

RSIS
single
family

July 9, 1984

To: Conger Woods Homeowners
From: Paul Huffman, President

Attached is your copy of the newly revised restrictions for Conger Woods Subdivision.

When we held our last meeting all homeowners were asked to contribute \$5.00 toward minor expenses incurred by the association. If you have not already done so, please send \$5.00 to our treasurer, Karen Patterson, 1103 Conger Drive.

We will be having a meeting on "Crime Watch" later this summer. Details on time and place will be provided as soon as final arrangements have been made. Please try to attend so we can learn about and implement this program as soon as possible.

STATE OF SOUTH CAROLINA)
 :
COUNTY OF AIKEN)

RESTRICTIONS ON CONGER WOODS
SUBDIVISION, AIKEN, S.C.

At a meeting of the owners of the lots in Conger Woods Subdivision, Aiken, South Carolina, held April 5, 1984, with a majority of the lot owners present and voting, the Restrictive Covenants originally imposed upon said Subdivision by instrument dated February 1, 1955 and recorded in Misc. Book 72 at page 163, records of Aiken County, South Carolina, were revoked and the following restrictive covenants were imposed:

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 this date, 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, or the equivalent thereof in the case of so-called split-level dwellings, and garage and servants' quarters. No double-wide or modular housing structures are permitted in this sub-division.
5. No trailer, tent, shack, garage, barn or other out-building erected in this subdivision shall at any time be used as a residence, temporarily or permanently. No structure of a temporary character shall be used for residential purposes on any of the lots herein described.
6. No portion of any building, exclusive of one-story open porches, breezeways, garages and car ports shall be erected on any residential building lot referred to herein nearer than thirty(30) feet to any street lot line, nor nearer than fifteen (15) feet to any side or rear lot line, except that a one-story open porch, breezeway, garage or car port may be located no nearer than fifteen(15) feet to any lot line, except that the eastern extremity of Lot 1, Block B, may be placed within sixteen (16) feet of the eastern street lot line of said lot.

CONGER WOODS RESTRICTIONS - Page two

7. No residential lot or lots referred to herein shall be subdivided to form more than the original number of lots. This restriction is not intended to apply against rearrangement or cutting the lots, provided the remaining area in each lot be greater than one-half of an acre.
8. No residence shall be erected on any lot to have less than twelve hundred(1200) square feet of floor area, exclusive of one story open porches, breezeways, garages, and car ports; 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. In a split-level dwelling the total projected area shall be no less than nine hundred(900) square feet. In case of destruction by fire or other means, a replacement home must be as large as the original structure and meet with approval of the Architectural Committee.
9. No fence shall be build without the approval of the Architectural Committee, as set up in paragraph fourteen(14) below.
10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat of the Subdivision, recorded in Plat Book 1 at page 53, records of Aiken County, S.C.
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; and specifically including the following:
 - a. Burning of paper and garbage is prohibited. Pine straw and other yard refuse may be burned only with a permit from the local fire authority.
 - b. There will be no accumulation of trash or refuse on any lot. Garbage cans shall be below ground or shielded from view with shrubs, etc.
 - c. Pets must be kept quiet; no dangerous dog shall be permitted unless properly res trained.
 - d. No chickens, ducks, geese, cows, rabbits, goats or horses may be kept in the subdivision.
 - e. No house trailers or trucks larger than a three-fourths (3/4) ton pickup may be kept permanently in the subdivision. Travel trailers, boats, school buses, etc. should be parked or stored out of general view of the street, in the exercise of good judgment and in consideration of immediate neighbors.

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f. No resident shall establish a place of business in the subdivision.

g. No wash should be hung out to dry, to sun, or to air in the portion of the any lot facing the street.

12. Until such time as a sanitary sewer shall have been constructed to serve this subdivision, all sanitary facilities including dish washers, washing machines, etc. within the house shall be 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 Authority.

13. No exposed fuel oil or gas container shall be permitted on any lot.

14. No structure of any kind, including fences, shall be erected, placed or altered on any building plot in this subdivision until the plans, specifications and/or plot 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 majority of the Architectural Committee.

The Architectural Committee shall consist of three(3) members elected for two-year terms by a majority vote of the lot-owners. Each member of the Architectural Committee shall be the owner of a lot or lots in this subdivision. In the event the said Committee failed to approve or to disapprove such design and location within thirty(30) days after said plans and specifications have been submitted to it, 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 these Covenants. The powers and duties of such Committee shall cease on and after twenty-five(25) years from this date, and thereafter the approval described hereinabove 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 said Committee.

In the event any property owner shall feel aggrieved by the refusal of this Committee to grant the approval specified herein, then such property owner shall have the right to appeal to the property owners of this subdivision. By an appropriate written instrument a majority of said property owners may overrule the decision of said Architectural Committee, and then the said aggrieved property owner may proceed as if he had been granted in the first instance the approval of said committee.

CONGER WOODS RESTRCITIONS - Page Four

Executed at Aiken, South Carolina this 3rd day of July,
1984.

CONGER WOODS HOMEOWNERS ASSOCIATION (SEAL)

By: Paul B. Huffman
Paul E. Huffman, Chairman

E. Wakefield Smith
E. Wakefield Smith,
Vice Chairman

Alice Simpson
Alice Simpson, Secretary

Witnessed by:

Arthur A. Lee

Barbara A. Sluening

STATE OF SOUTH CAROLINA)
 :
COUNTY OF AIKEN)

PROBATE

Personally appeared before me Barbara A. Shirey who
being duly sworn says that (s)he saw the within-named CONGER WOODS
HOMEOWNERS' ASSOCIATION, BY Paul Huffman, its Chairman; by
E. Wakefield Smith, its Vice Chairman; and by Alice Simpson,
its Secretary, sign, seal and as the act and deed of the Associa-
tion execute the foregoing Restrictive Covenants for the uses
and purposes mentioned therein, and that (s)he, together with
Arthur D. Rich witnessed the execution thereof.

SWORN to before me this

3rd day of July, 1984

Arthur D. Rich (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 1-7-90

Barbara A. Shirey