

Archdale I

Archdale I (Green section) covenants are effective on properties located at the following addresses:

Old Dominion Drive: 114, 116, 201 to 226, 228, 230, 232, 234

Bay Tree Lane: All

Botany Bay Boulevard: 100 to 146, 148, 150

Palmetto Bluff Drive: 101 to 116

Official copies are recorded at the following locations:

Restrictive Covenants: Volume 284, Pages 57 - 61

Amendment 1: Volume 299, Pages 182 - 185

Plat: C 67 (Cabinet 23, Page 92)

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

PORTION OF ARCHDALE I
RESTRICTIVE COVENANTS AND EASEMENTS

WHEREAS, the undersigned is the sole owner of all lots of land in a portion of Archdale I, as shown on a plat entitled "Plat of a Portion of Archdale I", prepared by Bailey & Associates, Inc., dated February 24, 1976, Revision I April 19, 1976, and recorded in Plat Book 23, Page 92, in the Office of the Clerk of Court for Dorchester County, and

WHEREAS, it is the desire and intention of said owner to impress and restrict all of its 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 the 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 out-buildings, hereinafter set forth, and no form of combined business and residential use shall be made of any such building. 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, garages and/or small sheds.

TWO: BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty (30') feet to the front lot line or nearer than fifteen (15') feet to any side street line: no building shall be located nearer than six (6') 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 fifteen (15') feet to any street line: unless otherwise approved in writing by the developer of the subdivision. For the purpose of this covenant, eaves, steps, carports and open porches shall not be considered as a 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.

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 subdivider 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 on 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 garages.

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') foot 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 and unless the complete design, plans, specifications and location shall have been approved in writing by the subdivider or his assignee. All plans must be approved or disapproved by the subdivider 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 subdivider.

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 subdivider.

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 subdivider 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 persons 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 periods 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 persons 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 lots covered by these restrictions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its proper officer this 2nd day of June, 1976.

SIGNATURE ON FILE WITH ORIGINAL

**STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

PORTION OF ARCHDALE I
AMENDMENT OF RESTRICTIVE COVENANTS AND EASEMENTS**

WHEREAS, by an instrument dated June 2, 1976, and recorded in Book 284, Page 57, in the Office of the Clerk of Court for Dorchester County, a portion of Archdale I Subdivision as shown on a plat entitled "Plat of a Portion of Archdale I" prepared by Bailey & Associates, Inc. dated February 24, 1976, Revision I April 19, 1976, and recorded in Plat Book 23, Page 92, in the said Office of the Clerk of Court for Dorchester County, was impressed with certain restrictive Covenants and Easements, and

WHEREAS, said Restrictive Covenants and Easements provide that they "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 restriction," and

WHEREAS, the undersigned are the majority of the owners of lots in the property above described and they desire to further impress said property with a covenant for street lighting service assessment of the subject property as hereinafter set forth, and amend Paragraph Five of said restrictions so as to provide that in the case of a dwelling of more than one story, same shall contain not less than 1,700 square feet of living space.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that all of the afore mentioned lots shown and designated on the plat above referred to recorded Plat Book 23, Page 92, in the Office of the Clerk of Court for Dorchester County, shall be subject to the restrictive covenants dated June 2, 1976, and recorded in Book 284, Page 57, in the said Clerk of Court's Office, with the exception of Covenant No. Five which is hereby amended and to the additional covenant for street lighting service assessment, both of which shall read as follow:

"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 1,700 square feet in the case of a dwelling of more than one story. This does not include porches, carports, breezeways, decks or garages."

TWENTY: "Each owner shall be assessed a proportional 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 resident."

IN WITNESS WHEREOF, the undersigned individuals have set their Hands and Seals and the undersigned corporations have caused these presents to be executed by their duly authorized officers, all this 3 day of December, 1976.

SIGNATURE ON FILE WITH ORIGINAL