

# Archdale Manor

Archdale Manor covenants are effective on properties located on the following street:

Curtisston Court: All

Official copies are recorded at the following locations:

Restrictive Covenants: Volume 615, Pages 490 - 495

Plat: F 388

**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  
ARCHDALE MANOR

WHEREAS, the undersigned S & E CONSTRUCTION CO., LTD., Developer, and JOHN S. FOX, are the owners of all lots of land in that portion of Archdale, as shown on a plat entitled "FINAL PLAT OF ARCHDALE MANOR A SUBDIVISION CONSISTING OF 2.78 ACRES LOCATED IN DORCHESTER COUNTY, S.C.", prepared by Alpha Engineering & Surveying, Inc., dated September 3, 1987, revised March 9, 1988, and recorded in Plat Book F, Page 388, in the Office of the Clerk of Court for Dorchester County; and

WHEREAS, it is the desire and intention of said owners to impress and restrict all of their lots on said plat. with suitable and useful restrictions.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that all deeds to lots owned by the undersigned situate in said subdivision shown on the above mentioned plat, whether or not so stated in the deed, shall be subject to the following covenants, restrictions, limitations and easements:

ONE: All lots shall be known and described as residential lots, and no structure shall be erected and/or used on the property herein conveyed for any other purpose than for a residence, with the exception as to outbuildings hereinafter set forth, and no form of combined business and residential use shall be made of any such buildings. Only one residence, not exceeding two and one-half (2 1/2) stories in height, shall be permitted on each lot. Outbuildings may be erected on the property for servant quarters, garage and/or small sheds.

TWO: BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or to the side street line than twenty-five (25') feet. No building shall be located nearer than seven and one-half (7.5') feet to an interior lot line; in the case of a corner lot, the Developer shall have the option to place the house diagonally across the lot so as to face the corner of any two streets or a circle, and no nearer than twenty-five (25') feet to any street line. No building shall be located nearer to a rear lot line than thirty (30') feet. For the purpose of this covenant, eaves, steps, carports and open porches shall not be considered as part of the building; provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. These setback provisions may be waived by the Developer, in its sole discretion, due to topographical considerations or wherever an undue hardship will result.

THREE: 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; however, the Developer does reserve unto itself, its successors or assigns, the right to relocate, open or close streets shown on said plat, and to revise, resubdivide, and change the size, shape, dimensions and location of lots in said subdivision, and upon such relocation, opening or closing of streets, or revision, resubdivision or changing of size shape, dimensions and location of lots, the covenants, conditions, restrictions and reservations hereby imposed shall be applicable to the resulting lots in lieu of the lots originally shown on said plat prior to such revision, relocation or change; provided, however, no lot sold prior to such revision, relocation or change shall be deprived of that portion of the street or streets on which it bounds, nor of access to such lot from the streets in said subdivision; provided, however, no lot shall have an area less than the smallest lot now shown on said plat.

FOUR: No noxious or offensive trade shall be carried out upon any lot, nor shall anything be about thereon which may be or become an annoyance or nuisance to the neighborhood.

FIVE: No one-story dwelling shall be permitted on any lot in the subdivision consisting of less than 1,600 square feet of living space, and not less than 1,800 square feet in the case of a dwelling of more than one story. This does not include porches, carports, breezeways, decks or garage.

SIX: No trailer, basement, tent, shack, garage, garage apartment, duplex or multi-family dwelling, barn or other outbuildings erected on this tract shall be at any time used as a residence, temporarily or permanently, nor shall any trucks of more than one-half (1/2) ton capacity be parked regularly on any lot.

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

EIGHT: An easement on the back line of each lot shall be reserved as appearing on the recorded plat, but if not shown on said plat, a five (5') feet easement on the back line and a six (6') foot easement on the side lot line of each lot shall be reserved for drainage and for use of poles, wires, sewers and other public utilities. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above.

NINE: No structure of any kind shall be erected, installed, altered or maintained on any lot until end unless the complete design, plans, specifications and location shall have been approved in writing by the Developer or its assign. All plans must be approved or disapproved by the Developer within thirty (30) days after they have been submitted, and in the event no disapproval is made within thirty (30) days, the plans shall be deemed to be approved.

TEN: No dwelling shall be erected in said subdivision having an exterior finish of asbestos shingles concrete block or cinder blocks, unless said concrete or cinder blocks shall be stuccoed on the outside. Nor shall any fence be permitted on any lot except those of an ornamental nature, and then only to extend from the rear of a dwelling around the rear of a lot. All fences to be erected shall first be approved by the Developer.

ELEVEN: No trees with a diameter at ground level of four (4") inches or more may be removed from any lot, unless and until approved by the Developer.

TWELVE: 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.

THIRTEEN: LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pet may be kept provided that they are not kept, bred or maintained for any commercial purposes.

FOURTEEN: GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

FIFTEEN: Nothing herein contained shall be held to impose any restriction, condition, limitation or easement upon any land of the Developer other than the lots set out and shown on the plat hereinabove referred to.

SIXTEEN: These covenants are to run with the land and shall be binding on all parties and all person claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then owners of the said lots has been recorded, agreeing to change said covenants in whole or in part. Failure to enforce any condition of these restrictions shall not be construed a waiver of the right to do so.

SEVENTEEN: 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.

EIGHTEEN: 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.

NINETEEN: These restrictions may be altered, modified, canceled or changed at any time with the written consent of the majority of the owners of the vote covered by these restrictions, multiple owners of one lot counting as one vote.

TWENTY: Each owner shall be assessed a proportionate monthly charge for street lighting service, as prescribed by the South Carolina Public Service Commission, which assessment shall be billed monthly by the South Carolina Electric & Gas Co. on their regular statement of electricity used by the owner.

IN WITNESS WHEREOF, the undersigned corporation by its proper officer and the undersigned individual have caused these present. to be executed this 10th day of August, 1988.

**Signatures on file with original.**