

11/11

VOL 614 PAGE 106

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

RESTRICTIVE COVENANTS OF
KNOLLWOOD IV SUBDIVISION - PHASE II

WHEREAS, Knollwood Construction, Inc. is the owner of the property known as Knollwood IV Subdivision - Phase II as is more fully shown by a plat of same made by Brian G. Besson & Assoc., PC, dated December 19, 1990 and revised March 27, 1991, and recorded in Plat Book 25, page 63, records of the RMC Office for Aiken County, South Carolina, which subdivision is intended for residential purposes only, and

WHEREAS, it is to the interest, benefit and advantage of Knollwood Construction, Inc. and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same and certain easements be established, set forth and declared to be covenants running with the land,

NOW, THEREFORE, for and in consideration of the premises and benefits to be derived by Knollwood Construction, Inc. and each and every subsequent owner of any of the lots in said subdivision, Knollwood Construction, Inc. does hereby set up, establish, promulgate, and declare the following covenants and easements to apply to all of said lots and to all persons owning said lots, or any of them, hereafter. These protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Knollwood Construction, Inc. until July 1, 2021, to-wit:

1. No portion of the land described herein shall be used for commercial or mercantile purposes, but will be used solely for residential purposes for the erection of one detached single-family dwelling not exceeding two stories in height, with appropriate approved accessory building not exceeding one story in height, on each of the lots which may be sold and conveyed. Without limiting the generality of the foregoing, the following are specifically prohibited: apartment houses, hospital, infirmaries, boarding houses, hotels and any other use not limited to a single-family dwelling for residential purposes.
2. No trailer, attic, shack, garage, barn or other outside building shall be used for residential purposes, except that servant quarters may be provided as part of or accessory to a main residence, and shall conform to it in exterior design and quality. No house trailer or heavy construction equipment, busses or commercial vehicles shall be parked or stored in the subdivision except for construction purposes during construction period. No recreational vehicle or recreational equipment shall be parked or stored beyond set back lines of the residence.
3. All residences erected on any lot in this section shall be single-family residences described in Paragraph 1 hereof; and in the case of a one-story residence and main dwelling, floor area, exclusive of

VOL 614 PAGE 107

porches, attached garages, carports and other auxiliary space, shall not be less than 1,260 square feet. A mid foyer house shall have a minimum of 950 square feet of heated area on upper level. In the case of a one and one-half story residence, the main dwelling floor area, exclusive of porches, attached garages, carports and other auxiliary areas, shall not be less than 950 square feet on main floor. A split level (either front to back, back to front or side to side) will be considered as a one and one-half story house except that the total area of the two levels must equal or exceed the prescribed minimum for the first floor of a one and one-half story house. Any house shall be considered to be a split level house when it has three or more well defined interior floor levels and an upper floor is superimposed over one of the lower floor levels. A two-story house shall have at least 800 square feet of living area on each floor, exclusive of porches, attached garages, carports and other auxiliary area. In approving any two-story, one and one-half story or split level house, Knollwood Construction, Inc. will require that the top stories of houses be constructed in accordance with normal design practices, and that the top floor area not be proportionally smaller than is customary in houses of its type. No residence shall be permitted on any lot at a cost of less than \$50,000.00 based upon cost levels prevailing on date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded and the minimum permitted floor area.

4. No residence shall be erected on any lot having a frontage less than that shown on said plat of Knollwood IV Subdivision - Phase II referred to above, but lots may be enlarged by the addition of contiguous property lying inside or outside said subdivision; combined or divided, provided that in such subdivision of any lots, the area of any building lot is increased. In all cases of resubdivision, the setback line and the side and rear line restrictions as set forth in these covenants shall be applicable to such lots as resubdivided.

5. No building of any kind or character shall be erected on the lots included in this subdivision nearer the street than 25 feet on front street and 20 feet on side street. No building of any kind or character shall be erected within 8 feet of any side property line; however, variable lot requirements of the City of North Augusta Zoning Ordinance may be used upon site plan approval by the Planning Commission. No residence or living quarters shall be erected within 20 feet of the rear lot line. However, swimming pools and approved auxiliary buildings not to be used as dwellings may be constructed to within 5 feet of the rear lot line. If any lots are resubdivided or enlarged pursuant to the provision of Paragraph 4 hereof, side and rear line restrictions shall be applicable only to the side and rear lines of lot subdivided.

6. Zoning restrictions of the City applicable to the property shall be observed. In the event of any conflict between any provision of the zoning restrictions and these restrictions, the more restrictive shall apply.

VOL 614 PAGE 108

7. No structure or improvement of any description, including walls and fences, shall be erected on any lot without the prior written consent and approval of Knollwood Construction, Inc., its Successors and Assigns, of the specifications of such structure, its locations on the lot and the direction in which it will face, provided, however, that the control being referred to shall pass to a majority of property owners when all lots are sold.

8. Easements for the installation and maintenance of all utilities and drainage facilities are reserved by the owner over the rear 10 feet of the property line. Where a larger easement is shown on said plat, the larger easement will apply instead of the easement reserved.

9. No clothes line, drying racks or fences used for drying clothes shall be constructed or maintained nearer the front line than the rear line of the residence constructed on said lot. Neither can the above extend nearer the side lines than the side lines of the houses.

10. No poultry, swine, cows, goats, horses, mules or other farm animals or fowl shall be maintained on any lot, and no vegetable garden may be planted except in the rear or backyard of any lot. No more than three domestic pets (such as dogs, cats, etc.) may be kept on any lot, and the same shall be restricted to the owner's lot.

11. No exposed above-the-ground tanks will be permitted for the storage of fuel, water or any other use.

12. The exterior body of any building on any lot shall be either solid brick, brick veneer, B grade siding, wood shingles, stone or marble. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing location of the structure have been approved by Knollwood Construction, Inc. as to the quality workmanship and materials, harmony if exterior design with existing structures, and as to location with respect to topography and finish grade elevation.

13. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between 2 and 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 25 feet from the intersection of the street lines, or in the space of a rounded property corner from the intersection of the street property lines extended. The same sight lines limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste which shall not be kept except in

VOL 614 PAGE 109

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

15. The invalidation of any one of these restrictive covenants by judgment or decree shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. During the course of the construction of a residence, the only signs permitted on the premises will be the real estate agent's sign, building permits, sign designating VA and/or FHA case number, if any, and one sign designating the general contractor. If any subcontractors or materialmen are to be listed, their names must be incorporated on the same sign listing the general contractor.

17. If the owner or his or her assigns or successors in title shall violate any of the restrictive covenants herein, any person owning real property situated in said development or subdivision may institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, whether to prevent a violation or to recover damages or other dues for such violation; provided, however, that a violation of any such covenant shall not constitute a forfeiture or reversion of title.

18. These restrictions may be amended from time to time by owners of two-thirds of the lots in said subdivision.

WITNESS its hand and corporate seal this 4th day of June 1991.

WITNESSES:

George O. McKie, Jr.
George O. McKie, Jr.

KNOLLWOOD CONSTRUCTION, INC.

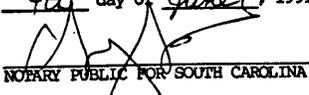
By: *George O. McKie, Jr.*
George O. McKie, Jr., President

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

PERSONALLY appeared before me, the undersigned, and made oath that (s)he saw the within named Knollwood Construction, Inc. by George O. McKie, Jr., President, Sign, Seal and as its Act and Deed deliver the within written Restrictive Covenants of Knollwood IV Subdivision - Phase II; that (s)he with the other subscribing witness witnessed the execution thereof.

VOL 614 PAGE 110

SWORN to before me this
4th day of June, 1991)


NOTARY PUBLIC FOR SOUTH CAROLINA

Wren Nicols

My Commission expires: 1-12-2000

RECORDED 6-7-91 11:50 AM
Peggy G. Whitman
R.I.C. AIKEN COUNTY

NOT AN OFFICIAL COPY

RETURNED TO:
S. M.

VOL 614 PAGE 111

6.00

STATE OF SOUTH CAROLINA }
COUNTY OF AIKEN }

MORTGAGE RELEASE

FOR VALUE RECEIVED, receipt whereof is hereby acknowledged, Bankers First Federal Savings and Loan Association, the sole owner and holder of that certain real estate mortgage heretofore executed to it by Knollwood Construction, Inc. dated January 4, 1991 and recorded in REM Book 1260, page 184, records of the RMC Office for Aiken County, South Carolina, does hereby release from the lien of said mortgage the following described real estate, to-wit:

All those certain streets and roadways situate, lying and being located in Knollwood IV Subdivision, Phase II, in the City of North Augusta, County of Aiken, State of South Carolina, designated as Candada Court, Cascade Drive, Springwood Court, Green Forest Drive and Pineridge Drive, all of which is more fully shown on final plat of Knollwood IV, Phase II, prepared by Brian G. Besson & Assoc., PC, dated December 19, 1990, revised March 17, 1991, which said plat is made a part and parcel hereof by reference thereto and recorded in Plat Book 25, page 63, records of the RMC Office for Aiken County, South Carolina.

ALSO, all of the grantor's right, title and interest in and to the water, sanitary sewer and storm sewer systems installed within the right-of-way of the aforesaid streets and with the drainage easements as shown on the aforesaid plat and with all the utility easements as set forth on said plat.

In all other respects, the aforesaid mortgage shall remain in full force and effect.

WITNESS its Hand and Seal this 28th day of May, 1991.

WITNESSED BY:

Kym Oleson
Carol S. Norrell

BANKERS FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

By: *John T. Walraven*
Its As its Vice President

By: *David Holloway*
Its As its Vice President

STATE OF GEORGIA }
COUNTY OF COLUMBIA }

Refered
RECORDED 6-1-91 10:13:50 AM
R.M.C. Aiken County

PERSONALLY appeared before me, the undersigned, and made oath that (s)he saw the within named Bankers First Federal Savings and Loan Association by John T. Walraven, its Vice President and by David Holloway, its Vice President Sign, Seal and as its Act and Deed deliver the within written Mortgage Release; that (s)he with the other subscribing witnesses witnessed the execution thereof.

Notary Seal: B. NORRELL, Notary Public for Georgia, Commission Expires March 12, 1994

Kym Oleson

My Commission expires (Seal) Notary Public, Columbia, Cty., Georgia My Commission expires March 12, 1994

SMITH & MURPHY
Attorneys at Law
P. O. Box 6127
North Augusta, S.C. 29641

VOL 614 PAGE 112

690

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) RELEASE OF LIEN

FOR VALUE RECEIVED, Security Federal Savings Bank does hereby release the below described property from the lien of a certain mortgage given by Water's Edge of Aiken, a South Carolina Limited Partnership to Security Federal Savings Bank, dated September 14, 1990, recorded in REM Book 1235 at page 153, records of Aiken County; the lands released therefrom are described as follows, to-wit:

All that certain piece, parcel or lot of land situate, lying and being in the County of Aiken, State of South Carolina, being known and designated as Lot Number Thirteen (13) on plat of Water's Edge made by Hass & Hilderbrand, Inc., dated December 27, 1990, revised April 30, 1991, and recorded in Plat Book 25 at page 66, records of Aiken County, S. C. the metes and bounds, courses and distances as upon said plat appear being incorporated herein by reference thereto.

Provided, however, that the security of the said Security Federal Savings Bank as described in said security instrument, shall in all respects, except as to the premises hereinabove described, be preserved and protected and that the lien of said security, except as hereby released and discharged, shall remain in full force and effect, and the terms, conditions and covenants thereof and the note secured thereby shall remain unchanged.

IN WITNESS WHEREOF, the undersigned does hereby cause this Release of Lien to be executed by its proper officers this 31st day of May, A. D., 1991.

WITNESSES: Wanda F. Anderson
H. Dan Duffie
BY: Kishi Cam
its Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) PROBATE

PERSONALLY appeared before me the undersigned witness who on oath states that (s)he saw the above named Security Federal Savings Bank by its duly authorized officer, sign, seal and as its act and deed deliver the within written Release of Lien, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Wanda F. Anderson

Subscribed before me this 31st day of May, A. D., 1991.
H. Dan Duffie (SEAL)
Notary Public for South Carolina
My Commission Expires 8/14/2000

referred
RECORDED 6-4-91 at 1500
Kathy J. Whitmer
R.M.B. AIKEN COUNTY

RETURNED TO:

RETURN TO: FOX & VERENES/Aiken
Water's Edge