

The Bay View Acres Civic Club  
(1992 Update)

The Bay View Acres Civic Club was formed in January 1954 for the purpose of community betterment. It was organized under a formal Constitution and was incorporated under the laws of the State of South Carolina in March of that year.

While, in accordance with the terms of our Constitution, all residents of Bay View Acres are eligible to attend meetings of the Club, an "active member in good standing" is one who attends meetings, participates in Club activities, and pays the current annual membership dues and is thereby entitled to vote on all officers and activities of the Club. All residents are strongly urged to become active members in good standing and participate in the betterment and beautification of our development.

Since its inception, the Club has been directly responsible for the following: paving of the streets within Bay View Acres, paving of the shoulders on Highway 17 at the entrances to Bay View Acres, local mail delivery, installation of stop signs and speed limit signs within the area, the dedication of the playground to the community, and in cooperation with the Bay View Acres Garden Club, the construction of brick entrance markers and the maintenance, beautification, and equipping of the Playground. The Civic Club was the leader in getting the voters of Charleston County to approve the mosquito abatement program which has brought relief from the mosquito problem during the summer months.

The community playground, the triangular plot enclosed by Palm and Quince Streets and Garland Road, and formally called Sessions Park, was dedicated by Miss Daisie L. Sessions for use by the residents of Bay View Acres. However, the development of the playground, the purchase of equipment, beautification, and maintenance (mowing, painting and repairs to equipment, etc.) are the responsibility of the residents. The accomplishment of these functions, and the funding thereof, has been achieved under the leadership, supervision, and coordination of the Civic Club. Over the years the Civic Club has invested about \$30,000 in improvements to the playground. In 1988 and 1989, the playground was officially transferred to the Club which now has the official deeds to this property. These deeds will be in effect for as long as it is used as a public park or playground.

Bay View Acres was made a Bird and Squirrel Sanctuary on April 11, 1957. It is unlawful for anyone to use ANY weapons within such sanctuary. (Any weapon is interpreted by law enforcement authorities as including BB guns as well as firearms.) Violation is punishable by fine in an amount not to exceed twenty dollars or imprisonment for a period not to exceed five days or both.

In 1984, the Civic Club was successful in the Court of Common Pleas in clarifying its rights to the fifty (50) foot strip of land between lots 37 and 38 from Bay View Drive to the marshes of Shem Creek. In 1990, the Civic Club's right to use the sixty (60) foot strip of land at the end of Garland Street leading to the Canal was settled by the master in Equity by an agreement between the Civic Club and the neighbors to this property. By order of the Court, both parties agreed to the rules established for the use of this property.



Whereas, we Daisy L. Sessions, Ruth B. Smith, John P. Bethea, Alice B. McQueen, and Olive B. Hall, hereinafter referred to as declarants, were heretofore the owners of all that tract of land in Charleston County described as follows: All that piece, parcel or tract of highland, now known as Bay View Acres, situate lying and being on South side of U.S. Highway #17, Christ Church Parish, County of Charleston, State of South Carolina, Butting and Bounding North on U.S. #17, and marshes of Shem Cree, Southeast of Joseph Miserendino, and marshes of Shem Creek, to the South, Southwest and West on salt marsh; the said property being all of the highland lying South of U.S. #17 as shown on plat entitled "**BAY VIEW**" Christ Church Parish Charleston, S.C., made by J.B. Weston, Reg. L.S. and C.E., November 1946, recorded in Book G-36, September 27, 1947.

And whereas, we the said Daisy L. Sessions, et al, have heretofore sold certain lots out of said tract of land, subject to reservations, restrictions, covenants and limitations substantially by the same as those hereinafter stated, and we now desire to sell other lots out of said tract and to subject the remainder of the said land still owned by us to the reservations, restrictions, covenants, conditions and limitations hereinafter stated.

**NOW THEREFORE**, we Daisy L. Sessions, et al, in consideration of the premises hereby declare that all of the above described tract of land still owned by us shall be held, transferred, sold and conveyed subject to the following restrictions, covenants and limitations:

(A) The property shall only be used for residential purposes, and no structure shall be erected, 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, and if desired by the owner or owners a private garage for not more than two cars and servants quarters, unless such lot faces on Highway #17, in which event apartment houses, boarding houses, and duplexes not to exceed two and one-half stories in height, garage for not more than four cars, servants quarters, and other buildings incidental to residential use will be permitted. No building shall be erected, placed or permitted to remain on any lot not in reasonably substantial conformity and harmony in external design with structures on other lots.

(B) No building shall be erected on property nearer the front street line or side street line than building set back line on the property, and no building or any portion thereof shall be located nearer than five feet to any side or back line.

(C) No trailer, basement, tent, shop, barn or other outbuilding or any structure of a temporary character, erected or placed on any lot shall at any time be used as a residence temporarily or permanently. No dwelling house can be occupied at any time on any lot unless thoroughly and absolutely completed, and no building can be occupied as living quarters while awaiting completion. No quonset hut or other building of similar type shall be erected, placed or permitted to remain on the property.



(D) No building which has been transferred as a unit or torn down and moved in units from any other location shall be erected or placed on the property, but that shall not prevent the erection of a building or materials which has been salvaged for other buildings.

(E) No main residential structure shall be erected, placed or permitted to remain on any lot, the ground area of which, exclusive of basements, porches, and garage, if the garage is attached to the main building, is less than 1000 sq. feet in the case of a one-story structure and less than 900 sq. feet in the case of a one-half, two or two and one-half story structure.

(F) No building of fence, other than a coping not over 12 inches in height, shall be placed on any part of the lot between the side walk and the building set back line or lines.

(G) No animals or poultry of any kind except pullets not exceeding 15 in number and house pets, shall be kept or maintained on any part of any lot.

(H) No sign board of any description shall be displayed on any lot with the exception of "for Sale" or "For Rent" signs which signs shall not exceed 2 ft. by 3 ft. in size, and not more than two "For Sale" or "For Rent" signs shall be on one lot at one time, the right is reserved to the declarants, their heirs and assigns, to enter upon the premises and remove from the lot and sign or signs erected in violation of this provision.

(I) All sewage disposal shall be by septic tank, meeting the requirements of the State Board of Health, until such time as a municipal system of sewage disposal is made available, at which time proper connection shall be made with such municipal system.

(J) No stagnant water, stale garbage, or any other unsanitary condition conducive to the breeding of mosquitoes or flies or otherwise prejudicial to health, on any lot shall be permitted by the owner of such lot.

(K) No noxious or offensive trade or activity shall be engaged in on any lot, nor shall anything be done which may be or become a nuisance or unreasonable annoyance to the neighborhood.

(L) No lot shall be divided, nor shall anything less than the whole of a lot be sold or conveyed, except that a lot may be subdivided into two portions, if such portions are owned by the respective owners of the two adjoining lots on each side so as to become parts thereof.

(M) An easement is reserved to the declarants, their heirs and assigns, over the rear five feet of each lot for drainage purposes and for utility installation, such as water pipes and lines, poles, wires, and lines for transmission of electric current and for telephones.

(O) All roads, avenues and lanes appearing on any plat duly authorized by declarants, their heirs and assigns, and showing a division of the property or a part thereof, into lots, shall be open to full and free use by the owners of the property, or any parts thereof, for all lawful purposes, provided, however, that the declarants, their heirs and assigns, shall have the right at any time to dedicate said roads, avenues, streets and lanes or any one or more of them to general public use, or to grant them, or any one of them, to the public authorities for maintaining as a thoroughfare for the benefit of the public generally; but no lot shall be left without free and reasonably convenient means of ingress and egress.

(P) The reservations, restrictions, conditions shall be deemed covenants running with the land and binding upon both the declarants the grantees, their heirs, successors and assigns.

(Q) The declarants, their heirs and assigns, shall not be required to enforce or attempt to enforce compliance with any reservations, restrictions, covenants, conditions or limitations herein contained, but since the said reservations, conditions, and limitations are intended to benefit all those now or hereafter owning any lot or lots coming out of the aforesaid tract of land nothing herein contained shall be so constressed as to prevent the owner or owners or any lot from taking any action permitted by law to require compliance; provided, however, that the declarants, their heirs or assigns, shall have the right to enforce or attempt to enforce compliance, and the failure of the declarants, their heirs or assigns to enforce compliance shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to any other beach occurring prior or subsequently thereto.

(R) Invalidation of any or more of the reservations, restrictions, covenants, conditions and limitations herein contained, by the order judgment or decree of any Court of competent jurisdiction shall in not respect effect any one of the other reservations, restrictions, covenants, conditions and limitations, all of which shall remain in full force and effect.

(S) No conveyance of the property or any part thereof shall be made by the declarants, their heirs and assigns, without such conveyance being subject to reservations, restrictions, covenants, conditions and limitations substantially the same as those herein contained, unless this requirement is waived in writing as to such conveyance by the owners of a majority of the lats previously conveyed by the declarants, their heirs and assigns, as then indicated by the records of the R.N.C. Office for Charleston County, S. C.



(T) The reservations, restrictions, conditions and limitations shall inure to and benefit those to whom the declarants have previously conveyed lots coming out of the aforesaid tract of land as well as to the benefit of those to whom the declarants, their heirs or assigns, may hereafter convey lots coming out of the said tract of land.

In Witness Whereof, we have hereunto placed our hands and seals this 17th day of August, in the year of our Lord one thousand nine hundred and forty-nine and in the one hundred and seventy-fourth year of the Sovereignty and Independence of the United States of America.

s/ Daisie L. Sessions (LS)

s/ Ruth B. Smith (LS)

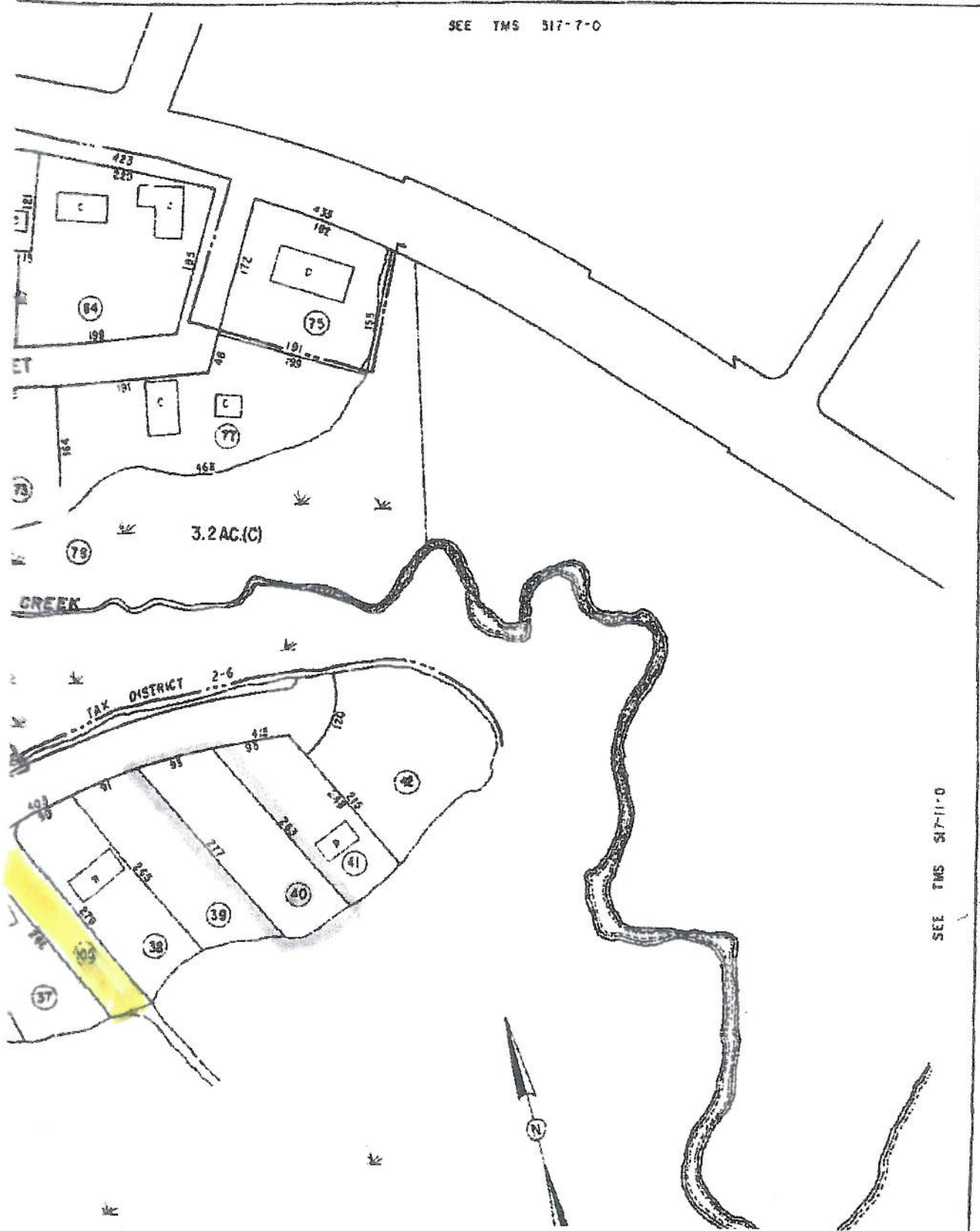
s/ John P. Bethea (LS)

s/ Olive B. Hall (LS)

s/ Alice B. McQueen (LS)

# Bay View Homes Bay View Drive Lot

SEE TMS 517-7-0



SEE TMS 517-11-0



BAY VIEW ACRES

0 500 1000

