

Oaks of Archdale

Oaks of Archdale covenants are effective on properties located at the following addresses:

Mansfield Boulevard: 100 - 157

Willow Oak Circle: All

Official copies are recorded at the following locations:

Restrictive Covenants: Volume 511, Pages 180 - 182

Plat: E 9

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

THE OAKS OF ARCHDALE
RESTRICTIVE COVENANTS
AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that CAROLINA PACIFIC, INC., hereinafter 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 THE OAKS OF ARCHDALE, the same being a single family residential subdivision in Archdale Subdivision, Dorchester County, South Carolina, shown on a plat thereof, prepared by Thomas W. Bailey of Associated Surveyors and Engineers dated January 10, 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 a 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 two cars, and other buildings incidental. No servants' quarters or rental units shall be erected or maintained in, over, or along side the other building.
5. All buildings shall be located on lots in accordance with accordance of the County of Dorchester, State of South Carolina affecting same, and with the approval of the Developer. The intended purposes of locating the buildings on said lots is to maximize the historic beauty of the oak trees thereon and to minimize the impact development will have on said trees.
6. 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 unto 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.
7. No noxious or offensive trade or other activity shall be carried out upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors.
8. 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, prior thereto.

9. No structure or fence may be erected on any lot unless and until the owner of the lot submits construction plans to and obtains the approval 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.

10. 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.

11. 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.

12. 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.

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

14. 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 Health.

15. 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') foot easement on the back line and a three (3') foot easement on the side lot lines 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 designated above.

16. 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.

17. 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 herein below partners this 2nd day of April, 1984

Signatures on file with original.