

23-X/76

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

RESTRICTIVE COVENANTS

Nov 14 11 55 AM '73

CLERK OF COURT
LEXINGTON COUNTY
CHAS. P. SNEELY

ROLLINGWOOD SUBDIVISION

KNOW YE ALL MEN BY THESE PRESENTS, that Gray Construction Company, Inc. is the owner of those certain parcels and lots of land set out and described herein as follows:

All that certain piece, parcel or tract of land, situate, lying and being in School District No. 1, County of Lexington, State of South Carolina, and containing 19.50 acres, more or less, as shown on a plat prepared for Venture Investments, Inc. by Douglas E. Platt, Sr. RLS, dated November 4, 1971 and recorded in Plat Book 116-G, page 195, Lexington County records. Together with that certain tract of land shown as Tract No. 2 on a plat recorded in said Clerk's office in Plat Book 74-G, page 123, which Tract No. 2 contains 57.8 acres, more or less.

These parcels or lots of land are to be henceforth known as POLLINGWOOD SUBDIVISION.

Gray Construction Company, Inc. does herewith declare, stipulate, covenant, and agree on behalf of themselves, their successors and assigns, with all persons, their heirs, and assigns, who shall hereinafter purchase lots in the said Rollingwood Subdivision, shall be subject to the following restrictions, reservations, covenants and limitations, to-wit:

1. That all such restrictions shall henceforth run with the said parcels and lots of land described herein.

2. That no lot shall be used except for residential and not for educational or church purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling of modern construction not to exceed two stories in height, with garages and appropriate out buildings conforming to the architecture of the main house in design and construction. Garages may be attached to the main dwelling or detached as long as the side, front, and rear line restrictions are not violated or breached.

3. No dwelling shall be permitted on any lot which has less than One thousand five hundred (1,500) square heated feet, exclusive of porches and garages.

4. No dwelling shall be situated or located on any lot nearer than thirty (30) feet to the front lot line or nearer than ten (10)

See Plat Book 100 Page 113. Modification of Restrictions relative to within, See Deed Book 94 Page 104. See Modification of Restrictions relative to within, See Deed Book 102, Page 153. 11-5

See Deed Book 816 Page 172

Modification of Restrictions relative to within, See Deed Book 232, Page 2. Cancelled in 257/297, 298

feet to the side lot line, except for a garage or other permitted accessory building located and situated on the rear one-fourth (1/4) of any lot; in any event, no building shall be located nearer than that which allows a 20% adjustment on the front lot line, a 30% adjustment on the side lot line. Be it provided, further, that any percentage adjustment or variance must have the specific written approval of Gray Construction Company, Inc. Provided, however, that such violations of a front or side lot line shall be unintentional and so construed by Gray Construction Company, Inc. to be same.

5. There shall be in existence, perpetual easements for the installation of utilities and drainage facilities reserved unto Gray Construction Company, Inc., its successors and assigns, upon the back lot line for a distance of ten (10) feet, upon the side lot line for a distance of five (5) feet. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of the drainage channels into the easements, or which may obstruct or retard the flow of water into drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Such easements, as aforementioned, are shown upon the recorded plat designated as Rollingwood Subdivision.

6. That Gray Construction Company, Inc. shall have the sole discretion and final authority on the approval of all sets of specifications and plans on any anticipated dwelling within the Rollingwood Subdivision. Be it further advised that Covenantor does herewith reserve unto itself the use of any lot for religious or educational purposes. Any release of the reservation, as aforementioned, can be obtained only by receiving specific written permission from Gray Construction Company, Inc.

7. Should there be any pond or lake developed upon any properties owned by the Covenantor, then the Covenantor shall retain ownership of the pond or lake while using its discretion as to what party or

parties may utilize the facility, subject, however, to subsequent amendments or supplements to these Restrictive Covenants.

8. No obnoxious 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, shall be utilized upon any lot except as specifically approved by the Covenantor in writing.

10. No sign or any kind shall be displayed to the public view on any lot except for a "FOR SALE" sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a contractor to advertise the property during the construction and sale period.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash, garbage or other waste must be kept in sanitary containers.

12. No lot may be subdivided without the written consent of Gray Construction Company, Inc.

13. No individual sewage disposal system shall be permitted on any lot unless same is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the State Board of Health or the South Carolina Pollution Control Authority. Approval of such a system must be obtained in writing and readily available for inspection by the Covenantor.

14. No building shall be erected, placed, or altered on any lot unless the construction plans and specifications and the plans showing the location of the structure have been approved by Gray Construction Company, Inc., or a person or persons designated by them, as to the quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot

nearer to any street than the minimum setback line. The approval of Gray Construction Company, Inc., as required in these covenants shall be in writing. In the event that Gray Construction Company, Inc. shall fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to them or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. TERM. The covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of the majority of the lots have been recorded, agreeing to change said covenants, provided, however, that these conditions and restrictions may be amended at any time by a written instrument signed by a majority of the owners of the lots in the subdivision which majority shall include all the owners of lots on the street upon which lot effected is situated; provided, however, that the restrictions cannot be amended changing the use of any lot from residential to educational, or church purposes without the written consent of Gray Construction Company, Inc., its successors and assigns.

16. No front fences, copings, retaining walls, billboards, or other obliterating structure shall be erected or maintained on any lot in this, the Rollingwood Subdivision, without first obtaining the written consent of the Covenantor.

17. Enforcement of these covenants 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.

18. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

19. Gray Construction Company, Inc., its successors and

assigns, reserves the right to impose additional restrictions on any unsold lot or area by declaration or by including said restrictions on the Deed to that individual lot, but such added restrictions shall be in addition to the restrictions hereby declared and imposed.

IN WITNESS WHEREOF, Gray Construction Company, Inc. has caused these presents to be executed in its name by William Charles Gray, its President on this 13TH day of November, 1973.

IN THE PRESENCE OF:

GRAY CONSTRUCTION COMPANY, INC.

Paul Munn
Pat Jervy

BY: William Charles Gray
William Charles Gray, President

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

PERSONALLY APPEARED BEFORE ME PAUL MUNN

and made oath that he saw the within-named Gray Construction Company, Inc., by William Charles Gray, President, sign, seal and deliver the within-written Restrictive Covenants for the uses and purposes therein mentioned, and that he with PAT JERVEY witnessed the execution thereof.

SWORN TO before me this 13TH day of November, 1973.

Samuel Shealy
Notary Public for South Carolina

Paul Munn

My Commission Expires: Dec 31, 1980

Recorded this 14th day of November AD. 19 73 at 11:55 AM
CHARLES R. SHEALY, O.C.C.P. & G.S.