

Archdale Landing

Archdale Landing covenants are effective on properties located on the following streets:

Blueridge Trail: All
Laurel Ridge Road: All
Sawpit Gap Road: All
Sunrise Road: All
Timberline Trail: All

Official copies are recorded at the following locations:

Restrictive Covenants: Volume 525, Pages 418 - 421

Plats: E 73, 129 & 298

DISCLAIMER: These Restrictive Covenants and Easements were transcribed from the originals and are provided strictly for informational purposes only. The author makes no claims as to their accuracy. They also do not contain every Amendment, Deviation, Lot Line Adjustment or Waiver on record.

If a completely accurate document is required, please contact your attorney or the Registrar of Deeds for Dorchester County.

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

RESTRICTIVE COVENANTS
AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that CAROLINA PACIFIC, INC., herein-after referred to as "Developer" or "Subdivider", hereby covenants with all persons including their heirs and assigns, who shall hereafter purchase lots in the subdivision known as ARCHDALE LANDING, the same being a single family residential subdivision in Archdale Subdivision [one hundred forty-four (144) lots], Dorchester County, South Carolina, shown on a preliminary plat thereof, prepared by Tynes, Seamon and Whiteside, dated October 5, 1983, approved and on file with the Dorchester County Planning Commission. Phase I of such subdivision being thirty-two (32) lots shown on a plat thereof prepared by Trico Surveying, Inc. and dated June 28, 1984, and recorded in the Office of the Clerk of Court for Dorchester County, South Carolina in Plat Cabinet.

1. 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 thirty (30) years from the date these covenants are recorded; and thereafter, said covenants shall automatically renew for successive ten (10) year periods unless, by vote of a majority of its then owners of the lots, it is agreed to change said covenants in whole or in part; PROVIDED, that in the case of ownership of more than one lot, said owner of these lots will have one (1) vote for each lot owned, and further provided that multiple owners of single lot shall have one vote among them.
2. If the parties hereto, or any one of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any persons owning real property in said subdivision, or any entity established for the purpose of protecting said lots, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent such violation or to recover damages or other dues therefor.
3. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.
4. All lots referred to herein shall be residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not exceeding two and one-half stories in height, a private garage for not more than three cars, and other buildings incidental to residential use. No servants' quarters or rental units shall be erected or maintained in, over, or along side the other building.
5. No residence shall be constructed or permitted to remain on any lot which residence does not have at least 900 square feet of improved heated living floor area.
6. All buildings shall be located on lots in accordance with any ordinance of the County of Dorchester, State of South Carolina affecting same, and with the approval of the Developer. No building shall be erected on any lot nearer any front or side street line than the building setback line shown on the recorded map, except that an unattached garage or carport any portion of which is nearer than two feet to an interior side lot line shall not be deemed a violation of this covenant if the same is located in its entirety on the rear one-quarter of the lot.
7. The lots subject to the within restrictions shall not be divided nor shall less than the whole of any one lot be sold or conveyed unless subdivided into two portions, which portions shall be owned by or conveyed to the respective owners of the two adjoining lots on each side so as to become parts thereof, except for property line adjustments between lots where in the opinion of the Developer, it is desirable for conservation of the beauty of the subdivision.
8. No noxious or offensive trade or other activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors.

9. No trailer, basement, tent, garage, or other structure erected or placed on any lot shall be used at any time as a residence, temporarily or permanently. No building shall be occupied or made use of on any lot unless absolutely completed, nor shall it be occupied as living quarters while the dwelling house is under construction, or prior thereto.

10. No structure shall be constructed on any lot unless said structure is constructed with same or similar materials as the residence located thereon and is of similar architectural design and the owner of the lot submits construction plans to and obtains the approval of the Developer. No fence except split rail fence shall be erected on any lot without the permission of the Developer. All plans must be approved or disapproved by Developer within ten (10) days after their submission. Developer's failure to act within such time shall be deemed to constitute approval of the plans. All materials shall conform and be harmonious and compatible with surrounding structures.

11. No truck having a load capacity of over 1/2 ton, camper trailer, recreational vehicle, boat, or canoe shall be parked regularly or temporarily on or in front of any lot.

12. No animals shall be raised, bred, or kept on any lot except household pets which shall not be raised, bred, or kept for commercial purposes.

13. No rubbish, debris, junk, or wrecked or inoperable motor vehicles shall be allowed to remain on any lot, except temporarily while awaiting pickup by a governmental or private removal service. No trash, garbage, or other waste shall be kept except in sanitary containers. No incinerator shall be erected or used for the burning of rubbish, trash, garbage or other waste. In the event any owner of any developed lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Developer may, at its option, ten (10) days after posting a notice thereon, or mailing a notice to said owner at this property address, requesting owner to comply with the requirements of this paragraph, enter and remove all such unsightly items and growth at said owner's expense, and owner shall be personally liable to the Developer for the costs of removal. By acquiring property subject to these restrictions, each and every owner agrees to pay such costs promptly upon demand by the Developer, its agents, assigns, or representatives. No such entry as provided herein shall be deemed a trespass.

14. Nothing shall be established, conducted, or done on any lot which shall be a nuisance.

15. There shall be no sewage disposal from the lot save by sewer, septic tank or other sewer methods approved by the Dorchester County or State Board of Health.

16. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In addition, irrespective of whether the same are shown on the recorded plat, easements for installation and maintenance of utility and drainage facilities are reserved over those parcels contiguous to the rear and side lot lines which said are ten (10) feet wide along the rear lot lines and five (5) feet wide along the side lot lines. Moreover, where necessary, easements are reserved for draining facilities, which said easements are ten (10) feet in width (or such lesser width as Developer may determine) and will be located by Developer, in the exercise of its sole discretion, but with the understanding that same shall not interfere with improvements placed upon any of the lots. Were a right-of-way for a drainage easement is asserted by Developer and the drainage facilities are installed upon the ground, there shall be no grading or regrading within or without the easement which will or may have the effect of obstructing the free flow of water in the easement and in the vicinity of same.

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

18. These restrictions may be altered, modified, canceled or changed at any time with the written consent of the majority of the owners of the lots covered by these restrictions.

IN WITNESS WHEREOF, CAROLINA PACIFIC, INC. has caused these presents to be executed in its name by the hereinbelow partners this 26th day of October, 1984.

Signatures on file with original.