

00267

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**PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR SPRINGCREST
SUBDIVISION, EDGEFIELD COUNTY, SOUTH CAROLINA**

WHEREAS, James F. Martin and Jack J. Jackson (Developers) own that certain real property known as Springcrest Subdivision containing Lot Numbers 1 through 38 as will more fully appear by reference to a plat thereof, prepared by Ernest R. Bryan, Jr., R.L.S., dated August 1, 1995 and recorded in the Office of the Clerk of Court for Edgefield County in J.N. 3888 at page —; and

WHEREAS, Developers desire to subject Lots 3 through 36 to certain protective covenants for the mutual benefit of future owners and to ensure an orderly and consistent development of the property. It is specifically acknowledged that Lots 1, 2, 37 and 38 are excluded from these restrictions.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by all present and future owners of the property affected hereby, Developer hereby subjects the entire parcel of property described above (hereinafter called the "Property") to the following restrictions, covenants, obligations, and easements; and hereby grants to and bestows upon all present and future owners of fee simple title to any portion of the Property, the easements and rights attributed below to such owners.

- 1) The property shall be used for residential purposes only.
- 2) Only one single family residence may be placed on a lot for residential purposes.
- 3) No structure of a temporary character such as tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, and no residence shall be built on any lot which does not contain a minimum of one bath.
- 4) No dwelling shall be erected or permitted on any lot that shall contain less than 1000 square feet, not including open porches or carports. No outbuilding shall be erected of a temporary nature and should an outbuilding be desired, its designs and specifications shall be approved by the grantor, his agents, successors or assigns, prior to construction.
- 5) The foundation of any dwelling unit shall be enclosed except for necessary ventilation. Such enclosure shall be installed within 90 days of installation of any dwelling unit.
- 6) No dwelling unit or other structure shall be situated nearer than forty (40) feet to any street nor nearer than ten (10) feet to any side lot line.
- 7) The exterior body of any dwelling on any lot or tract must be either solid brick, brick veneer, stucco, vinyl siding or its equivalent, wood shingles, natural stone or marble, or exterior rough sawn plywood board and batten.
- 8) No domestic animals or fowl of any type shall be housed or kept on said property except household pets. No more than three (3) pets shall be allowed per lot.
- 9) No sign or advertising displays, other than for the sale of lots or homes may be placed on lot.

FILED

12:30 P.M.
8-1 1995
Allen H. Brown C.C.P.

- 10) No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pick up by governmental or similar garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any such unsightly items or items listed above, then the grantor, his agents, successors or assigns, may enter upon such property fifteen (15) days after posting a notice thereon, requesting the owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the owner's cost. No such entry shall be deemed a trespass. Grantor's notice shall be sufficient if it states in substance:

"Please remove this unsightly item or growth: (describe here) within fifteen (15) days or I shall do so at your expense. You are violating the restrictions."
- 11) No fence, except 36" - 48" wood picket fence shall be allowed in front of property and must be restricted to residential (commercial-grade) fence and in backyards only not to exceed five (5) feet in height. No barbed wire or chicken wire allowed on property.
- 12) The exterior of all homes and other structures must be completed within nine (9) months after the date of the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or the builder due to strikes, fires, national emergency or natural calamity, the time may be extended by the Grantor, his agents, successors or assigns.
- 13) No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- 14) Only one (1) motor vehicle, which is not currently licensed and insured, shall be allowed to remain on any lot.
- 15) A ten (10) foot easement for the placement of drainage and utilities is hereby reserved along each boundary, of all lots. Also all easements for drainage and utilities and other services as shown on the plat of said subdivision by Ernest R. Bryan, Jr. Surveyor, dated the 7 day of July, 1995 as recorded in the Office of the Clerk of Court for Edgefield County, South Carolina in: File No. A-29821
- 16) The sewerage from any dwelling which may be located on said property, or any portion thereof, shall be disposed of by means of standard plumbing connected with a modern septic tank, commonly acceptable for sewerage disposal, and the owner of any portion of the property described herein covenants and agrees to comply with all reasonable protective and sanitary regulations.
- 17) These covenants shall 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, at which time the covenants will be automatically extended for successive ten (10) year periods unless by vote of a majority of the then owners of lots agree to change the covenants in whole or in part.



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- 18) Should any owners, their heirs, executors or administrators violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violation or attempting to violate any such covenants. Provided, however, that no violation shall affect the validity of any mortgage, or other lien of record prior to such violation.
- 19) Invalidation of any of these covenants by judgment of court order shall in no ways affect any of the other provisions which shall remain in full force and effect.

DONE THIS 15th DAY OF August, 1995 AT EDGEFIELD,
SOUTH CAROLINA

IN THE PRESENCE OF:

Uphette Upmound
Linda B. Stoe
Uphette Upmound
Linda B. Stoe

James F. Martin
James F. Martin, Owner and Developer
Jack J. Jackson
Jack J. Jackson, Owner and Developer

STATE OF SOUTH CAROLINA)
COUNTY OF EDGEFIELD)

PERSONALLY APPEARED, the undersigned witness and made oath that (s)he saw the within named James F. Martin, Owner and Developer, and Jack J. Jackson, Owner and Developer, sign, seal and as their act and deed, deliver the within document, and that (s)he along with the other witness subscribed above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS Uphette Upmound
15th DAY OF August, 1995.

Linda B. Stoe
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 1/21/97