

STATE OF SOUTH CAROLINA)
) INSTRUMENT OF PROTECTIVE COVENANTS
COUNTY OF AIKEN) HOUNDSLAKE VILLAS, PHASE II

WHEREAS, Houndslake Corporation, as owner in fee simple of a subdivision known as Houndslake Villas, Phase II, as shown on a plat made August 18, 1983, by Ayer, Graham & Associates, Inc., Consulting Engineers and Land Surveyors, recorded in Plat Book 16, page 26, records of Aiken County, comprising 33 lots situate in the southwestern section of the City of Aiken, Aiken County, South Carolina, has elected to dedicate the streets and easements as shown on the plat and to impose upon the lots certain restrictive and protective covenants, as follows:

1. All of the 33 lots in Houndslake Villas, Phase II, 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, except the Architectural Control Committee may approve zero side lot line construction provided two adjacent owners build party walls simultaneously, each having approved the other's plans. In this event, the other side restriction shall be no less than 15 feet. The general rules pertaining to "Party Walls" will apply. For references, see "Declaration of Covenants, Conditions and Restrictions" for Houndslake Villas, Phase I, Article VII, dated April 4, 1979, and recorded in Misc. Book 272, page 101, office of Registrar of Mesne Conveyance for Aiken County.

4. No lot shall be resubdivided or rearranged which shall (a) increase the number of lots in the subdivision, or (b) reduce the frontage of any lot to less than 60 feet, except the following lots, the frontage of which shall not be reduced, to wit: Lots 3, 4, 8, 9, 10, 18, 19, 20 and 21.

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 plans and specifications for homes to be constructed shall be submitted to the Architectural Control Committee along with landscaping plans and plans for fences and walls, for approval, and upon approval, a complete copy will be left with the Architectural Control Committee. In order to maintain aesthetic compatibility, the Architectural Control Committee will require homes to be constructed predominantly of wood siding, utilizing cedar, cypress or comparable materials, in combination with stucco or stone or brick trim.

7. 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 determination of which trees may be removed. Thereafter, no tree over six inches in diameter, measuring five feet from the ground, may be cut or removed without approval of the Architectural Control Committee.

8. 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 property 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.

9. No tent, shack, mobile home, camper, travel trailer, or basement shall be used at any time as a temporary or permanent residence. Travel trailers and boats must be stored or parked in an enclosed garage or in an off-site location. No commercial vehicles shall be parked or stored on any lot except in the carport or garage, out of general view.

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

11. All driveways between the street and garage and/or dwelling shall be paved with asphalt, brick, or concrete.

12. Neither clotheslines nor any other display of clothing or other items for drying purposes will be permitted anywhere within public view on any lot.

13. 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 lot whether occupied or not.

14. No antennas shall be installed or maintained where cable television is available unless the type and installation of said antenna is approved by the Architectural Control Committee prior to installation.

15. The first Architectural Control Committee shall be the President of Houndslake Corporation or his designees who shall serve until their successors are selected. The successors shall consist of three persons selected by the owners of a majority of the lots in the subdivision. The ownership of each lot shall vest the owner(s) with the right to cast one ballot.

16. These covenants shall run with the land and shall be binding on all parties residing or owning lots in the subdivision, until January 1, 2023, at which time the covenants will be automatically extended for successive ten year periods unless by a vote of the then lot owners a majority of the then owners of lots agree to change the covenants in whole or in part.

17. Should any owners, theirs, executors, administrators or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for the Architectural Control Committee or any person owning any real estate in said subdivision to prosecute at law or in equity against the person or persons violating or attempting to violate any such covenant(s). Any violation of Section 12 of this document with respect to the removal of trees shall subject the owner to a penalty of Two Hundred (\$200.00) Dollars per tree, said amount to be paid to the Homeowners Association.

18. It is expressly understood, however, that the violation of any of the provisions of this instrument shall not effect the lien or validity of a mortgage recorded prior to such violation.

19. Invalidation of any 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.

Dated this 18th day of August 1983.

In the Presence of:

HOUNDSLAKE CORPORATION

M. D. Moore
Susan S. Hyde

By: *Robert E. Penland*
President

Personally appeared before me M. D. Moore who being first duly sworn, says that (s)he saw the within named Houndslake Corporation by Robert E. Penland, President, sign, seal and as his act and deed, deliver the within written instrument for the purposes stated therein, and that (s)he with Susan S. Hyde witnessed the execution thereof.

M. D. Moore

Sworn to before me this 18th day of August 1983.

Susan S. Hyde (L.S.)
Notary Public for South Carolina

My Commission Expires: 4-6-93

RECORDED 9-8-83 at 1100 hrs.
Riggin & Co.
H.C. AIKEN COUNTY

RETURNED TO: Houndslake Corp. (4)