

STATE OF SOUTH CAROLINA,)
COUNTY OF ANDERSON.)

RESIDENTIAL AREA COVENANTS

WHEREAS, R. Hugh McLees is the owner of the lands known as Sunset Shores Subdivision as shown on a plat made by Alvin Freeman, Reg. L. S., dated _____, 1973 and duly recorded in the Office of the Clerk of Court for Anderson County, S. C., in Plat Book 78 at page 452, and,

WHEREAS, this section of lands as subdivided into lots is intended for residential purposes;

NOW, THEREFORE, in consideration of the foregoing, and the benefits accruing to the present and future owners of the lots of land included on said plat, said lots known as Lots Numbers One (1) through Twenty-six (26), R. Hugh McLees does hereby impose the following protective and/or restrictive covenants which shall be applicable to all of the lands as shown on the above mentioned plat.

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes and only one single family residence shall be erected, altered, placed or permitted on any lot.

DWELLING COST, QUALITY AND SIZE. Each dwelling shall have a minimum of 1,000 square feet of heated area for one story dwellings and shall have a minimum of 750 square feet of heated area for the ground floor of a two-story dwelling and 250 square feet of heated area for the second story of a two-story dwelling. Each dwelling shall have accommodations for at least two (2) cars; said garage areas attached or unattached, shall have at least 200 square feet of area; however, if the dwelling to be erected on said lot of land has met the above mentioned cost and space requirements, then the garage may be omitted; provided that if the garage is erected later that it will then meet the above mentioned requirements for a garage.

SUBDIVISION OF LOTS. No lot shall be subdivided, or its boundary lines changed except with the written consent of the Developer; however, the Developer hereby expressly reserves to himself, his Heirs and Assigns, the right to replat any two or more lots shown on the said plat of said subdivision in order to create a building plat or building plots each larger in size than any one of the lots so subdivided or replatted.

NUISANCES. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

EASEMENTS. An easement is reserved over the rear and side lot lines five (5) feet in width on each lot for the installation, operation and maintenance of utilities and for drainage. Such easements across the lots as are shown on the recorded plat are also reserved.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, house trailer, mobile home, camper, basement, tents, shack, garage, barn, or other outbuildings shall be used or left on any lot at any time as a residence either temporarily or permanently, nor will it be permissible to stock pile any form of construction materials or the parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house.

CONSTRUCTION. Any structure must be completed within one (1) year after the initial construction has been commenced.

SIGNS. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one (1) square foot, or a sign of not more than five (5) square feet advertising the property for sale or rent, or the normal signs used by a builder to advertise the property during the construction and sales period only.

LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

SEWAGE DISPOSAL. No individual sewage disposal system shall be installed on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Anderson County Health Department.

Approval of such system as installed shall be obtained from such authority.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish.

Trash, garbage or other waste shall not be kept except in containers approved for sanitary condition.

All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall hedge or other shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

TERM. 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.

ENFORCEMENT. 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.

SEVERABILITY. 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.

WITNESS the hand and seal of the undersigned, this 12th day of July, A. D., 1973.

IN THE PRESENCE OF:

Ann Cosens
Ann Cosens

R. Hugh McLees (SEAL)
R. Hugh McLees