

# Ashley Pointe

Ashley Point covenants are effective on properties located on the following streets:

Anadale Court: All  
Ashburne Court: All  
Botany Bay Boulevard: 147, 149, 151 to 180  
Botany Bay Court: 208, 210, 213, 215  
Christiee Court: All  
Dorchester Court: All  
River Oak Lane: All  
Wakefield Court: All

Official copies are recorded at the following locations:

Restrictive Covenants: Volume 502, Pages 378 - 383  
Restrictive Covenants: Volume 544, Pages 322 - 323 Adds Phase II

Plat: D 325 (Phase I)  
Plat: D 353 (Phase II)

**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  
ASHLEY POINTE

THIS DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS, made and published this September 16, 1983, by N.S.C., Inc., a corporation chartered under the laws of the State of Ohio, and having its principal office in Columbus, Ohio

WITNESSETH

WHEREAS, the corporation is the owner of the lots shown on "Plat Showing Phase I Ashley Pointe at Archdale owned by Nationwide Development Co. Dorchester County, S. C. "made March 16, 1983, by C. Roger Jennings, Surveyor, recorded in the Office of the Clerk of Court for Dorchester County in Plat Cabinet D, Slide 325, and

WHEREAS, it is to the interest, benefit and advantage of N.S.C., Inc., and to each and every person who shall hereafter purchase any lot in said subdivision, that certain restrictive covenants and easements governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by N.S.C., Inc. and each and every subsequent owner of any of the lots in said subdivision, and N.S.C., Inc. does hereby set up, establish, promulgate and declare the following restrictive covenants and easements to apply to all of said lots as shown on the plat above referred to and to all persons owning said lots, or any of them hereafter; these restrictive covenants and easements shall become effective immediately and run with the land and shall be binding on all persons claiming under and through N.S.C., Inc. in perpetuity, and shall not be construed, through implication or otherwise, to apply to any other property owned by N.S.C., Inc. other than the lots shown on the plat above referred to, except such additional property as may be expressly made subject to the within restrictive covenants and easements.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage or carport for not more than three cars. No portion of the within described premises, nearer to any street than the building setback lines as herein fixed, shall be used for any purpose other than that of a lawn. Nothing herein contained, however shall be construed as preventing the use of said premises for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statuary fountains or similar ornamentations for the purpose of beautifying said premises; and no weeds, underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said premises and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

2. ARCHTECTURAL CONTROL. No building or structure of any kind shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the building or structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing buildings or structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in paragraph 14 below.

3. DWELLING, QUALITY AND SIZE. It being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workman-ship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, the floor coverage area of the main structure, exclusive of one-story open porches and garages shall not be less than 1,400 sq. ft. for a one-story dwelling, nor less than 1,500 sq. ft. for a two-story dwelling. The total finished floor area of a one-story dwelling or a split level dwelling shall not be less than 1,500 sq. ft.

4. **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 20 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior lot line, except that carports and open porches may project into a required side yard provided every part of such carport and porch is not enclosed and shall not be less than 5 feet from the side lot line, and except that a detached garage or other permitted accessory building located 60 feet or more from the front building setback line shall not be less than 5 feet from the side lot line and not less than 5 feet from the rear lot line. Sills, eaves, cornices and ornamental features may project to a distance not to exceed 18 inches into a required yard. The developer shall permit exceptions to the setback requirements should such requirements be deemed detrimental to the natural topography and vegetation on the lot, or where undo hardship would be created through the strict enforcement of these setback provisions. The developer may further permit encroachments on areas reserved for easements, whether created herein or on the plat above referred to, provided said easement areas have not been utilized for utility or drainage purposes. No lot or group of lots shall be divided or subdivided without the developer's consent. Developer reserves the right to require patio walls or other forms of privacy insurance on lots designated by developer as patio lots. The setback provisions herein set forth shall not apply to those lots designated by the developer as patio lots but the developer shall have the right to approve the location of buildings on patio lots as set out in paragraph 14 hereof.

5. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and shall include a minimum of 10 feet over the rear of each lot.

6. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently nor shall any trailer be stored upon the premises unless stored within a fully enclosed garage.

8. **VEHICLES NOT IN USE.** (a) No automobile or motor-driven vehicle shall be left upon a lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway, after which time the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the lot. (b) Recreational vehicles (boats, campers, motor homes) shall be stored back of the front building line, stored vehicles shall be suitably screened from street view, stored vehicles shall be the personal property of the owner of the lot on which they are parked.

9. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

11. **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 conform to the requirements of the Dorchester County Health Department and shall be kept in a clean and sanitary condition.

12. **SEWAGE DISPOSAL.** All units must connect to the central sanitary sewer system constructed within the subdivision.

13. **SIGHT DISTANCE AT INTERSECTION.** No fence or wall shall be permitted in the front yard or adjacent to any public right-of-way except as may be approved by Dorchester County. No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations between 2 and 8 feet above the roadways shall be placed or permitted to remain in any corner lot within the triangular area formed by the street property line and a line

connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained to prevent obstruction of sight-lines with the height limitation herein set forth.

#### 14. ARCHITECTURAL CONTROL COMMITTEE.

(a) MEMBERSHIP. The architectural control committee is composed of Charles A. Vince, Richard F. Patzer, and James F. Kruntorad, all located at Two Nationwide Plaza, Columbus, Ohio 43216. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, after 10 years from the recording of these covenants, the then record owners of a majority of the lots shall have the power through a daily recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) PROCEDURE. The committee's approval or disapproval as required by paragraph 2 in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. The presence on any building lot of a completed building shall be conclusive of the fact that the building plans and specifications have been approved.

15. TERM. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

16. ENFORCEMENT. Enforcement of these restrictions may be by proceedings at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be had either to restrain violation or to recover damages or both. No failure, however long continued, to object to any violation or to enforce any restriction contained herein shall be deemed a waiver of the right to do so thereafter, either as to the same breach or as to one occurring prior or subsequent thereto.

17. NO CONFLICT. Any and all covenants contained herein shall be applicable only to the extent that they are the same as or more restrictive than the zoning and building laws and regulations of Dorchester County, South Carolina.

18. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. The restrictive covenants and easements may be revoked, amended or modified in any manner at any time by an instrument in writing executed by a majority of the then record owners of the lots shown on the plat referred to in the preamble hereof.

IN WITNESS WHEREOF, said company has caused these covenants to be executed in its name by its Vice President, and its corporate seal attested by its Assistant Secretary to be hereunto affixed on the day and year first above written.

**Signatures on file with original.**

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER

EXTENSION OF RESTRICTIVE COVENANTS

TO ALL WHOM THESE PRESENTS SHALL CONCERN, N. S. C. , INC. SENDS GREETINGS:

WHEREAS, the said N.S.C. INC. is the owner of all of lots in a new section of Ashley Pointe at Archdale, County of Dorchester, State of South Carolina, as shown on a plat entitled "PLAT SHOWING PHASE II OF ASHLEY POINTE OWNED BY NATIONWIDE DEVELOPEMENT CO., DORCHESTER COUNT, S.C.", prepared by C. Roger Jennings, Surveyor, dated October 5, 1983, which plat is recorded in the Office of the Clerk of Court for Dorchester County in Plat Cabinet D, Slide 353, and N.S.C., INC. desires to impose on said lots suitable restrictive covenants.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that all of lots shown and delineated on the plat of Ashley Pointe at Archdale, Phase II, by C. Roger Jennings, Surveyor, dated October 5, 1983, recorded in the Office of the Clerk of Court for Dorchester County in Plat Cabinet D, Slide 353, shall be subject to the restrictive covenants and easements dated September 16, 1983, recorded in the Office of the Clerk of Court for Dorchester County in Book 502, Page 378, and subject also to the restrictive covenant dated February 8, 1984, recorded in the Office of the Clerk of Court for Dorchester County in Book 507, Page 277, which said restrictive covenants shall be deemed as running with the land, and binding upon and inuring to the benefit of said N.S.C, INC., its successors and assigns, and any and all subsequent purchasers or owners of lots in said subdivision and all persons claiming by, through, or under them, or any of them.

IN WITNESS WHEREOF, N.S.C., INC., by its duly authorized officer, hereby sets its Hand and Seal this 20th day of August, 1985.

**Signatures on file with original.**