

# Archdale Patio Homes

Archdale Patio Homes covenants are effective on properties located at the following addresses:

road arsh t: ll  
atewood t: ll  
ewisfield r: ll  
ansfield l d: to  
cottswood r: to  
illow Oa ir: ll  
eather ar ir: ll

Official copies are recorded at the following locations:

Restrictive Covenants: Volume 307, Pages 270 - 276

Plat: C 91 #43 (Cabinet 24, Page 43)

**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

DECLARATION OF RESTRICTIVE COVENANTS  
AND EASEMENTS FOR CERTAIN PATIO HOME  
SITES IN ARCHDALE, DORCHESTER COUNTY, S.C.

WHEREAS Archdale Corp., A South Carolina corporation, is the owner and developer of a tract of land in Dorchester County, S.C., which it has name Archdale, and

WHEREAS Archdale Corp. has determined to develop as a patio home neighborhood a certain portion of Archdale and now desires to impress appropriate restrictions and to create certain easements upon such portion of Archdale,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, Archdale Corp. hereby declares that all lots shown a \_\_\_\_\_, 1976 plat by C. Roger Jennings entitled "Archdale Patio Houses, Block 1 through 6" which is recorded in the office of the Clerk of Court for Dorchester County in plat book \_\_\_\_\_, page \_\_\_\_\_, are subject to the following restrictive covenants and easements, whether or not the covenants and easements are set out or referred to in the deeds conveying such lots:

ARTICLE I

DEFINITIONS

- A. Developer means Archdale Corp., its successors and assigns.
- B. A Patio Home is a detached, single-family dwelling unit having a patio wall as one of its exterior walls
- C. A Patio Wall is a wall extending from the foundation to the roof of a Patio Home and having no doors, windows, or other openings which allow a view or passage of persons through the wall.
- D. A Patio Wall Line is the lot boundary line with reference to which the Patio Wall is located
- E. A Home Site or Patio Homes Site is a lot upon which a Patio Home is built.

ARTICLE II

LAND SUBJECT TO COVENANTS AND EASEMENTS

- A. These covenants bind and affect all those lots (other than the ones drawn with dotted lines and labeled "FUTURE DEVELOPMENT") shown on a \_\_\_\_\_, 1976 plat by C. Roger Jennings entitled Archdale Patio Homes, Blocks 1 through 6" which is recorded in the office of the Clerk of Court for Dorchester County in plat book\_, page\_.
- B. Nothing contained in this Declaration imposes nor should it be interpreted to impose any restriction, condition, limitation, or easement upon any land of Developer other than that described in Paragraph A of this Article, and Developer makes no representations or warranties as to whether any other land will be developed in Archdale subject to these or similar restrictive covenants and easements

ARTICLE III

USE OF LAND SUBJECT TO COVENANTS AND EASEMENTS

- A. All lots subject to these covenants and easements shall be Patio Home Sites. No structure shall be erected, used, or permitted to remain on such lots except a single Patio Home and any accessory buildings reasonably necessary or complementary to its use as a residence, including, without limitation, servants'

quarters, garages, and storage sheds but excluding tents, barns, stables, and treehouses. All such lots shall be used for residential purposes only: no trade, business, profession, or commercial activity of any sort may be conducted on such lots, provided, however, any model homes erected by Developer or its assigns may be used in sales promotions and to house a sales office for Archdale Patio Homes.

B. A Patio Home or an accessory building may contain a guest suite without a kitchen so long as such suite is not leased except as part of a lease of the entire premises.

C. No truck having a load capacity of over 1 ton, camper ,trailer recreational vehicle, boat, or canoe shall be parked regularly or temporarily on or in front of any lot. It is the intention of the Developer to provide an off site parking area for said type vehicles.

D. 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.

E. No signs shall be posted on any lot except for signs of not more than five square feet used to advertise the property for sale or rent.

F. 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.

G. No radio transmission towers or radio or television receiving antennas exceeding ten feet in height shall be erected on any lot.

H. Nothing which may dangerously impair or obstruct the view of motorists in an intersection may be erected or permitted to remain on any lot.

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

J. Any lot upon which construction is taking place shall be kept in a reasonably clean and uncluttered condition. The exterior of all structures shall be completed within six months after the date of commencement of construction, unless strike, fire, national emergency, or natural calamity makes this impossible, and under such circumstances, the exterior of a structure shall be completed as soon as reasonably possible. In any event, no structure may be occupied or used until the exterior has been completed.

K. Any swimming pool shall be located only in the rear one-half of the Home Site, and no nearer that 5 feet to the rear lot line, 3 feet to the Patio Wall Line, or 7 feet to the other side lot line. The pool or its coping shall not project more than 1 foot above the established grade of the lot.

#### ARTICLE IV

#### APPROVAL OF PLANS

A. 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.

B. All plans must be approved or disapproved by Developer within thirty days after their submission. Developer's failure to act within such time shall be deemed to constitute approval of the plans.

C. All plans must show the nature, kind, shape, height, materials, and location of any structure (including additions to existing structures) walk, drive, and tree 6" in diameter measured 5 feet above grad proposed to be constructed, and Developer shall not approve such plans unless:

1. the proposed structure will be harmonious and compatible with surrounding structures and topography;
2. the exterior of the proposed structure is of a material other than asbestos shingle or concrete or cinder blocks, (except if building shall be of a color and material similar or complementary to that of the Patio Home);
3. the proposed structure will have no basement and will be not more than two and one-half stories in height;
4. the proposed Patio Home will have an enclosed dwelling area (excluding garages, carports, terraces, decks, and porches not covered by a roof which is part of the roof covering the Patio Home) of at least 1200 square feet;
5. the ground or first floor of the proposed Patio Home and any accessory buildings will cover 40 per cent or less of the Home Site (30 per cent or less if two lots have been combined into a larger Home Site pursuant to Article VI.
6. the Patio Wall of the proposed Patio Home will be located so that its exterior surface, for its entire length, is three feet inside of and parallel to the lot line designed on the plat identified in Article II, Paragraph A of this Declaration as the Party Wall Line: provided, however, that should a drainage easement straddle a Patio Wall Line, the Patio Wall shall be located on the edge of the easement;
7. the Patio Wall will be of a color and composed of materials similar or complementary to the materials of which the Patio Home is constructed.
8. the view openings and access way or passages of the proposed Patio Home and any accessory buildings will be oriented in a direction other than toward the Patio Wall Line of the lot. If a portion of the Patio Wall is offset or indented away from the Patio Wall Line, openings in said offset portion of Patio Wall may be permitted, provided, however, that a privacy fence or screen as hereinafter described in Paragraph 9 shall be erected. Said opening shall be no higher than the said privacy fence or screen.
9. the proposed Patio Wall's height and length (which, at the minimum, shall not be less than the depth of the Patio Home -- including its garage, car port, terraces, decks, guest house or suite, and porches -- as measured at its deepest point) will be sufficient to insure privacy to the occupants of the adjacent Patio Home having view openings and access ways or passages directed toward such Patio Wall and the yard for which such Patio Wall serves as a backdrop, and to this same end, and to the extent that the shape of the lot or Patio Home so requires, privacy fences or screens of a color and composed of materials similar to or complementary with those of the Patio Wall and Patio Home; having no view openings and access ways or passages; and the top of which is at least five feet above grade shall also be included in such plans. No Patio Wall or privacy fence or screen shall come closer than 10 feet to the street upon which the lot fronts or 10 feet to the back lot line (or, if a drainage or other utility easement runs along and inside of such back lot line, then the Patio Wall or privacy fence or screen shall terminate at the edge of such easement);
10. the design of the proposed Patio Home will prevent the excessive discharge or run off of rain water upon the adjacent Patio Home Site; and
11. the proposed Patio Home and all accessory buildings will have setbacks of at least the following footage:
  - a. 10 feet from the front lot line

- b. on corner lots, 10 feet from the side street line, which is the longer of the two property lines along the intersecting street.
- c. 12 feet from any side lot line other than the Patio Wall Line, and,
- d. 10 feet from the rear lot line, except that accessory buildings may be 5 feet from the rear lot line.

These setbacks are intended to avoid overcrowding, not to produce uniformity, and the Developer's intent is that the setbacks be varied, especially when this enables the preserving of important trees. Any deviation of less than ten per cent of the setback footage shall not be construed to be a violation of this covenant. For the purposes of this subparagraph, eaves and steps shall not be considered to be part of a structure.

D. No lot owner shall change the elevation of his lot way as to adversely affect adjacent lots.

E. Only the rear portion of a lot may be enclosed by a fence, which must be of an ornamental nature

F. No live oak tree over six inches in diameter measured at a height of five feet above grade shall be removed unless specifically approved by the Developer. No tree of any other kind larger than 6" in diameter measured at a height of 5' above grade shall be removed unless it falls in the area occupied by the proposed building, patio, or driveway or within 2' of said area.

G. No septic tanks shall be installed on any lot for sewerage disposal, and no wells shall be utilized for domestic water supply.

## ARTICLE V

### SUBDIVISION OR COMBINATION OF PATIO HOME SITES

Unless the owners obtain the written consent of the Developer, no lot shall be subdivided or have its lines changed, and (2) no lot or part of a lot shall be combined with an adjacent lot into one larger Home Site, Setback requirements shall apply with reference to the new lot lines created by any such subdivision or combination. Unless the owners obtain the written consent of the Developer, subdivision or combination.

## ARTICLE VI

### DESIGNATION OF NEW PATIO WALL LINE

The Patio Wall Line for each lot is designated on the plat identified in Article II, Paragraph A, and such designation shall be changed only with the written consent of Developer and the adjoining property owners on both sides, and such writing shall be recorded in the office of the Clerk of Court for Dorchester

## Article VII

### EASEMENTS

A. There shall be on each Home Site a three-foot planting easement between the exterior of the Patio Wall (and any privacy fence or screen continuation of such Wall) and the Patio Wall Line, or, if the Patio Wall is located on the edge of a drainage easement said planting easement shall be of the same width of the drainage easement. Said planting easement shall run with the land in favor of the owner of the adjacent Home Site having view openings and access ways or passages directed toward such Patio Wall and the yard for which such Patio Wall serves as a backdrop. The easement may be used by the owner of such adjacent Home Site only for the planting and care of shrubbery (excluding hedges), flowers, and other

plants and shall be used in a manner which neither interferes with the structural integrity of the Patio nor obstructs or diverts drainage flow in any drainage easement. The existence and use of this planting easement in no way lessens the responsibility of the burdened Patio Home owner to maintain in good repair his Patio Wall and privacy fence.

B. In order to facilitate an owner's working on his Patio Home, there shall be on each Home Site a maintenance easement over a strip of land immediately adjacent to and running the length of the Patio Wall (plus any additional length needed to provide access to such) for use in the construction, maintenance, and repair of the Patio Home. Said maintenance easement shall extend only so far over the Patio Wall Line onto the adjacent lot as is necessary to make the width of the easement ten feet, taking into account the number of feet his own Patio Wall is located from the Patio Wall Line. The use of said easement, which shall run with the land, shall not exceed a reasonable period of time during construction nor a period of thirty days each year for essential maintenance and repair. Any shrubbery or planting in the easement area that is removed or damaged during the use of such easement shall be replaced or repaired, as appropriate in the judgment of the owner of the shrubbery or planting, at the expense of the owner causing such removal or damage.

C. Drainage and utility easements exist as shown on the plat identified in Article II, Paragraph A, but should the plat show no easement along the back lot line of any lot, a ten-foot easement running along and inside such back line is hereby reserved. There is further reserved along and inside the side lot line opposite the Patio Wall Line, a six-foot easement for poles, wires, sewers, and other public utilities. No owner shall use the land within any such easement in a manner which hinders or prevents the full and effective use of the easement for the purpose for which it was created.

## ARTICLE VIII

### DURATION, ENFORCEMENT, AND AMENDMENT

#### OF COVENANTS

A. These covenants bind all persons claiming any interest in the land and run with the land for a period of thirty years from the date of recording, after which time they shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners (multiple owners of a single lot shall have one vote among them) of lots has been recorded changing the covenants in whole or in part.

B. Enforcement of these covenants may be by proceedings at law to collect damages or in equity to compel compliance or prevent breach. The party enforcing the covenants shall be entitled to recover attorney's fees and expenses if he prevails in such proceedings.

C. Developer, after having given thirty days' written notice to the owner, can enforce these covenants by entering upon a Home Site to abate or remove any violation, and any such entry shall not be deemed a trespass.

D. The failure to enforce any of these covenants shall not be deemed a waiver of the right to do so.

E. By a vote of the owners (multiple owners of a single lot shall have one vote among them) of a majority of the lots, these covenants may be altered modified, canceled, or changed at any time and from time to time. Any such alterations, modification, cancellation, or change shall be effective only from the time written notice of it is recorded.

F. Invalidation of any of these covenants shall in no way affect the validity or enforceability of the other covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, Archdale Corporation has caused these presents to be executed by its duly authorized officer this the \_\_\_\_ day of \_\_\_\_\_ 1976.

*Signatures on file with original.*

Nov 9 10 04 AM '98

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER

CORRECTIVE DEED

LINDA MESSERVY  
REGISTER  
MESNE CONVEYANCES  
DORCHESTER COUNTY

WHEREAS, Dorchester Construction Company, Inc., conveyed certain real property to Carolina Pacific, Inc., by deed dated April 2, 1980, recorded April 7, 1980, in Book 407, Page 307, in the Office of the RMC for Dorchester County; and

WHEREAS, the property conveyed by Dorchester Construction Company to Carolina Pacific pursuant to the above referenced deed was as follows:

ALL those certain piece, parcel or lots of land, situate, lying and being in Archdale Subdivision, Dorchester County, South Carolina, and shown and designated as Lots Ten (10) and Thirty-Six (36), Block Two (2) and Lot Twenty-One (21), Block 4, on a plat entitled "Archdale Patio Homes, Dorchester County, South Carolina" made June, 1976, by C. Roger Jennings, R.L.S., which plat is recorded in the Office of the Clerk of Court for Dorchester County in Plat Book 24, at page 43; said lots having such boundaries, courses, metes and distances as delineated on said plat; and

WHEREAS, the lots lines for Lots 34, 35 and 36, Block 2 of Archdale Subdivision were relocated by Dorchester Construction Company, Inc., and Archdale Corp., pursuant to a document entitled "Lot Line Relocations, Designation of New Patio Wall Lines, and Waiver" (the "Relocation Agreement"), dated August 7, 1978, recorded in Book 352, page 80, in the Office of the RMC for Dorchester County, and, pursuant to said Relocation Agreement, the boundary lines for Lots 34, 35 and 36, Block 2 of Archdale Subdivision are as shown on that certain plat entitled "Plat Showing the Revision of Lots 33 - 37, Block 2, Archdale Patio Homes", dated August, 1977, prepared by C. Roger Jennings, recorded in Plat Book 25, at page 382, in the Office of the RMC for Dorchester County (the "Revised Plat"); and

WHEREAS, it was the intention of Dorchester Construction Company, Inc. to convey to Carolina Pacific, Inc., Lot 36, Block 2 of Archdale Subdivision as shown on the Revised Plat, but, due to a scrivener's error, the property conveyed by Dorchester Construction Company, Inc. to Carolina Pacific, Inc., incorrectly cited the plat reference for Lot Thirty-Six (36) as the plat recorded in Plat Book 24, at Page 43; and

WHEREAS, Dorchester Construction Company, Inc. is executing this corrective deed in order to correct the description of the Lot 36, Block 2, Archdale Subdivision which was conveyed to Carolina Pacific, Inc. to refer to the Revised Plat.

NOW, THEREFORE, KNOW YE ALL MEN BY THESE PRESENTS THAT DORCHESTER CONSTRUCTION COMPANY, INC. ("Grantor") in the State aforesaid, in

DORCHESTER COUNTY

SC Deed Rec Fee \_\_\_\_\_  
Dor Co Deed Rec Fee \_\_\_\_\_  
Filing Fee 10.00  
Exemption # 4

LINDA T. MESSERVY  
Register of Mesne Conveyances



consideration of the sum of FIVE DOLLARS (\$5.00) AND NO OTHER CONSIDERATION, to Grantor in hand paid at and before the sealing of these presents by CAROLINA PACIFIC, INC. (whether one or more being collectively referred to as "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents, does grant, bargain, sell and release, unto the said Grantee, Grantee's Successors and Assigns forever, the following described real property, to wit:

All that certain piece, parcel or lot of land, situate, lying and being in Archdale Subdivision, Dorchester County, South Carolina, and shown and designated as Lot Thirty-Six (36) on a plat entitled "Plat Showing the Revision of Lots 33 - 37, Block 2, Archdale Patio Homes", dated August, 1977, prepared by C. Roger Jennings, recorded in Plat Book 25, at page 382, in the Office of the RMC for Dorchester County (the "Revised Plat").

Being a portion of the property conveyed to the Grantor herein by deed of Archdale Corp., dated July 21, 1977, and recorded on July 21, 1977, in Book 317, page 240, in the Office of the RMC for Dorchester County.

TMS No. 181-11-04-005

Grantee's Address: P. O. Box 10636  
Charleston, SC 29411

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Grantee, Grantee's Successors and Assigns, forever.

AND Grantor does hereby bind Grantor and Grantor's Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, Grantee's Successors and Assigns, against Grantor and Grantor's Successors and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly appointed officer this 28th day of October, 1998.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

DORCHESTER CONSTRUCTION  
COMPANY, INC.

Carla K. Moore

Witness

By: Everett A. Knight

Everett A. Knight  
Its President

James E. Knight

Witness

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF DORCHESTER )

The foregoing instrument was acknowledged before me on October 28, 1998, by  
Dorchester Construction Company, Inc., by Everett A. Knight, its President.

*Carla K. Brown*

Notary Public for South Carolina

My Commission Expires: 2/3/2007

RETURN TO:  
Chellis & Frampton, P.A.  
PO Box 430  
Summerville, SC 29484

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER

Filed for record this 9th  
day of Nov. 19 98  
at 10:04 a. M and recorded  
in book 2123 page 6

LINDA T. MESSERVY  
REGISTER OF DEEDS CONVEYANCES

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER ) AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Dorchester Construction Company, Inc. to Carolina Pacific, Inc. on October 28, 1998.
3. Check one of the following: **The DEED is**  
 (a) \_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.  
 (b) \_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.  
 (c) X ~~EXEMPT from the deed recording fee because (exemption # 4)~~  
 (Explanation if required) Corrective Deed being filed to correct legal description. True Consideration is Five Dollars.  
 (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.  
 (a) \_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$.  
 (b) \_\_\_ The fee is computed on the fair market value of the realty which is \$\_\_\_\_\_  
 (c) \_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$\_\_\_\_\_.
5. Check YES \_\_\_ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer.
6. The Deed Recording Fee is computed as follows:  
 (a) \$, the amount listed in item 4 above.  
 (b) -0- the amount listed in item 5 above (no amount place zero)  
 (c) \$ Difference of Lines A and B Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

DORCHESTER CONSTRUCTION COMPANY, INC.

By: Everett A. Knight  
Everett A. Knight, President

SWORN to before me on October 28, 1998.  
Carla K. Thomas  
Notary Public for South Carolina  
My Commission Expires: 2/3/07