

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

INSTRUMENT OF PROTECTIVE COVENANTS

*For Plat see Plat Book 1, page 174
For Modification of Protective Covenants see Misc. Book 91, page 163*

WHEREAS, Charles M. Jones and Wesley S. Murph are presently sole owners in fee simple of 7.25 acre tract of land situate approximately one-half ($\frac{1}{2}$) mile Southwest of the corporate limits of the City of Aiken, in Aiken County, South Carolina, known as Aiken Estates/Annex Extension Subdivision as shown upon plat thereof made August 3, 1955 by Jones & Murph, R.L.S., and also subdivision plat thereof made December 14, 1955 by Jones & Murph, R.L.S. and recorded in ~~Misc.~~ ^{Plat} Book 1 at page 104, records of Aiken County, they having subdivided said property into residential lots and having decided to place certain restrictions and protective covenants thereon in order to insure uniform development which shall be binding upon the owners, their heirs and assigns until January 1, 1975.

1. All lots in the tract shall be known and designated as residential lots, and no structure shall be erected on any residential building lot other than one detached single-family, not to exceed two and one-half stories in height, and a one or two car garage, and servants quarters.
2. No building shall be erected on any residential building lot referred to herein nearer than thirty-five (35) feet to the front lot line nor nearer than ten (10) feet to any side lot line, nor nearer than twenty (20) feet from any side street line, except that a detached garage or tool house located on the rear one-fourth portion of any lot herein described may be located as near as five (5) feet to any side lot line.
3. No building lot herein shall have a street frontage of less than one hundred (100) feet, except Lots 7 and 8, and Lot 7 shall have a minimum street frontage of seventy-five (75) feet and Lot 8 shall have a minimum street frontage of ninety (90) feet.
4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used for residential purposes on any of the lots herein described.
6. No single story dwelling shall be erected on said property, which shall have less than eleven hundred (1100) square feet of floor area, exclusive of porches, garages and/or breezeways. No dwelling having one and one-half ($1\frac{1}{2}$) stories shall be erected on said property, which shall have less than one thousand (1000) square feet of

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floor area on the first floor, exclusive of porches, garages and/or breezeways. No dwelling having two (2) stories shall be erected on said property, which shall have less than nine hundred (900) square feet of floor area on the first floor, exclusive of porches, garages and/or breezeways.

7. All sewage disposal shall be by septic tank meeting approval of the State Board of Health until such time as municipal sewerage may become available. No effluent shall run in any ditch line or street unless it has first passed through an absorption filter approved by health authorities.

8. No garbage or domestic trash shall be disposed of by burning or burying on any lot within this subdivision or adjacent property.

9. Any fence placed in front of the building set back line shall be of an ornamental design and not over three and one-half (3½) feet in height.

10. The streets or roads on which the lots herein described face, as shown on plat hereinabove referred to, are hereby dedicated to the local authorities for perpetual maintenance.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1975, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

12. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in the said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and other dues for such violation. Provided, however, that no violation shall affect the validity of any mortgage lien of record prior to such violation.

13. Invalidity of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto affix their Hands and Seals this 24th day of December 1955, at Aiken, South Carolina.

In the presence of:

Dorsey Lybrand

Robina Currie

Charles M. Jones

Wesley S. Murph

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