

STATE OF SOUTH CAROLINA )  
 ) INSTRUMENT OF PROTECTIVE COVENANTS  
COUNTY OF AIKEN ) SECTION XV, HOUNDSLAKE NORTH

WHEREAS, Houndslake Corporation, as owner in fee simple of a subdivision known as Section XV, Houndslake North, as shown on a plat of same made by Cantelou Associates, Consulting Engineers, Surveyors, Planners, dated November 4, 1987, and recorded in Plat Book 20, Pages 46, 47, 48, 49, records of Aiken County, has elected to and hereby imposes upon said lots certain restrictions and protective covenants as follows:

1. All of the 45 patio lots in Section XV, Houndslake North are designated as residential lots and no structure shall be erected on any lot other than one detached single family residence. No commercial activity shall be conducted on any of the lots.
2. No dwelling shall be constructed on the lots shown on said plat, which shall contain less than 1350 square feet of heated floor space.
3. No building shall be located on any lot nearer than 25 feet from any street and no building shall be erected on any lot nearer than 10 feet from any side lot line.
4. No lot shall be resubdivided or rearranged which shall increase the number of lots in the subdivision.
5. Easements for streets, drainage, sewerage and other public utilities are established and dedicated for such uses and purposes as shown on the plat.
6. All house plans, additions to buildings, outbuildings, fences, walls and swimming pools must be approved in writing by Houndslake Corporation or a committee duly appointed by Houndslake Corporation. It is the responsibility of the property owner to retain possession of a copy of the approval signature.  
Before construction may commence on any lot, the lot owner or builder shall submit the following to the Architectural Control Committee:
  1. A complete set of house plans and specifications.
  2. A plot plan.

3. Description or sample of all exterior materials, (i.e. brick, siding, or stone, as well as roof shingle selection) and paint or stain colors of any and all exterior materials.
7. The Architectural Control Committee will be allowed up to two weeks to review Items 1., 2., and 3. as referred to above. Negotiation or discussion of any questionable items may result in further review time. The first committee shall be the Vice-President of Houndslake Corporation or his (her) designee who shall serve until his (her) successors are selected. His (her) successors shall be comprised of three persons appointed by the first committee. Their successors shall be elected by the owners of a majority of the 45 lots in Section XV, Houndslake North and approved by Houndslake Corporation. The ownership of said lot shall vest the owner(s) with a right to cast one ballot.
8. After approval of all plans, and before construction begins, the contractor must locate the home site on the lot and meet with the Architectural Control Committee and the owner or his representative, for approval of location of residence. Owners shall not clear cut any lot and are encouraged to preserve trees wherever possible. Anyone wishing to remove all trees must obtain permission from the Architectural Control Committee.
9. Upon completion of the construction of the dwelling, a maximum of sixty days will be allowed for completion of approved landscaping. The owner of any lot whether built upon or not, is responsible for maintaining the lot and landscaping in a manner fully acceptable to the Architectural Control Committee. If the owner fails to maintain the lot, after written notice by the Architectural Control Committee, the Committee will have the option to contract for the services necessary to bring the appearance of the lot up to the standard set by the Architectural Control Committee and require the owner to pay for the services so rendered. If the owner fails to pay for the services the Committee will pay for said services and acquire a lien against the lot until the Committee is reimbursed by the owner.

10. Owners of each lot are responsible for instructing contractors to make every effort to keep trash, scraps and construction debris to a bare minimum and to protect, as far as possible, trees, plants and other ground cover to prevent erosion. Each owner and his (her) building contractor is responsible for protecting the streets and any neighboring property from sediment build-up and erosion due to his (her) own construction. Hay bales and/or silt fence should be provided by the owner/contractor where needed.
11. During construction a receptacle should be available on site for this purpose and emptied when needed to avoid nuisance to surrounding properties.
12. No fences shall be erected along the property lines on the front one-third portion of any lot, except of ornamental design and not exceeding three and one-half feet in height. Any proposed fence must be approved in writing by the Architectural Control Committee prior to erection. No chain link or cyclone fence shall be permitted.
13. No tent, shack, mobile home, camper, travel trailer, or basement shall be used at any time as a temporary or permanent residence. Travel trailers, motor homes, and boats must be stored or parked in an enclosed garage or in an off-site location. No commercial vehicles, non-operating vehicles or school buses shall be parked or stored on any lot except in the carport or garage, out of general view.
14. No garbage or domestic trash shall be disposed of by burning or burying on any lot within the subdivision or adjacent property.
15. All driveways between the street and garage and/or dwelling shall be paved with asphalt, brick or concrete, unless otherwise approved by the Architectural Control Committee.
16. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may constitute an annoyance or nuisance to the neighborhood, this to include pets being walked on and allowed to use any other owners lots whether occupied or not.

17. No antennas or satellite dishes may be installed or maintained unless the type, installation and location upon the lot of said antenna or satellite dish shall be approved in writing by the Architectural Control Committee. Approval for satellite dishes will only be granted when they are out of general view.

18. Electric, gas, telephone and cable television lines installed on each lot should be located by the utility prior to digging plumbing, irrigation lines, holes for fence posts, etc.

19. Clotheslines or any other display of clothing or other items for drying purposes shall not be permitted on said lot unless they are adequately fenced or screened from view of the street, and other neighboring lots.

20. Lot owners or their agents shall maintain their lot in a clean orderly manner. Maintenance of lots includes control of weeds, and other high growth, removal of dead and fallen trees.

These covenants shall run with the land and shall be binding on all parties residing or owning said lot, until 2025, at which time the covenants will be automatically extended for successive ten year periods unless by vote of a majority of the then owners of the patio lots in Section XV, Houndslake North, they agree to change these covenants in whole or in part.

Should any owners, their heirs, executors, administrators or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property in Section XV, Houndslake North, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant(s). Provided, however, that no violation shall affect the validity or any mortgage lien of record prior to such violation.

Invalidation of any 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.

Dated this 24 day of February, 1988.

IN THE PRESENCE OF:

Linda C. Bennett  
Shirley A. Fuller

HOUNDSLAKE CORPORATION

BY: Robert E. Fenland

ITS: President

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

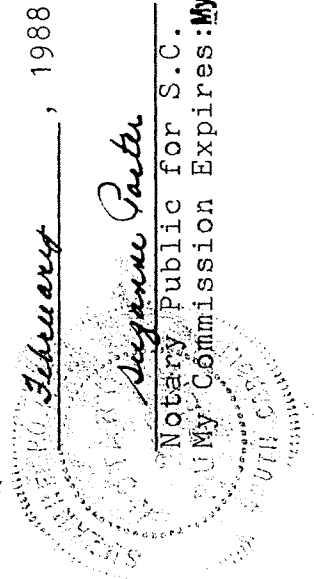
VOL 502 PAGE 138

Personally appeared before me the undersigned witness who being first duly sworn, says that s/he saw the within named Houndslake Corporation, by Robert E. Penland, its President, sign, seal and as its act and deed, deliver the within written instrument for the purposes stated therein, and that s/he with the other subscribing witness witnessed the execution thereof.

Jinda C. Bennett

Sworn to before me this

25<sup>th</sup> day of February, 1988.



Notary Public for S.C.  
My Commission Expires: My Commission Expires August 12, 1995

RETURNED TO: Lance A Davin,  
ally

RECORDED 3-2-88 at 0930hr  
Reggie J. Lupton  
CLERK OF AGEN COUNTY