

Misc. 362/52

STATE OF SOUTH CAROLINA)
COUNTY OF EDGEFIELD) RESTRICTIVE COVENANTS FOR STONEHENGE SUBDIVISION

WHEREAS, John W. Kemp is the owner of certain lands situated in Edgefield County, a portion of which has been subdivided and is more fully shown on a partial plat of the Stonehenge Subdivision made by Tony L. Carr, RLS, dated June 30, 1975, which plat is recorded in Plat Book 21 at page 92, records of Edgefield County.

WHEREAS, the said owner is desirous of developing the said area and offering for sale the lots designated on said plat, and does hereby place the following certain restrictive and protective covenants thereon for the benefit of himself and future owners of said lots:

1. No portion of the lands described herein shall be used for commercial or mercantile purposes, but will be used solely for residential purposes for the erection of one detached single-family dwelling not exceeding two and one-half stories in height, with appropriate auxiliary buildings approved by the developer, on each of the lots which may be sold and conveyed. Any auxiliary buildings shall not exceed one story in height. Without limiting the generality of the foregoing, the following are specifically prohibited: Apartment houses, hospitals, infirmaries, boarding homes, hotels, and any other uses not limited to a single-family dwelling for residential purposes.

2. No trailer, attic, shack, garage, barn, or other outside buildings shall be used for residential purposes, except that servant quarters may be provided as part of, or accessory to, a main residence, and shall conform to it in exterior design and quality. No house trailer or other construction equipment, buses or commercial vehicles shall be parked or stored in the subdivision except for construction purposes during construction period. School buses, camping vehicles, utility trailers and boats, shall not be parked or stored in front of the rear line of the residence, but may be parked and stored in the rear of the residence.

3. All residences erected on any lot in this section shall be single-family residences, and in the case of one-story residence the main dwelling floor area, exclusive of porches, attached garages, carports and other auxiliary space, shall not be less than sixteen hundred (1600) square feet.

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J. J. Harling, Jr.
C.C.C.O.*

A mid-foyer house shall have a minimum of 1300 feet of heated area on upper level. In the case of a one and one-half story residence, the main dwelling floor area, exclusive of porches, attached garages, carports and other auxiliary areas, shall not be less than 1300 square feet on the main floor. A split level house will be considered as a one and one-half story, except as that the total area of the two lower levels must equal or exceed the prescribed minimum for the first floor of a one and one-half story house. Any house shall be considered to be a split level house when it has three or more well-defined interior floor levels and an upper floor is superimposed over one of the lower floor levels.

A two-story house shall have at least 1100 square feet of living area on each floor, exclusive of porches, attached garages, carports and other auxiliary area. The top stories of houses shall be constructed in accordance with normal design practices, and that the top floor area not be proportionately smaller than is customary in houses of its type. That nothing herein provided shall allow any residence to be constructed which is less than 1600 feet heated area.

4. No residence shall be erected on any lot having a frontage less than that shown on said plat of Stonehenge Subdivision referred to above, but lots may be enlarged by the addition of other contiguous property lying inside or outside said subdivision, combined or divided, provided that in such re-subdivision of any lots, the area of any building lot is increased. In all cases of re-subdivision of any lots, the setback line and the side and rear line restrictions as set forth in these covenants shall be applicable to such lots as re-subdivided. The undersigned owner reserves unto himself the full right and privilege to resurvey and change any lots owned by him. Said owner reserves the right to change roadways provided that no lot so resurveyed or re-subdivided shall be smaller than the smallest lot now existing on said plat.

5. No building of any kind or character shall be erected on the lots included in this subdivision nearer than fifty (50) feet from the street right-of-way. No building of any kind or character shall be erected within twenty-five (25) feet of any side line of property. The rear lot line of any residence or living quarters shall not exceed two-thirds of the distance from the street right-of-way to the rear lot line. However, swimming pools and approved auxiliary buildings not to be used as dwellings may be constructed within fifteen feet of the rear lot line.

6. Easements for the installation and maintenance of all utilities and drainage facilities are reserved by the owner over the rear twenty feet, and five feet of each side of property line of each lot.

7. No clothes line, drying racks or fences used for drying clothes shall be constructed or maintained nearer the front street line than the rear line of the residence constructed on each lot. Neither can the above extend beyond the side lines of the house.

8. No poultry, swine, cows, goats, horses, mules or other farm animals or fowl shall be maintained on any lot, and no vegetable garden may be planted except in the rear or back yard of any lot; no more than three domestic pets (such as dogs, cats, etc.) may be kept on any lot.

9. No exposed above-the-ground tanks will be permitted for the storage of fuel, water or any other use.

10. The exterior body of any building on any lot shall be either solid brick, brick veneer, B-grade siding, wood shingles, natural stone or marble or exterior rough-sawn plywood board and batten.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, and all other waste shall be kept 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.

12. Any fence placed in front of the building setback line shall be ornamental design and not over three and one-half feet in height. Chain link fences shall not be considered ornamental. Any fences to the rear line of the residence may be six feet in height and may include chain link fences.

13. No junked, unused or abandoned vehicles shall be allowed or permitted to be unhoused on any lot for a period exceeding thirty (30) days, and any vehicle not bearing a current license plate issued by the South Carolina Highway Department shall be considered abandoned.

14. No residence so similar or identical in construction, design or placement to an existing residence shall be constructed in said subdivision. No detached carport, garage or other detached accessory building or any part thereof shall be constructed in front of the rear line of the main residential structure, and no carport shall be erected on the side or rear of any residence

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when any part thereof shall extend beyond the side lot line therein provided. All doors of garages and accessory buildings shall open to the side or rear of the lot except those built behind the rear line of the residential structure; provided, however, no garages shall face or open on the street. No carport shall open facing the street.

15. The residence of any lot must be completed within one year after the laying of the foundation unless an extension is granted by the signer hereof. Any residence partially destroyed by fire or other cause shall be restored within one hundred eighty (180) days thereafter. In case of any residence that is totally destroyed, the residue shall be removed from the lot within one hundred twenty (120) days thereafter.

16. The streets or roads shown on the above mentioned plat are hereby dedicated to the legal authorities for perpetual maintenance and use by the public.

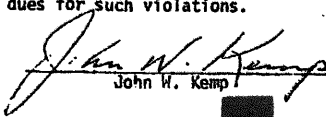
17. The invalidation of any of these restrictive covenants by judgment or decree shall in no wise affect any of the other provisions, which shall remain in full force and effect.

18. No part of the said premises shall be used or occupied injuriously to affect the use, occupation, or value of the adjoining or adjacent premises for residence purposes, or the neighborhood wherein the premises are situated.

19. The restrictions, limitations, conditions and covenants herein set forth shall be binding upon the purchasers of the lots in this subdivision, their heirs, successors and assigns, from the date hereof until the first of January the year 2000, and shall be automatically extended thereafter for successive periods of ten years each unless the owners of two-thirds of the lots in this subdivision agree not to extend said restrictions.

20. These restrictions may be amended from time to time by the owners of two-thirds of the lots in said subdivision.

21. If parties, or any of them, their heirs or assigns, violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any lot or any lots in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.


John W. Kemp

STATE OF SOUTH CAROLINA)
COUNTY OF EDGEFIELD)

PERSONALLY comes the undersigned, who on oath deposes
and says that -he saw the within-named John W. Kemp, sign, seal,
and as his act and deed, deliver the within Restrictive Covenants
for the uses and purposes therein mentioned, and that -he with
Charles W. Coleman witnessed the execution thereof.

SWORN to before me this
30th day of June, 1978,

Rebecca S. Morgan

Rebecca S. Morgan (L.S.)
Notary Public for South Carolina