

264
STATE OF SOUTH CAROLINA,)
COUNTY OF ANDERSON.)

RESIDENTIAL AREA COVENANTS

WHEREAS, We, Richard K. Allen, Thomas L. Allen and Helen A. Stanbury, are the owners of land described on a plat made by Robinson Engineering Service, dated January 22, 1968, and revised January 29, 1969, showing Lots Numbers One (1) through Forty-seven (47), said plat being recorded in the office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 77 at page 21 and,

WHEREAS, this section of land as subdivided into lots is intended for residential purposes;

NOW THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of the lots included in said area on said plat, we do hereby impose the following protective and/or restrictive covenants which shall be applicable to all of the lands as shown on the above mentioned plat.

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes and only one single family residence shall be erected, altered, placed or permitted on any lot.

DWELLING COST, QUALITY AND SIZE.

Page 1

(a) No dwelling shall be permitted on said lots at a cost of less than Thirty-five Thousand and No/100 (\$35,000.00) Dollars based upon the cost of labor and materials as of the date of this instrument, it being the intent and purpose of this covenant to assure 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 that these covenants are executed at the minimum cost stated herein for the minimum permitted dwelling size.

(b) Each dwelling shall have a minimum of 2,000 square feet of heated living area and shall have accommodations for at least two cars; the garage area, either attached or unattached, shall have at least 500 square feet of area; however, if the dwelling to be erected on said lot of land has met the above mentioned cost and area requirements, then the garage may be omitted; provided that, if the garage is erected later, it will then meet the requirements for a garage.

(c) Each lot shall have a minimum size area of 24,000 square feet.

BUILDING LOCATION. No part of any building shall be located on any lot nearer than Forty (40) feet to the front lot line and no part of any building shall be located any nearer than Ten (10) feet to any interior lot line. No dwelling shall be located on any interior lot nearer than Twenty (20) feet to the rear lot line.

SUBDIVISION OF LOTS. No lot shall be subdivided or its boundary lines changed except with the written consent of the Developers; however, the Developers hereby expressly reserve for themselves, their Heirs and Assigns, the right to replat any two or more lots shown on the subdivision plat in order to create a building plot or plots, each larger in size than any one of the lots so subdivided or replatted.

Grantors by their delivery and Grantees by their acceptance of this deed and the payment of the consideration stated above agree that the aforescribed lot of land shall be subject to the following restrictions which shall be covenants appurtenant to and running with the land, and binding upon and inuring to the benefit of grantors and grantees and their respective heirs and assigns, forever, to-wit:

1. No structure shall be erected upon, or allowed to remain upon, said lot other than one (1) single family dwelling, containing no less than twenty-two hundred (2,200) square feet of heated living area. The dwelling shall be accompanied by and attached or detached garage with the identical exterior finish as the dwelling. The exterior finish material shall be brick or hardy plank. The plans and specifications for the dwelling, as well as the exterior finish, appearance and materials must be approved, in writing, by Thomas M. Allen, or by a successor named by him in a document recorded in the Office of the Register of Deeds for Anderson County, South Carolina. This restriction shall expire twenty-five (25) years from the recordation of this deed.
2. Except as modified by these restrictions, the original subdivision restrictions recorded in the aforesaid Register of Deeds office in Deed Book 16-A at Page 664 remain in full force and effect.

225

EASEMENTS. An easement for installation and maintenance of utilities and drainage facilities is reserved across five (5) feet along the side lines and rear lines of each lot as shown on said plat, except where the side lines or rear lines of a given lot abut on a street or on property adjoining Allen Hills Subdivision, in which case or cases the easement shall be ten (10) feet in width.

NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tents, shack, garage, barn, or other outbuildings shall be used or left on any lot at any time as a residence either temporarily or permanently, nor will it be permissible to stock pile any form of construction materials or the parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house.

CONSTRUCTION. Any structure must be completed within one (1) year after the initial construction has been commenced.

SIGNS. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one (1) square foot, or a sign of not more than five (5) square feet advertising the property for sale or rent, or the normal signs used by a builder to advertise the property during the construction and sales period only.

LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Anderson County Health Department.

Approval of such system as installed shall be obtained from such authority.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish.

Trash, garbage or other waste shall not be kept except in containers approved for sanitary condition.

All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall hedge or other shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

226
The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARCHITECTURAL CONTROL. No building shall be erected or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Developers as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

Approval or disapproval by said Developers shall be given in writing within seven (7) days after Developers have received said plans. In the event the Developers or their Agent fail to approve or disapprove within seven (7) days after the plans and specifications have been submitted to them or in any event, if no suit to enjoin the construction prior to the completion thereof, approval will not be required and the related covenant will be deemed to be fully complied with.

Page 3

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, unless similarly approved.

No grading or filling which would change the elevation of any lot shall be done unless approved by the Developers of said subdivision.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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

SEVERABILITY. Invalidity 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.

WITNESS Our Hands and Seals this 22nd day of April —
A. D., 1969.

IN THE PRESENCE OF:

Barbara F. Ferguson

Jane H. Ferguson

Richard K. Allen (SEAL)

Thomas L. Allen (SEAL)

HELEN A. STANBURY

BY: Richard K. Allen
Attorney in fact

STATE OF SOUTH CAROLINA,)

COUNTY OF ANDERSON,)

PERSONALLY appeared before me Barbara F. Ferguson and made oath that she saw the within named Richard K. Allen, Thomas L. Allen and Richard K. Allen, Attorney in fact for Helen A. Stanbury, sign, seal and as their Act and Deed, deliver the within written Residential Area Covenants; and that she with Jane H. Ferguson witnessed the execution thereof.

Page 4

SHOWN to before me, this 22nd day of April, A. D., 1969.

Richard K. Allen (SEAL)
Notary Public for S. C.

FILED FOR RECORD
ANDERSON, S. C.
MAY 11 4 1969