

11-51 Signed

38-330

MISCELLANEOUS RECORD BOOK No. 38

of Mesne Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office.

Given under my hand and the seal of the state at Columbia, this 29th day of November in the year of Our Lord one thousand nine hundred and seventy-sixth year of the independence of the United States of America.

(SEAL)

O Frank Thornton - Secretary of State

Recorded December 5, 1951 at 10: A.M. Randolph Patterson C.C.C.P. & U.S.

RESTRICTIONS, COVENANTS AND LIMITATIONS IMPOSED ON AIKEN ESTATES BY GORDY HOMES, INCORPORATED STATE OF SOUTH CAROLINA COUNTY OF AIKEN

Handwritten notes: For Amendment, see misc. 52, page 214; For Amendment, see misc. bk 52, pg 30; For Amendment see misc. 58 page 601; For Amendment to Restrictive Covenants see misc. bk. 58, page 207; For Agreement see misc. bk. 64, page 236.

For and In Consideration of the Mutual advantages to Gordy Homes, Incorporated, the owner and the purchasers of lots and homes in the development known as Aiken Estates, south of the city limits of the City of Aiken, Aiken County, State of South Carolina, the following restrictive covenants are hereby imposed on all of the lots in the Aiken Estates Development, as shown on a plat thereof made by Eugene R. Martini, Landscape Architect, under date of August 4th, 1951; and all lots hereafter sold in said Development will by reference hereto be subjected to these restrictions, covenants and limitations:

- (1) 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 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 has been recorded, agreeing to change said covenants in whole or in part;
(2) 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;
(3) 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;
(4) No lot or any improvement thereon shall be used except for residential purposes;
(5) No residence shall be erected on any lot to have less than one thousand (1,000.00) square feet of floor area exclusive of one-story open porches and garages; residence of more than one-story shall not have less than nine hundred (900) square feet of ground floor area;
(5b) No fence shall be built enclosing the front portion of any lot in this development. Any fence on rear portion of lot shall not be over 3-1/2 ft. in height.
(6) No building shall be located nearer to the front lot line or nearer to the side street line than thirty (30) feet and no building shall be located nearer than ten (10) feet to any interior lot line;
(7) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat, and over the rear or side 7 1/2 feet of each lot;

MISCELLANEOUS RECORD BOOK No. 38

- (8) No noxious or offensive 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;
- (9) 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;
- (10) No lot in this Development shall be subdivided into smaller lots; except upon consent in writing from Gordy Homes, Inc., or its successors;
- (11) Until such time as a sanitary sewer shall have been constructed to serve this subdivision, all sanitary facilities shall be within the house and connected to a septic tank storage disposal system constructed in accordance with the requirements of the State Board of Health. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, drain or lake, unless it has first passed through an absorption field approved by the Health Authority.

Done at Aiken, S. C., this 2nd day of, November, 1951.

Witnesses: GORDY HOMES, INCORPORATED (CORPORATE SEAL)  
 Lonnie A. Garvin By. Char. F.L. Hutchison, Secretary.  
 Sadye Shorr

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

Personally appeared before me Sadye Shorr and made oath that she saw the within named Gordy Homes, Incorporated by Char. F. L. Hutchison, its Secretary, sign, seal and as its act and deed, deliver the within-written Instrument for the uses and purposes therein mentioned, and that she, with Lonnie A. Garvin witnessed the execution thereof.

SADYE SHORR

Sworn to before me this 2nd  
 day of November, 1951  
 Lonnie A. Garvin (L.S.) (N.P. Seal)  
 Notary Public for South Carolina.

Recorded December 10th, 1951 at 3:15 P. M.

*Randolph Patterson* C.C.C.P. & G.E.  
 ///

58-207 July 54

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

Recorded in Misc. Book , Page

WHEREAS, by instrument dated November 2, 1951, and recorded in Misc. Book 38 at page 330, in the Aiken County Clerk's Office, Gordy Homes, Inc., the owner of the development in Hitchcock Woods known as Aiken Estates imposed certain restrictive covenants contained in said instrument upon all of the lots in said Aiken Estates Development as shown upon a plat thereof made by Eugene R. Martini, Landscape Architect, and William G. Lyles, et al, Architects and Engineers, which said plat is recorded in Misc. Book 40 at page 15, in the Aiken County Clerk's Office; and

WHEREAS, certain amendments were made to said restrictive covenants by amendments dated and recorded as follows:

<u>Dated</u>	<u>Recorded</u>
March 19, 1952	Misc. Book 38, page 601
July 1952	Misc. Book 52, page 36
October 24, 1952	Misc. Book 52, page 21, and

WHEREAS, it is now the desire of Gordy Homes, Inc., and the owners of lots and homes in said development whose names appear below to amend said Restrictive Covenants as in hereinafter set forth for the benefit of the sub-division, the present owners thereof and for the further benefit of all future owners of said lots in said sub-division, now therefore,

FOR AND IN CONSIDERATION OF the premises herein stated, and in furtuer consideration of mutual advantages to the present and future owners of the lots in said Aiken Estates Development, it is hereby mutually covenanted, contracted and agreed by and between the parties hereto, as follows, to wit:

(1) That in addition to previous restrictions enumerated above, all residences henceforth erected within this sub-division shall contain not less than 1100 square feet of living area, exclusive of attached porches, breezeways, garages, and carports.

(2) FURTHER, that this amendment shall not be applicable to the floor area required for Block A or Lots 1 and 2 of Block B, as

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F. 207

shown on the plot of the development recorded in Miss. Book 42 at page 113, said lots to continue at the original 1,000 square feet of living area minimum restriction. This exception is made in recognition of the smaller sized houses erected in an adjoining development, the intent being, however, that houses located on the side of Block A facing the Aiken Estates Development, i.e., lots 3 through 12 should have carports, porches, breezeways or similar architectural refinements which more closely conform to the architecture of the Aiken Estates Development.



(3) THAT it is specifically agreed that no multiple residence units shall be erected within the sub-division, nor shall any single residence be remodeled at any time to provide additional, separate apartments within its walls for rental purposes.

(4) THAT no unattached buildings shall be erected on any lot within this sub-division and only one residence shall be erected on each lot within this sub-division.

(5) THAT no garbage or domestic trash shall be disposed of by burning or burying in such manner as to create a nuisance on any lot within this sub-division.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THIS 13TH DAY OF JULY, 1974.

Signed and delivered  
in the presence of:

s/ Mary E. deGeorge

s/ Charles E. Simons, Jr.

GORDY HOMES, INC.

By:

s/ E. S. Gordy  
E. S. Gordy, President

By:

s/ Charles F. L. Hutchison  
Charles F. L. Hutchison, Secretary

(SEAL)

(Corp. Seal)

82-2075A

3-19-52

38-601

601

MISCELLANEOUS RECORD BOOK No. 38

GORDY HOMES, INC. AND  
 WALTER R. DIETZ, ADELE B. DIETZ  
 DANIEL P. KNAKE, VICTORIA C. KNAKE  
 AND  
 GEORGIA RAILROAD BANK & TRUST CO.  
 STATE OF SOUTH CAROLINA  
 COUNTY OF AIKEN

AMENDMENT TO RESTRICTIVE COVENANTS

Whereas, by instrument dated November 2, 1951, and recorded in Misc. Book 38 at page 330, in the Aiken County Clerk's Office, Gordy Homes, Inc. the owner of the development in Hitchcock Woods known as Aiken Estates, imposed certain restrictive covenants contained in said instrument upon all of the lots in said Aiken Estates development as shown upon a plat thereof made by Eugene R. Martini and William G. Lyles, et al, Architects, which is recorded in Misc. Book 40 at page 15 in the Aiken County Clerk's Office; and

Whereas, it is now the desire of Gordy Homes, Inc., Walter L. Dietz and Adele B. Dietz, Daniel P. Knake and Victoria C. Knake, who collectively own all of said lots in said Aiken Estates development, and Georgia Railroad Bank and Trust Company of Augusta, Georgia, which holds real estate mortgages over certain of said lots, to amend said restrictive covenants and to change certain of the building restriction lines as shown on said plat, as is hereinafter set forth, for the benefit of said subdivision, the present owners thereof, and for the further benefit of all future owners of the lots in said subdivision; now therefore

For and in consideration of the premises herein stated and in further consideration of the mutual advantages to the present and future owners of the lots in said Aiken Estates development, it is hereby mutually covenanted, contracted and agreed by and between the parties as follows, to wit:

1) That the restrictive covenants imposed upon the Aiken Estates development by instrument dated November 2, 1951, and recorded in Misc. Book 38 at page 330, in the Aiken County Clerk's Office, are hereby amended in the following particulars, to-wit: All of the lots in Block H of the plat of said development made by Eugene R. Martini, et al, which is recorded in Misc. Book 40 at page 15, in the Aiken County Clerk's Office, and all of the area shown on said plat as "reserved for shopping" if, and when, subdivided into lots, may be used for commercial purposes as well as for residential uses as set forth in the original restrictive covenants, it being specifically understood that churches and schools may be erected in said areas.

2) It is further mutually agreed by and between the parties hereto that the building restriction lines upon all of the lots in said development as shown upon the above mentioned plat shall be "that no building shall be located nearer to the front lot line or nearer to the side street line than thirty (30) feet;" thereby changing and amending the forty (40) foot building restriction line as shown upon said lots upon the plat of said development; it being specifically understood that said forty (40) foot building restriction line as shown on said plat on all of said lots is hereby changed to a thirty (30) foot building restriction line.

Witness the Hands and Seals of the parties hereto this 19th day of March, 1952.

Signed, sealed and delivered in the presence of:

Helen E. Mowery

Jimmie Conway as to  
 Gordy Homes, Inc., Walter L. Dietz,  
 Adele B. Dietz, Daniel P. Knake,  
 Victoria C. Knake

GORDY HOMES, INC. (L.S.) (CORPORATE SEAL)  
 BY: E. S. Gordy, President

By: C. F. L. Hutchison, Secretary  
 (Chas. F.)

Walter L. Dietz (L.S.)

Adele B. Dietz (L.S.)

Daniel P. Knake (L.S.)

Victoria C. Knake (L.S.)

## MISCELLANEOUS RECORD BOOK No. 38

Barbara A. Mulcay  
 Beatrice W. Lee  
 as to Georgia Railroad  
 Bank and Trust Company

GEORGIA RAILROAD BANK & TRUST CO.  
 BY: R. A. Blanchard, its Vice President  
 and Cashier.

STATE OF SOUTH CAROLINA  
 COUNTY OF AIKEN

Personally appeared before me Jimmie Conway who, being first duly sworn, says that she saw the within named Gordy Homes, Inc., by E. S. Gordy, its President, and C.F.L. Hutchison, its Secretary, Walter L. Dietz, Adele B. Dietz, Daniel P. Knake, and Victoria C. Knake, sign seal and as their act and deed deliver the within written amendment to Restrictive Covenants, and that he with Helen E. Mowery, witnessed the execution thereof.

Sworn to before me this  
 19th day of March, 1952.

Charles E. Simons, Jr. (L.S.) (N.P. Seal)  
 Notary Public for South Carolina.

Jimmie Conway

STATE OF GEORGIA  
 COUNTY OF RICHMOND

Personally appeared before me Barbara A. Mulcay, who, being first duly sworn, says that she saw the within named Georgia Railroad Bank and Trust Company, by R. A. Blanchard its Vice-President & Cashier, sign, seal and as its act and deed deliver the within written Amendment to Restrictive Covenants, and that she with Beatrice W. Lee, witnessed the execution thereof.

Sworn to before me this  
 19th day of March, 1952.

Nell C. Templeton (L.S.) (N.P. Seal)  
 Notary Public, Richmond County, Georgia  
 My commission expires Sept. 27, 1952.

Barbara A. Mulcay

Recorded April 2nd, 1952 at 10:30 A. M.

*Randolph Patterson* C.C.C.P. & G.S.

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52-21

OCT. 24, 52

MISCELLANEOUS RECORD BOOK No. 52

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

FOR VALUE RECEIVED, We hereby transfer, assign, and set over under Federal National Mortgage Association, its Successors and Assigns, that certain mortgage in the principal sum of Seven Thousand Nine Hundred and No/100 (\$7,900.00) Dollars, executed by Raymond Thurston Stewart to The Commercial Bank and Trust Company of South Carolina, bearing date and recorded in Book 123, page 9, of Mortgages, Aiken County, South Carolina, on October 21, 1952.

IN WITNESS WHEREOF, We hereunto set our Hands and Seals this 21st. day of October, 1952.

THE COMMERCIAL BANK AND TRUST COMPANY OF (CORP)  
SOUTH CAROLINA (SEAL)  
BY: L. C. Howell - Vice President

In the Presence of:

Marian Cooper

William Bryant Jennings

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Personally appeared before me, the undersigned Notary Public, Marian Cooper, who, being duly sworn, says that she saw The Commercial Bank and Trust Company of South Carolina, by L. C. Howell, Its Vice President, sign, seal, and as its act and deed, deliver the foregoing Assignment, and that she, with William Bryant Jennings, witnessed the due execution thereof.

Sworn to before me this 21st.  
day of October, 1952.

Marian Cooper

(N.P. Seal) William Bryant Jennings (L.S.)  
Notary Public for South Carolina  
My Commission expires at the pleasure of  
the Governor of South Carolina

Recorded October 25, 1952 at 9: A.M. Randolph Patterson C.C.C.P. & G.S.  
BY: Walter Jennings DEPUTY CLERK

AIKEN )  
ESTATES } AMENDMENT TO RESTRICTIONS

STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN } AMENDMENT TO RESTRICTIVE COVENANTS

*Also additions  
MB 38 at p. 601  
& Mac B. S. 21*

WHEREAS, by instrument dated November 2, 1951, and recorded in Misc. Book 38 at page 330, in the Aiken County Clerk's Office, Gordy Homes, Inc., the owner of the development in Hitchcock Woods known as Aiken Estates imposed certain restrictive covenants contained in said instrument upon all of the lots in said Aiken Estates Development as shown upon a plat thereof made by Eugene R. Martini, Landscape Architect, and William G. Lyles, et al, architect and Engineers, which said plat is recorded in Misc. Book 40 at page 15, in the Aiken County Clerk's Office; and,

WHEREAS, said Gordy Homes, Inc., et al, comprising all of the owners of lots in said subdivision, by an Amendment to Restrictive Covenants dated May 19, 1952, and recorded in Misc. Book 38 at page 601, amended said original Restrictive Covenants so that all of the property in Block N of said subdivision plat could be used for commercial as well as residential purposes; and further that the building restriction lines upon all of the lots in said development as shown upon the above mentioned plat, would be "that no building shall be

Oct. 24, 52

located nearer to the front lot line or nearer to the side street line than 30 feet"; hereby eliminating the 40 foot building restriction line as shown upon some of the lots on said plat; and

WHEREAS, it is now the desire of Gordy Homes, Inc., Osgood W. and Florence V. R. Holt, Walter L. and Adele B. Dietz, John W. Eidschun, Daniel P. and Victoria C. Knake, John A. and Iryne N. Gregory, and Howard A. and Juliana B. Hansen, who own fee simple title to lots in said subdivision and Peter J. Moroz and Leona V. Moroz, James E. and Cara W. Demastes, Rupert L. and Ruth B. Wallace, Carl F. and Edna B. Horde, Wesley K. and Muriel L. Sinclair, Frank and Miriam W. Sampton, Chester H. and Frances J. Hinton, Edward J. Dennis, Lucius P. and Virginia P. Robertson, James L. Hyde, Robert W. and Phyllis G. Thompson, Otis and Elizabeth Coffman, Lester and Claire M. Ahrens, Philip H. Permar and Doris M. Permar, J. H. and Anna G. Herbert, George R. and Louise Ross McCauley, Kenneth W. and Margaret K. Rasmusson, Ivan and Kathryn St. John, Arthur and Irene Croll, who hold unrecorded Contracts of Sale and Purchase to other lots in said subdivision, together with Georgia Railroad Bank and Trust Company, a mortgagee over certain lots in said subdivision, to amend said Restrictive Covenants as in hereinafter set forth for the benefit of said subdivision, the present owners thereof and for the further benefit of all future owners of said lots in said subdivision, now therefore,

FOR AND IN CONSIDERATION of the premises herein stated, and in further consideration of the mutual advantages to the present and future owners of the lots in said Aiken Estates Development, it is hereby mutually covenanted, contracted and agreed by and between the parties hereto, as follows, to wit:

(1) That all of the parties hereto, being all of the owners of lots in said subdivision and all of the parties who own an interest in lots in said subdivision by virtue of Contracts of Sale and/or mortgages, hereby specifically contract and agree that the twenty foot public access road as shown on said plat leading from Evans Road to the area reserved for shopping between Lots 4 and 5 in Block N and also the twenty foot public access road as shown on said plat leading from Wheeler Drive to the Area reserved for shopping between Lots 9 and 10 in said Block N of said plat are hereby eliminated, removed and erased from said plat and said subdivision as effectually as if same had never been shown on said plat; it being specifically understood that these access roadways have never been opened up, and it is considered for the best interest of all present and future owners of lots in said subdivision the said roadways should not be opened up and developed inasmuch as a thirty foot buffer area of trees and shrubbery shall be located and maintained along Wheeler Drive, Sawyer Lane, Evans Road and Hitchcock Drive as a protection to all of the lots in said subdivision from the shopping area which is to be erected in Lot N of said subdivision.

WITNESS THE HANDS AND SEALS OF THE PARTIES

HERETO THIS 24th DAY OF OCTOBER, 1952.

Signed, and delivered  
in the presence of:  
Charles E. Simons, Jr.  
Jimmie Conway

GORDY HOMES, INC. (CORP SEAL) (SEAL)  
By: E. S. Gordy  
President  
By: Chas F. L. Hutchison  
Secretary  
Andrew F. Fritzen  
Alice J. Fritzen  
Osgood W. Hold  
Florence V. R. Holt  
Walter L. Dietz  
Adele B. Diets  
John W. Eidschun  
Daniel & Knake 10-20-52

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Oct. 28, 52

MISCELLANEOUS RECORD BOOK No. 82

STATE OF SOUTH CAROLINA }  
COUNTY OF AIKEN }

RENUNCIATION OF DOWER

I, Marion B. Holman, a Notary Public of South Carolina, do hereby certify unto all whom it may concern, that Mrs. Fannie N. Burton the wife of the within-named DeWit Burton did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named A. J. Collum, his heirs and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released. Given under my hand and seal this 28th day of October Anno. Domini 1952.

Marion B. Holman (L.S.)  
Notary Public of S. C.

Fannie N. Burton

Recorded October 29th 1952 at 10: A.M. Randolph Pittman C.C.C.P. & G.S.

/ / /

AMENDMENT TO RESTRICTIONS  
OF  
GORDY HOMES, INC.  
AND  
AIKEN ESTATES

STATE OF SOUTH CAROLINA }  
COUNTY OF AIKEN }

AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, by instrument dated November 2, 1951, and recorded in Misc. Book 38 at page 330, in the Aiken County Clerk's Office, Gordy Homes, Inc., the owner of the development in Hitchcock Woods known as Aiken Estates imposed certain restrictive covenants contained in said instrument upon all of the lots in said Aiken Estates Development as shown upon a plat thereof made by Eugene R. Martini, Landscape Architect, and William G. Lyles, et al, Architects and Engineers, which said plat is recorded in Misc. Book 40 at page 15, in the Aiken County Clerk's Office; and

WHEREAS, said Gordy Homes, Inc., et al, comprising all of the owners of lots in said subdivision, by an Amendment to Restrictive Covenants dated May 19, 1952, and recorded in Misc. Book 38 at page 601, amended said original Restrictive Covenants so that all of the property in Block M of said subdivision plat could be used for commercial as well as residential purposes; and further that the building restriction lines upon all of the lots in said development as shown upon the above mentioned plat, would be "that no building shall be located nearer to the front lot line or nearer to the side street line than 30 feet"; thereby eliminating the 40 foot building restriction line as shown upon some of the lots on said plat; and; and

WHEREAS, it is now the desire of Gordy Homes, Inc., to convey Lots Nos. 4, 5, and 6 in Block M on said subdivision plat to Southeastern District The Lutheran Church-Missouri Synod, a corporation body chartered in the District of Columbia, for the purpose of erecting a

*Church land*

GEORGIA RAILROAD BANK AND TRUST CO. }

TO

W. R. HARPER  
STATE OF GEORGIA  
COUNTY OF RICHMOND

RELEASE OF MORTGAGE

FOR VALUE RECEIVED, Georgia Railroad Bank and Trust Company of Augusta, Georgia, does hereby release the real estate hereinafter described from the lien of that certain Real Estate Mortgage heretofore executed by W. R. Harper and S. T. Harper to said bank under date of January 30, 1952, and recorded February 16, 1952, in R. E. M. Book 103, at page 221, Records of Aiken County, South Carolina, securing an original debt in the amount of \$2,500.00. The real estate which is released from the lien of said mortgage is as follows:

"All of that piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Aiken, Southeast of the Village of Belvedere, located on the Northwestern side of a tract of 354.11 acres of land as shown on a plat of Belvedere Ridge Inc., made by M. W. Hall Company, C. E., Oct. 1951, and recorded in Misc. Book 39, at page 215 Records of Aiken County, South Carolina. Said property being designated on the aforesaid plat as property of W. R. Harper. The property herein released is bounded and measuring as follows: Beginning at a pipe 270 feet from Palmetto and running thence South 8-11 East for 153.4 feet; thence South 75-42 West for 77.5 feet; thence North 10-06 West 161.7 feet; and thence North 81-49 East for 82 feet, to point of beginning, Said lot, with improvements thereon, is also shown on an individual plat of survey made August 2, 1955, by Joe L. Grant, R. L. S., for Harold Ewig, which plat is made a part and parcel hereof and is to be recorded simultaneously herewith."

It is understood and agreed that the said mortgage shall in all other respects remain in full force and effect.

WITNESS:

GEORGIA RAILROAD BANK AND TRUST COMPANY (CORP. SEAL)

Kathleen Shannon  
Elizabeth Erickson  
STATE OF GEORGIA  
COUNTY OF RICHMOND

BY: Felton Dunaway  
Vice President

PERSONALLY appeared before me Kathleen Shannon and made oath that she saw the within-named Georgia Railroad Bank and Trust Company by its Vice President, sign, seal and, as its act and deed, deliver the within-written release for the uses and purposes therein mentioned, and that she with Elizabeth Erickson witnessed the execution thereof.

SWORN to before me this 17th day of August, 1955,

Kathleen Shannon

M. P. (SEAL) Elizabeth Erickson (SEAL)  
Notary Public for Richmond County, Georgia  
My commission expires Sept. 8, 1958.

Recorded September 2, 1955 at 10:00 A.M. *Randolph L. Pittman* C.C.C.P.S.G.S.

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INSTRUMENT OF PROTECTIVE COVENANTS

OF

PINEHURST SUBDIVISION

STATE OF SOUTH CAROLINA }  
COUNTY OF AIKEN }

FOR AND IN CONSIDERATION of the mutual advantages to Chester J. Jasek and R. F. Colalucci, a partnership, the owners and the purchasers of lots and homes in the development known as Pinehurst Subdivision, south of the City of Aiken, in Aiken County, South Carolina, and northwest of the development known as West Conger Woods Subdivision, the following restrictive covenants are hereby imposed on all of the lots in the Pinehurst Subdivision, as shown on a plat thereof

made by Jones and Murph, R.S. under date of September 1, 1955, and all lots hereinafter sold in said development will by reference hereto be subject to these restrictions, covenants and limitations.

1. 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 ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part;
2. 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;
3. 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;
4. All lots in this subdivision shall be known and designated as residential lots, and no structure shall be erected on any residential building lots other than one detached single family dwelling, not to exceed two and one-half stories in height, and one or two car garage and servants quarters.
5. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on this subdivision 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 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 fifteen (15) feet to any side lot line; nor nearer than 3 1/2 feet from any side street lot line; except that a detached garage or other outbuilding located on the rear one-half portion of any lot herein described may be located as near as seven and one-half (7-1/2) feet to any side lot line and seven and one-half (7-1/2) feet to any rear lot line;
7. No residential lot referred to herein shall be resubdivided, rearranged or cut so that the remaining area shall be altered in any fashion from the initial planning set forth on the subdivision plat herein before referred to;
8. No residence shall be erected on any lot to have less than eleven hundred (1100) square feet of floor area exclusive of one-story open porches, breezeways, garages, and carports; residences of one and one-half stories shall not have less than one thousand (1,000) square feet of ground floor area; residences of more than one and one-half stories shall not have less than nine hundred (900) square feet of ground floor area.
9. No fence shall be built enclosing the front portion of any lot in this development; any perimeter fence on rear portion of lot shall not be over three and one-half (3 1/2) feet in height.
10. Drainage easements are reserved as shown upon the subdivision plat.
11. No noxious or offensive 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;
12. Until such time as a sanitary sewer shall have been constructed to serve this subdivision, all sanitary facilities shall be within the house and connected to a septic tank disposal system constructed in accordance with the requirements of the State Board of Health; the effluent from septic tanks shall not be permitted to discharge into a storm drain, open ditch, drain or street unless it has first passed through an absorption field approved by the Health authorities;
13. No exposed fuel, gas or oil container shall be permitted on any lot.
14. No structure of any kind shall be erected, placed or altered on any building plot

in this subdivision until the plans, specifications and/or plat plans for same have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to locations of the structure with respect to topography and finished ground elevation, by the Architectural Approval Committee. This Architectural Approval Committee shall be an independent self-perpetrating committee composed of three members; the initial committee shall be appointed by the partners of Pinehurst Subdivision; each member of the Architectural Approval Committee shall be the owner of a lot or lots in this subdivision. In the event the said committee fails to approve or to disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such structure or the making of such alterations has been commenced prior to the completion thereof, such approval will be deemed to have been granted. The members of such committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall cease on and after 2 1/2 years from the date hereof, and thereafter the approval described in this covenant shall not be required; unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the said committee. In the event that any property owners shall feel aggrieved by the refusal of this committee to grant the approval specified hereinbefore, then such property owner shall have the right to appeal to the property owners in this subdivision. By an appropriate written instrument a majority of said property owners may overrule the decision of the said Agricultural Improvement Committee, and the aggrieved property owner may proceed as if he had been granted in the first instance the approval of said committee.

Dated, this 1st day of September 1955.

In the presence of:  
Mobina Currie  
Dorcey Lybrand

Chester J. Jasek  
R. F. Colalucci  
A Partnership, d/b/a Pinehurst  
Subdivision

STATE OF SOUTH CAROLINA }  
COUNTY OF AIKEN }

Personally appeared before me Mobina Currie who being first duly sworn, says that she saw the within named Chester J. Jasek and R. F. Colalucci, a partnership d/b/a Pinehurst Subdivision sign, seal, and as their act and deed deliver the within written instrument for the purposes stated therein and that she with Dorcey Lybrand witnessed the execution thereof.

Sworn to before me this  
1st day of September 1955  
Dorcey Lybrand (L.S.)  
Notary Public for South Carolina.

Robina Currie

Recorded September 6, 1955, at 11:45 A.M.

*Randolph Patterson* C.C.C.P. & S.

STATE OF SOUTH CAROLINA }  
COUNTY OF AIKEN }

CHESTER J. JASEK  
and  
R. F. COLALUCCI  
d/b/a Pinehurst Subdivision

PARTNERSHIP AGREEMENT

Partnership Agreement made this 30th day of August, 1955 at Aiken, South Carolina, between Chester J. Jasek and R. F. Colalucci, both of Aiken, South Carolina, WITNESSETH:  
The parties have agreed and do hereby agree to become partners in business under the firm