

17-3-4-233

STATE OF SOUTH CAROLINA) RESIDENTIAL AREA COVENANTS
COUNTY OF ANDERSON) CLARENDON SUBDIVISION

WHEREAS, I, Daniel L. Castles, of Anderson County, South Carolina, herein called the owner of a certain subdivision described on a plat by Robinson Engineering Service, Anderson, South Carolina as Clarendon which is recorded in the Office of the Clerk of Court for Anderson County, South Carolina in Plat Book 80 at page 169.

NOW THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of the remaining lots in said subdivision which are included on the above plat and with the exception of the following lots which I have previously deeded: Lots 7, 8, 52, 54, 58, 59, 60, 61, 62, 63, 65, 66, 67, 68, 69, 70, 71, 76, 77, 78, 79 and 80.

I do hereby impose the following protective and/or restrictive covenants on the said remaining lots of Clarendon Subdivision as appear on said plat as follows:

- I. LAND USE. This lot shall be used only for residential purposes and shall have constructed thereon only the type of buildings described hereinafter. Usage of said lot for any business or commercial enterprise or usage thereof for any activity other than a family dwelling site with the type dwelling described hereinafter shall constitute a violation of these covenants defined hereinafter.
- II. BUILDING TYPE. Said lot shall be used for one detached single family dwelling of the cost, quality, and size described hereinafter and no detached garages, outbuildings or storage sheds or fences shall be constructed thereon without prior approval in the manner set forth hereinafter by the abovementioned owner, who is the sole judge of whether the proposed outbuildings, garage, or other buildings and fences shall be compatible with other buildings in the subdivision.
- III. DWELLING COSTS, QUALITY AND SIZE. Any dwelling placed upon said lot shall contain a minimum of 2500 square feet of heated space or shall cost not less than \$50,000.00 based upon today's cost of labor and materials and any such dwelling shall be of brick veneer construction or

or upon the prior approval by the aforementioned owner, who shall be the sole judge of whether such materials shall be compatible with other buildings in the subdivision of any other material.

IV. SUBDIVISION OF LOTS. This lot shall not be subdivided or its boundary line changed except with the written consent of the owner hereinabove named.

V. BUILDING LOCATION. No part of any building shall be located on said lot any nearer than 66 feet to the front line and no part of any building shall be located nearer than 20 feet to any side lot line and no building shall be located nearer than 25 feet to the rear lot line.

VI. EASEMENTS. Easements for installation and maintenance of utilities are reserved along and over the rear 5 feet of said lot as shown on the subdivision except where the back of said lots form the boundary of subdivision, then said easement shall be 10 feet across the rear of said lot.

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

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

IX. CONSTRUCTION. ANY STRUCTURE MUST BE COMPLETED WITHIN ONE YEAR AFTER THE INITIAL CONSTRUCTION HAS BEEN COMMENCED.

X. SIGNS. No sign of any kind shall be displayed to the public view on said lot except a professional sign of not more than one square foot, a sign of not more than five 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.

XI. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on said lot except dogs, but not cats or other household pets may be kept, bred or maintained for any commercial use or purpose.

XII. SEWAGE DISPOSAL. The owner of said lot shall utilize the water and sewage facilities of the Hammond Water and Sewer Company, Inc. or its successor, if such company does exist and does furnish such facilities and any such sewage disposal system constructed prior to it being furnished by Hammond shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Anderson County Health Department.

XIII. GARBAGE AND REFUSE DISPOSAL. This lot shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in enclosed containers so as to maintain sanitary conditions.

XIV. ARCHITECTURAL CONTROL. No building shall be erected, constructed or placed upon said lot until the construction plans and specifications and a plan showing the location of the structure shall have been approved in writing by the above mentioned owner as to quality of workmanship and materials, as to location with respect to topography and finished grade elevation. Approval or disapproval by the above mentioned owner for construction of the residential dwelling or other buildings or usage of the lot shall be given in writing within seven days after the owner hereof has received such plans. In the event the owner or his agent fails to approve or disapprove within seven days after the plans and specifications of proposed construction or usage have been submitted to him, or in any event, if no suit to enjoin the construction prior to completion thereof, approval will not be required and the related covenants will be deemed to be fully complied with.

XV. TERMS. 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 (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five years unless an instrument signed by the owners of the lot has

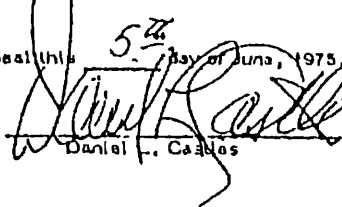
been recorded, agreed to change said covenants, in whole or in part.

XVI. CHANGE OF AMENDMENT. Any change or amendment of these restrictions shall be made only by an instrument in writing signed by the lot owners.

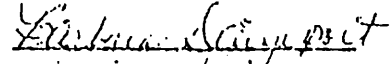
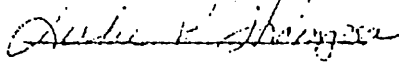
XVII. ENFORCEMENT. Enforcement of these restrictions shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

XVIII. 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 my Hand and Seal this

5th day of June, 1975.

Daniel L. Castles

IN THE PRESENCE OF:

JUN 24 10 03 AM '75

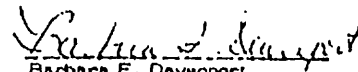
STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

PERSONALLY appeared before me Barbara F. Davenport

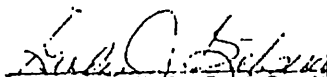
and made Oath that she saw the within named Daniel L. Castles sign, seal and as his act and deed deliver the within written instrument and that she with Daniel L. Castles witnessed the execution thereof.

SWORN to before me this the

5th day of June, 1975.


Barbara F. Davenport

RECORDED JUN 24 1975 10 03 AM
C. J. BULLOCK, CLERK

 (SEAL)
Notary Public for South Carolina
My commission expires: 1-31