

EX-19-C 143

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

~~DEVONSHIRE RESIDENTIAL~~ AREA PROTECTIVE  
COVENANTS, RESTRICTIONS, RESERVATIONS  
AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that W. RAY THOMPSON COMPANY, INC., as owner and developer of that certain tract of land in Hopewell Township, Anderson, South Carolina, and in School District No. Five (5) of said County, containing 127.3 acres, more or less, lying on the east side of the old location of State Highway 81 and being all of the parcel of land of 155 acres, more or less, particularly shown upon a plat of the same by Smith & Smith Civil Engineers and Land Surveyors dated January 8, 1960 and recorded in the office of the Clerk of Court for said County in Flat Book 48 at page 133, less the tract of land containing 27.7 acres, more or less, particularly shown on a plat by Farmer and Simpson Engineers dated November 2, 1978 and recorded in said office in Flat Book 84 at page 634. The parcel herein described is bounded on the southwest by the 27.7 acres parcel referred to above, on the west by the old location of State Highway 81, on the north by lands of W. W. Thompson, on the east by Big Beaverdam Creek and on the south by lands of the Estate of Miss Faustina Tucker.

WHEREAS, said tract of land has been subdivided into residential lots as shown upon a subdivision plat of Devonshire Subdivision made by Farmer and Simpson Engineers, dated 28th day of May, 1979, which is record in the Office of the Clerk of Court for Anderson County, South Carolina, in Flat Book 85, at Page 477;

NOW, THEREFORE, in consideration of the foregoing, and the benefits accruing to the present and future owners of the lots of land included in said area on said plat, we do hereby impose the following Residential Area Protective Covenants, Restrictions, Reservations and Easements which shall be applicable to all of the lots in said subdivision.

1. RESIDENTIAL USE. 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.

2. BUILDING TYPE. (a) Each 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 shall be constructed thereon except as hereinafter provided without prior approval in the manner set forth in Paragraph 6 hereinafter by the undersigned, who is and shall be the sole judge of whether the proposed outbuilding, garage, or other building shall be

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(b) All drives shall be constructed of concrete, asphalt, or other materials which are approved by owner and developer.

(c) No mobile homes, prefabricated buildings, trailers, or any temporary structure shall be permitted for residential purposes on any lot.

3. DWELLING COST, QUALITY AND SIZE. (a) No dwelling house shall be placed on any lot at a cost less than Forty-eight thousand and no/100 (\$48,000 dollars, based upon prices prevailing as of this date, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of design and workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

(b) Each dwelling shall have a minimum of One thousand five hundred (1,500) square feet of heated living area, and shall have accommodations for at least two cars, said garage or carport, attached or unattached, to have at least five hundred (500) square feet of area; further provided, however, if the dwelling to be erected on said lot of subdivision has at least One thousand seven hundred fifty (1,750) square feet of heated living area, then the garage or carport may be omitted. If garage or carport is omitted under this provision, but is later erected, the plans therefor must be approved by the owner and developer. In lieu of garage or carport area, porch areas of equal square footage may be built on house, if approved by the owner and developer.

4. BUILDING LOCATION. No part of any building shall be located on any lot nearer than sixty (60) feet to the front lot line, and no part of any building shall be located nearer than fifteen (15) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. A detached storage building may be constructed within ten (10) feet of the rear or side lot lines, overhand included, provided it is first approved and authorized by the owner and developer. It is further provided, however, that the owner and developer may, at its discretion, alter and reduce the minimum requirements hereunder for lots which have a configuration that will not permit application of these requirements.

5. TEMPORARY STRUCTURES. No structure of a temporary character, such as mobile homes, house trailers, preconstructed buildings of any type, (including mobile homes with wheels removed), campers, basement, tent, 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 shall it be permissible to stockpile any form of construction materials or any other substance 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.

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6. ARCHITECTURAL CONTROL. No building shall be erected, constructed or placed upon any lot until the construction plans and specifications and a plan showing the location of the structures have been approved in writing by the above mentioned owner and developer as to quality of workmanship and materials, of harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Approval or disapproval by the above mentioned owner and developer for construction of the residential dwelling or any other buildings or usage of the lot shall be given in writing within twenty-one (21) days after owner and developer hereof has received said plans. In the event the owner or its agent fails to approve or disapprove the plans and specifications of proposed construction on or before the twenty-first day after submission to owner and developer, or in any event, if no action has been commenced to enjoin the construction prior to completion thereof, approval will not be required and compliance with the related covenant will be deemed.

7. SUBDIVISION OF LOTS. No lot shall be subdivided, or its boundary lines changed except with the written consent of the owner and developer; however, the owner and developer hereby expressly reserves the right to replat any one or more lots shown on the plat of said subdivision.

8. EASEMENTS. (a) Easements for installation and maintenance of utilities and drainage facilities are reserved along and over the outside ten feet of each lot or tract on all sides thereof.

(b) The undersigned reserves an easement and right of way over any lot which is contiguous to or abuts to any stream, branch or water channel in the subdivision which shall be twenty (20) feet in width from the center line of the stream, branch or water channel in the subdivision which right of way and easement shall be for the purpose of dredging, straightening, cleaning and maintaining the stream.

9. FENCING AND SIGHT DISTANCE. (a) No fencing shall be used to enclose any front or side yard, except if constructed of picket, rail or other decorative materials for landscaping or ornamental purposes as approved by owner. Rear yards, in addition to above, may be enclosed with chain link material. No fence shall be constructed which is higher than 60 inches, except to enclose a swimming pool.

(b) No fencing shall be constructed or shrubbery, 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 undersigned reserves a

right and easement to remove, at the expense of the owner, <sup>and developer</sup> such obstruction which in its view creates a hazardous or unsafe condition to travelers in the subdivision.

10. ELEVATION OF LOT. No substantial changes in the elevation of the land shall be made on the premises, without written approval of owner.

11. CONSTRUCTION. Construction of any residence must be completed within one year after commencement of construction.

12. YARD MAINTENANCE. No weeds, underbrush, or other unsightly growths 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 thereon.

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 feet square advertising the property for sale or rent by the builder or other signs by a builder to advertise the property during construction and sales period of said house.

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 shall be used or maintained as a dumping ground for rubbish, unless specified by owner and developer 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16. NUISANCES. No lot or tract shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot or tract to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any 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 proper

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. Horses may be maintained as long as they are sheltered properly in an attractive building with proper fencing. Three (3) acres are required to accommodate one horse; each additional horse shall require one additional acre per horse.

18. VEHICLE COVER. (a) No commercial or disabled vehicles, boats, or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot or tract of the subdivision unless kept in a completely enclosed garage.

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

19. CLOTHES LINE. Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises.

20. TANKS, ETC. No elevated tanks of any kind shall be erected, placed or permitted on any part of such premises, provided, that nothing herein shall prevent the owner, their heirs, successors and assigns, from erecting, placing, or permitting the placing of tanks and other water system apparatus on such premises for the use of the water company serving such premises. Any tanks for use in connection with any residence constructed on such premises including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, roads, or streets.

21. 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-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the lot owners of the lots has been recorded, agreeing to change said covenants, in whole or in part. In determining a majority of the lot owners, the owner (s) of each lot, including the owner and developer, shall have one vote for each lot owned.

22. CHANGE OR AMENDMENT. The Terms and provisions of these restrictions may be changed or amended by an instrument in writing signed by a majority

of the lot owners in said subdivision. The owner(s) of each lot, including the owner and developer herein, shall have one vote for each lot owned.

23. 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.

24. SEVERABILITY. Invalidation 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.

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

IN WITNESS WHEREOF, the said Owner and Developer has caused his hat and seal to be hereunto affixed this 13 day of JUNE, 1979.

In the Presence Of:

Harold P. Threlkeld  
Harold P. Threlkeld

W. RAY THOMPSON COMPANY, INC.  
By: W. Ray Thompson (SE)  
President  
Grace D. Thompson (SE)  
Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

PERSONALLY appeared before me Sharon G. Wilson who being duly sworn says that she saw the within named W. RAY THOMPSON CO., INC., by W. Ray Thompson, its President, Attested by Grace D. Thompson, its Secretary, sign, seal and as its Act and Deed, deliver the within written Residential Area Protective Covenants, Restrictions, Reservations and Easements; and that she with Harold P. Threlkeld witnessed the execution thereof.

SWORN to before me this 13 day of JUNE, A.D., 1979.

Harold P. Threlkeld (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 11/06/82

Recorded this 14th day of JUNE, A.D. 1979  
in Vol. 14-C Page 143  
at 11:06 a.m.  
C. J. Swadlow  
Anderson County

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