

PRELIMINARY RESTRICTIONS – SUBJECT TO CHANGE

Muller and Frick Road Property

This conveyance is made subject to the following conditions and restrictions:

1. That not more than one private single family residential dwelling, together with accessory buildings and facilities normally incident to a private family residential home site shall be constructed;
2. Each dwelling shall have not less than 2,000 sq. ft. of heated, enclosed floor area, exclusive of the patios, porches, carport or garage with the exception of a guest house that is in addition to main residence. Guest house is acceptable if they are of similar quality and design of construction as main residence. Once construction of a residence has commenced, the exterior thereof, including finished siding material, shall be completed within six (6) months thereafter;
3. No business, commercial, trade or manufacturing activity shall be conducted on any lot or portion of said Property;
4. No duplex or other multi-family residences shall be constructed on any lot;
5. Subdivision of the land conveyed by this deed into two or more lots is expressly prohibited except where every lot resulting from such a subdivision shall contain at least five (5) acre area;
6. No part of any building shall be constructed nearer than 50 feet from any front lot line or nearer than 50 feet from any side lot line or nearer than 50 feet from any rear lot line;
7. No portion of said lot shall be prepared for the purpose of providing a tract for off road all terrain vehicles or motorcycles;
8. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the lot owner and approved by the appropriate governmental authority, unless public sewage becomes available;
9. No mobile home, house trailer, modular home, or the basement of a contemplated permanent dwelling shall be occupied as a residence, either on a permanent or temporary basis. The terms "modular home" and "mobile home" are defined as follows:
Modular Home: A dwelling unit constructed in accordance with the Standards set forth in the South Carolina State Building Code and composed of components substantially assembled in a manufacturing plant and transported to the home site on its own chassis;

Mobile Home: A dwelling unit that (I) is not constructed in accordance with the Standards set forth in the South Carolina State Building Code, and (II) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis;

10. No temporary house, camper, trailer, or tent shall be placed or put upon any lot or portion of the Property for use as a residence;
11. Exterior construction material for all buildings whether residential or auxiliary, shall be properly painted, stained, or veneered with wood, brick, stone or other similar facing material. No structure shall have an exterior covering consisting of tar paper, rolled brick siding or other similar facing material. All foundations must have brick, stone or stucco finish. No concrete blocks shall be exposed at any level;
12. No animals or livestock of any description, except horses and the usual household pets shall be kept on any lot;
13. No inoperable, stripped, partially wrecked or junk motor vehicle, or part hereof, shall be permitted to be parked or kept on any street or lot;
14. No noxious, offensive or illegal activities shall be carried on any lot nor shall anything be done to any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood;
15. All drainage areas must be maintained, mowed, and generally well kept at all times;
16. No junk, debris or trash shall be accumulated and/or stored on any lot;
17. Any satellite reception dish or device, above ground swimming, or outdoor clothes lines shall be screened from view by adjoining lots, the streets, and the common areas by means of landscaping or attractive screening material;
18. No tractor-trailer rigs, dump trucks or buses shall be parked or stored on any lot;
19. No out buildings shall be constructed, installed or placed in front of the front building wall of a residence, which shall be the building wall nearest the road;
20. The grantors reserve for themselves, their successors and assigns, for purposes incident to development of the real property subject to these restrictions and other property, a ten (10') foot strip along each property line for the purpose of construction, installing, maintaining, repairing and operation of utility lines, plies, mains and facilities;

21. Nothing herein shall be constructed as imposing any restrictions upon any other property owned by grantor. Grantor in the course of development of other property shall not be obligated to extend these restrictions to such property, but may impose such restrictions as Grantor chooses;

22. No "clear-cutting" of the lots. Along Mueller and Frick, "landscaped" in groupings such as property on corner across Mueller is acceptable. Along two back boundaries, 30' of forest and vegetation to be kept untouched except for healthy maintenance (such as dead tree removal, etc. with as little disturbance to surrounding trees and vegetation as is possible);

23. Lots shall have minimum set back lines of one hundred (100) feet from the front, twenty-five (25) from the side and one hundred (100) from the rear lot lines;

24. No metal fences such as chain link or pole horse corrals. The only exception may be attractive wrought iron fencing;

25. No signs shall be placed on any lot;

26. As used throughout these restrictions, "Lots" shall include any subsequent combination of lots or portions of lots into a single lot and any subsequent of one or more lots into multiple lots;

27. These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all property described herein or hereinafter made subject hereto;

In addition to any other limitations contained herein, this conveyance is subject and subordinate to the following to the extent they now exist and affect the within described premises.

(A) Any and all existing easements and servitudes affecting the premises whether arising from written instrument, operation of law or otherwise, and,

(B) Any and all conditions, restrictions or reservations affecting the premises except that the same are not reimposed hereby, and,

(C) Liens for roll-back taxes affecting the premises, the liability for payment of which is assumed by Grantee by acceptance of delivery of this deed, and,

(D) Any restrictions or liens imposed by statute, ordinance, law or regulation affecting the premises including but not limited to those dealing with zoning, land use and disposal and storage of hazardous materials.