

Restrictions for Canebrake

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WHEREAS, the original developer of Canebrake Subdivision set forth the Declaration of Protective Covenants, Restrictions, Reservations and Easements for Canebrake Subdivision on or About November 8, 1990, said restrictions being recorded in the Office of the Clerk of Court for Anderson County, South Carolina on December 19, 1990 and recorded of record in Record Book 1107 At Page 344, and,

WHEREAS, Kenneth J. Moorhead is now the owner of Lots Numbered 2, 4, 11-21, 23, 25, And 27-51 on the revised plat of the subdivision hereinafter referenced, and,

WHEREAS, under Paragraph 30, Change or Amendment, as I set out in the original restrictions, this said Kenneth J. Moorhead has the right to change or amend the restrictive covenants by virtue of him being the sole developer still involved in the subdivision, as the other two Declarants in the original restrictions having disassociated themselves from the subdivision, and

WHEREAS, the tract of land has been replatted so as to allow for less lots than originally anticipated by the developers, and it is the mutual benefit that the restrictions be changed at the present time,

NOW, KNOW ALL MEN BY THESE PRESENTS, that the undersigned Kenneth J. Moorhead, hereinafter "Declarant" is the developer of those certain lots of land shown and depicted on that plat of R. D. Garrison, Reg. L.S. 13972 dated said plat being duly of record in the Office of the Clerk of Court for Anderson County, South Carolina in Plat Slide 351 at Page 6, and entitled "Final Plat of Canebrake Subdivision",

NOW, THEREFORE in consideration of the benefits accruing to the present and future owner of the lots of land included in the above referenced plat, Declarant does hereby impose the following Revised and Restated Residential Area Protective Covenants, Restrictions, Reservations and Easements which shall be applicable to all of the lots in said subdivision as referenced above.

1. DEFINITIONS

(a) "Lot" shall mean and refer to any plot of land other than road areas, shown on a recorded subdivision plat of the property and upon which a dwelling has been or may be constructed.

(b) "Declarant" shall mean and refer to Kenneth J. Moorhead; his respective heirs, executors, successors and assigns; or to some successor to whom the rights of the Declarant expressed in this Declaration might be expressly transferred.

2. LAND USE

No lot shall be used except for single family residential purposes and only one ,single family dwelling shall be erected, altered, placed or permitted on any lot (except for such other improvements as might be stated herein), PROVIDED, HOWEVER, that certain common areas may be designated by the Declarant for recreational purposes, buffer zones, and the use of the owners of residential lots in the subdivision. These areas will be designated by the Declarant and shown on the plat of Canebrake Subdivision referenced above, or on such subsequent plats as the Declarant may later record. No dwelling shall be used for transient or hotel purposes. No commercial activity of any type shall be engaged in or conducted upon any lot.

3. DWELLING COST, QUALITY AND SIZE

(a) There shall be no dwelling erected on any one of said lots with a sales price of less than Ninety thousand and no/100 (\$90,000.00) Dollars, based upon sales prices as of the date of the restrictive covenants, it being the intent and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials may be placed upon a lot if approved by the Declarant, except that the placement of any such structure on the lot shall not be allowed prior to construction of the dwelling on the lot.

4. BUILDING LOCATION

No part of any dwelling shall I be located on any lot nearer than twenty five (25) feet to the front lot line. No part of any building, under any circumstance, can be closer than ten (10%) percent of the lot width at the setback line on said lot, to either side of an interior lot line. By way of example only, if the lot in question is 80 feet wide at the setback line, no part of the building shall be closer than 8 feet to either of the two side lot lines. So that no questions can exist, it is the intent of the Declarant that no part of any building shall be closer than 8 feet to an interior lot line, regardless of the distance that would otherwise be allowed by virtue of the lot width at the setback line. No building shall be located on any lot nearer than twenty (20) feet to the rear lot line, and the front and rear of said lots to be as designated by the Declarant. No building shall be constructed closer than fifteen (15) feet to a side street as shown on the plat referenced hereinabove. The Declarant may alter these specifications named above to meet the unusual configurations of some lots. However, it is not the intent of the previous statement to waive the requirements, but to meet the demands of creating a natural setting. Any changes must be made in written form acceptable to Declarant.

5. TEMPORARY STRUCTURES

No structure of a temporary character, such as mobile homes, house trailers pre-constructed buildings of any type, (including mobile homes with wheels removed), campers, metal storage buildings, tent, shack, garage, barn or other outbuildings, shall be used or left on any lot any any time for any purpose either temporarily or permanently, nor shall it be permissible to stockpile any form of construction materials or any other substance (including the parking of equipment) on any lots actual time of construction of said dwelling.

6. SUBDIVISION OF LOTS

No lot shall be subdivided, or its boundary lines changed except with the written consent of the Declarant; however, the Declarant hereby expressly reserves to it, its successors and assigns, the right to replat any two or more lots shown on the plat of said subdivision in order to create a building plot or building plots. Any lot after replatting must be approximately the same size or larger than the average lot in the subdivision. For definitional purposes, the size of the average lot shall be determined by taking the total acreage of all 51 lots in the subdivision and dividing it by the number of lots. If a lot or lots shall have already been replatted so that the number of lots in the subdivision is less than 51, the actual number shall be used for computation purposes.

7. ARCHITECTURAL CONTROL

No structure shall be erected, constructed or placed upon any lot until the construction plans and a plan showing the location of the structure have been approved in writing by the Declarant the harmony of external design with existing structures. The word "Structure" shall include any improvement made or anticipated to be made to the property, this to include but not be limited to a residential dwelling, garage or other detached structure, swimming pool and/or pool house, child's playhouse, tennis courts, greenhouses, or fences. At the time said plans are submitted for approval, a landscape development plan may also be submitted for approval. The landscape development plan should emphasize the naturalized setting desired along the side and rear lot lines where a ten (10) foot easement has been created for a naturalized setting. Approval or disapproval by the Declarant for construction of the structures or usage of the lot shall be given in writing within 21 days after the Declarant has received said plans.

8. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, and over the rear ten (10) feet and each, side seven and one-half (7.5) feet of every lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of water drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Declarant reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants. On corner lots and other unusual situated lots the naturalized easement will be determined by the Declarant and he will have sole authority for final decision making as to where easement may be placed on said lot.

9. FENCING AND SIGHT DISTANCE

(a) No fencing of any type shall be used to enclose the front yard. The "front yard" shall be defined as the distance from the street to wherever the setback line may fall on the particular lot in question. Side and rear yard fencing must have approval of the Declarant before same may be erected or constructed on any lot. No chain link or similar type of fencing shall be allowed. No fence shall be constructed which is higher than 60 inches, except to enclose a swimming pool. In the event that the location of any structure on a particular lot shall cause questions as to where the setback line is for purposes of placing a fence, as, for example, a corner lot which fronts on two streets, final decision making authority rests solely with the Declarant as to where a fence may be placed on said lot. plants or trees permitted to grow to such height as will obstruct or diminish a clear view of intersecting streets adjacent to any lot. The Declarant reserves a right and easement to remove, at the expense of the owner of the lot in question, such obstruction which in the view of the Declarant creates a hazardous or unsafe condition to travelers in the area.

10. ELEVATION OF LOT

No substantial changes in the elevation of the land shall be made on the premises, without written approval of the Declarant. In no event shall any grading, construction, or changes in the elevation of the land be allowed which would alter the flow of water to the detriment of adjoining property.

11. CONSTRUCTION

Construction of any dwelling or structure, and landscape development plan must be completed within one (1) year after commencement of construction. During the period within which construction is underway, the owner of the lot in question is deemed to be responsible for insuring that the contractor keeps all materials, paper, and trash properly maintained, so as not to create an unsightly condition in the subdivision.

12. YABD MAINTENANCE

No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere in sight. It shall be allowable for the lot owner to maintain privacy by encouraging the natural growth of trees, but lawns and shrubbery as planted shall be kept in a neat manner within the confines of any natural growth that is remained by the lot owner. The naturalized zones must be maintained in such a manner as to enhance its natural setting.

13. SIGNS

No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) feet square, advertising the property for sale or rent, or one sign not more than five (5) feet square advertising the property for sale or rent by the builder or other signs by a builder to advertise the property during the construction and sales period of the dwelling. However, the Declarant specifically reserves the right to put one or more signs in appropriate trees of the subdivision, obtaining the name of the subdivision with such other information as might be appropriate, and the Declarant specifically reserves the right to put one or more signs in appropriate areas of the subdivision, stating the name of the street. Certain lots will have express easements reserved to the Declarant and to the Declarant's successors in interest, for the erection of street signs and/or subdivision signs, which easement shall be expressly declared at the time that the lot in question is conveyed by the Declarant to a purchaser or other transferee.

14. 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 or such other governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such system as installed, shall be obtained from such authority.

15. GARBAGE AND REFUSE DISPOSAL

No lot or common area shall be used or maintained as a dumping ground for rubbish, unless specified by the Declarant as a landfill area to be systematically filled and covered properly for landfill purposes. Trash, garbage or other waste shall not be kept except in containers approved for sanitary condition. All equipment for the storage or

disposal of such material shall I be kept in a clean and sanitary condition, and any such I containers must be screened so as not to be visible from the streets or public ways serving the subdivision.

16. NUISANCES

No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any animal, substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

17. ANIMALS, 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 purpose. Any household pet shall be the responsibility of the owner, and no household pet shall be allowed to be or become a nuisance to other lot owners or residents in the subdivision.

18. VEHICLE COVER

(a) No commercial or disabled vehicles, boats, boat trailers, motor homes, campers, or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless kept in a completely enclosed garage so that same shall not be visible from any street or public way.

(b) No lot shall be used to repair or restore any motor vehicle or boat, whether the work is performed by the owner or any other party.

(c) Temporary, part-time, and/or permanent employees of any lot owner in the subdivision shall be required to park their motor vehicles on the premises of the lot owner in question, and under no circumstances shall parking of vehicles be allowed or permitted on the streets and public ways of the subdivision. This shall not be interpreted to prohibit parking on the streets and public ways when a special gathering or event is held at a lot owner's dwelling, and the number of vehicles present exceeds the amount of space available on the lot owner's premises.

19. CLOTHESLINE

Clotheslines or drying yards shall be so located as not to be visible from any street serving premises.

20. ELECTRONIC EQUIPMENT

Antennas such as HAM radio towers and Citizens Band towers or any such similar electronic receiving or sending device, shall not be allowed and are expressly prohibited. Home television antennas, however, may be used, if discreetly placed on rooftops within the development. Satellite receiving dishes shall only be allowed if the dish is 24 inches or less in diameter, and if installation may be made so that the discreet placement of the dish on the rooftop of the dwelling can be done so that it does not interfere with the harmony of design of the structure in question, and provided further, however, that satellite receiving dishes may only be installed with prior written approval of the Declarant, or the successor to the Declarant if Declarant shall be removed from further involvement in the subdivision.

21. CUTTING OF TREES AND/OR TIMBER

A great portion of the natural beauty of Canebrake Subdivision is the large abundance of virgin timber and beautiful trees. Consistent with the overall developmental plan of the Declarant, under no circumstances shall any clear cutting be allowed on any lot or common area in the subdivision. The Declarant (or the Homeowners' Association hereinafter referenced if the Declarant shall be removed from further involvement in the subdivision) is hereby mandated to insure that no violation occurs, and injunctive relief shall be immediately sought by the Declarant if such a scheme of timber or tree removal shall become evident. This provision shall not be interpreted to prevent a lot owner from removing a tree or trees that is creating or is about to create a hazardous or unsafe condition to the owner of the lot or owners of adjoining lots. Neither shall this provision be interpreted to prevent the removal of a tree or trees which is diseased. However, written notification shall be given to the Declarant, stating (a) the reason for the removal of any tree, and (b) the date and method by which it is anticipated that removal will be made. After written notification has been given to the Declarant, if no affirmative steps have been taken by the Declarant to deny permission for the requested tree removal within seven (7) days from the date said notice is received by the Declarant, the lot owner shall be allowed to remove the trees or tree that is creating or is about to create the hazardous or unsafe condition.

22. SWIMMING POOLS

Any swimming pool, wading pool, or other type of structure containing water for recreational use shall be placed on any lot in such a manner so as to be behind the setback line on the lot in question, it being specifically prohibited that anything similar to this can be constructed or placed in the front yard of a dwelling. In any event, location of this type improvement must be approved in writing by the Declarant prior to the construction and/or installation. All swimming pools, wading pools, or other similar structures must be constructed and installed below ground level, and in no event shall one be permitted above ground level. Each lot owner shall landscape the swimming pool, wading pool, or other structure, either with shrubbery, and a conventional fence, or some other landscaping tool, so that privacy of the swimming area is maintained and so that said area is not readily accessible to individuals other than the owner. In the event a privacy fence shall be constructed, it must be in accordance with other provisions of these Restrictive Covenants relating to the installation of fences. This provision shall not be interpreted to prohibit a small inflatable or similar wading pool for small preschool children, if the privacy of the area is otherwise maintained as required herein.

23. MOTORIZED VEHICLE USE

All motorized vehicles, including but not limited to four-wheeled, three-wheeled, and two-wheeled vehicles, this to include but not limited to go-carts, three wheelers, motorcycles, motorbikes, and mopeds, must contain a muffler system to reduce noise so as not to create an annoyance or nuisance to the lot owners in the subdivision by reason of the operation of said vehicle. In no instance will any of the above referenced motorized vehicles be permitted to operate on any of the walkways, paths or other common areas of the subdivision.

24 HOMEOWNER'S ASSOCIATION

Declarant will maintain the common areas located at the entrance of the subdivision until such time as at least Seventy-five (75%) percent of the lots are sold within the subdivision. At that time a Homeowners' Association may be formed by Declarant or by other interested parties within the subdivision to hold title to the property located at the entrance of the subdivision. The owners of all 51 lots shall be members of the Homeowners' Association and each lot shall have an equal vote with respect to the operations of the Homeowners' Association. The Homeowners' Association will be chartered as a nonprofit corporation to hold title to the common property for the benefit of all owners within Canebrake Subdivision. Declarant herein shall not be a member of the Homeowners' Association in his capacity as developer and shall not be required to pay membership fees or annual dues or assessments as may be voted from time to time by the Association. However, insofar as Declarant may own a lot in the subdivision for his personal use and benefit, and not in his capacity as Declarant, he shall be a member of and be subject to the obligations and duly enacted by-laws of the Canebrake Homeowners' Association, Inc.

At any time a lot within the subdivision is conveyed or reconveyed, the ownership of the share of the Homeowners' Association shall automatically vest in the new owner upon the recording of the deed. Any grantee in any deed conveying interest in any lot in the subdivision agrees to pay from time to time prorata share of the expenses incurred by the Association for the maintenance of the common area of the subdivision. Assessment shall be levied by the Association in accordance with the bylaws and if it remain unpaid, shall constitute a lien upon the premises of said resident or property owner and shall remain a lien until paid in full. The sale or transfer of any lot in the subdivision shall not effect any lien for assessments provided herein.

25. SUBORDINATION OF ASSESSMENTS AND/OR CHARGES AND/OR LIENS TO MORTGAGES

(a) The lien and permanent charge of the annual assessments (together with interest thereon and costs of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any mortgage placed on such lot if, but only if, all such assessments with respect to such lot having a due date on or prior to the date such mortgage is filed for record have been paid.

(b) Such subordination is merely a subordination and shall not relieve the property owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is the property owner; shall not relieve such property from the lien and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of any such subordination as against a mortgage or such mortgagee's assignee or transferee by foreclosure or levy and execution); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any proceeding executing upon the property shall relieve any existing or previous property owner of such property or the then and subsequent property owners for liability for any assessment provided for hereunder coming be after such sale or transfer.

(c) Notwithstanding the foregoing, the Homeowners' Association may at any time, either before or after any mortgage or mortgages are placed on such property, waive, relinquish or quit-claim in whole or in part the right of the Homeowners' Association to assessments provided for hereunder with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

26. CHANGE OR AMENDMENT

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 forty (40) 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 majority of the then owners of the lots in the subdivision has been recorded, agreeing to change said covenants in whole or in part.

27. CHANGE OR AMENDMENT

The Declarant reserves unto himself the right to change the terms and provisions of these restrictions by instrument in writing and recorded in the Office of the Clerk of Court for Anderson County, South Carolina. After 75% of the lots in the Subdivision have been sold by Declarant or his predecessors, these restrictions may only be changed or amended in writing signed by 75% of the lot owners in said subdivision, with the approval of Declarant. The lots owned by Declarant can be counted in the 75% majority. At such time as the Declarant herein shall determine that the purposes of the subdivision have been largely accomplished he can so declare this in an instrument in writing, in recordable form, and withdraw from active involvement, affirmatively stating that at that time in said document that the right to manage or control the subdivision has been relinquished to 75% majority rule of the lot owners, or to the Homeowners' Association if one has been formed.

28. PARAGRAPH HEADINGS

Paragraph headings, sub-headings and/or designation are for the sake of convenience only, and shall not be a determining factor in dealing with any questions that might arise concerning the intent, meaning, or interpretation of any provision of this Declaration.

29. GENDER USEAGE

The use of the masculine form of pronoun is for the sake of convenience only, and the masculine form shall be held to include the feminine form as is necessary to give full effect and meaning to this Declaration.

30. ENFORCEMENT

Enforcement shall, be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both, as the case may be. I

31. SEVERABILITY

Invalidation of any one or more 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.

All of the covenants, restrictions, reservations, easements, and servitudes set forth herein shall run with the land and any grantee, by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations, and servitude's and agrees for himself, his heirs, administrators, successors and assigns to be bound by each of such covenants, restrictions, reservations and servitude's jointly, separately, and severally.

IN WITNESS WHEREOF, the said Declarant has caused his hand and seal to be hereunto affixed this 11th day of January, 1993.

STATE OF SOUTH CAROLINA)

)

COUNTY OF ANDERSON)

PERSONALLY appeared before me Diane M. Montgomery and made oath that (s)he saw the above named Kenneth J. Moorhead, sign, seal and as his act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that (s)he with Steven M. Yon witnessed the execution thereof.

SWORN TO and before me this

11th day of January, 1993.