property owners of Rock Point, containing 238 acres, Plat Book ____, Page ____ in the Pickens County Registry, (and later such lots as the developer may subject hereto) for 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 unless an instrument signed by a two-thirds (2/3) majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, but not apply to the Road Maintenance Agreement.

18. **SEVERABILITY:** Invalidation of any one of these covenants by judgment of Court Order shall in no wise affect any of the provisions which shall remain in full force and effect.

19. **ENFORCEMENT:** Enforcement 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.

ROAD MAINTENANCE AND LAND OWNERS' ASSOCIATION:

- (A) Until January 15, 1992, the upkeep of the roads within Rock Point shall be the responsibility of the developer. On that date, responsibility for road maintenance shall vest in the lot owners, acting through their Land Owners' Association, described below.
- (B) The annual fee for road maintenance shall initially be one hundred (\$100) per year. After January 15, 1992, the amount of the annual road maintenance fee shall be set by majority vote of the members of the Association taken at a regularly scheduled meeting at which a quorum is represented, either in person or by proxy. Road maintenance fund must be used only on items directly affecting roads. (Examples - grading, gravel and maintenance of entry gate, etc.). Failure of a lot owner to pay the annual fee shall incur a lien on the lot involved, which the developer or the proper officers of the Land Owners' Association are authorized to file of record. The maintenance fee for any given year shall be due and payable by January 15th for that year, and shall accrue interest thereafter until paid at the annual rate of fifteen percent (15%). This interest and the costs of filing the lien referred to above shall be added to the maintenance fee, and shall be paid before the lien is removed.
- (C) In addition to filing the lien for road maintenance, the developer or the proper officers of the Land Owners' Association shall have the authority to bring a legal action in the appropriate court for judgment and levy, as a means of perfecting such lien.
- (D) Each owner of a lot in Rock Point shall be a member of the Land Owners' Association, which is an unincorporated association. Each lot shall be represented by one vote. The Land Owners' Association shall convene annually on a date and at a place to be selected by its members. While the developer continues to own property in Rock Point, the developer shall have one vote in the Land Owners' Association for each 10 acres and one vote for each unsold platted lot which it owns. A quorum at any annual meeting of the Association shall consist of a simple majority of the possible votes in the Association at that time. Any additional property accessed by Rock Point road

system will be developed in a like manner and subject to the road maintenance agreement. For any change except annual fee charge (covered in Paragraph B) a one hundred (100%) percent majority vote will be required to alter the road maintenance agreement.

IN WITNESS WHEREOF the owners hereunto set their hands and seals this 23 day of October, 1990.

WITNESSED:

[Signature] L.S. ✓

Betty G. Hendricks L.S. ✓

William W. Wallrop L.S. ✓

[Signature] L.S. ✓

[Signature] L.S. ✓

[Signature] L.S. ✓

[Signature] L.S. ✓

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS) PROBATE

PERSONALLY appeared before me the undersigned witness who on oath deposes and states that (s)he saw the within named Owners sign, seal and as their act and deed deliver the within instrument for the purposes herein stated, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 23 day of October, 1990.

[Signature] L.S.
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 3/9/99

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OLIVER A. NEALY
FILED 10 AM
OCT 24 4 15 PM '90
CLERK OF COURT
PICKENS, S.C.

The within document was filed or record on the 24th day of Oct. 1990 and recorded in page 114 page 279
Oliver A. Nealy
Clerk of Court and Notary Public
Pickens County, S.C.