

003324

BOOK 360 PAGE 101

STATE OF SOUTH CAROLINA)

INSTRUMENT OF PROTECTIVE COVENANTS
PERSIMMON HILL ESTATES

FILED
CLERK OF COURT
SALUDA COUNTY, S.C.
96 DECEMBER 17 PM 3:05

COUNTY OF SALUDA

WHEREAS, Atlantic Coast Properties, Inc, as owner in fee simple of a subdivision known as Persimmon Hill Estates, lying and being in the County of Saluda, comprising lots has elected to dedicate the streets and easements as shown on the plats and to impose upon the lots certain restrictive and protective covenants, as follows:

1. All of the lots in Persimmon Hill Estates 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 1600 square feet of heated floor space unless otherwise approved by the Architectural Control Committee.
3. No building shall be located on any lot nearer than fifty (50") feet from any street and no building shall be erected on any lot nearer than twenty-five (25") feet from any side or rear lot line unless otherwise approved by the Architectural Control Committee.
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 unless otherwise approved by the Architectural Control Committee.
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.
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 trees may be cut or removed without approval of the Architectural Control Committee, and Robinson Corp. (Bill Robinson) or his representative.
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 junked or abandoned vehicles shall be allowed on any lot at any time.
11. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured within the residential areas of the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any one Dwelling Unit. No pets may be kept, bred, or maintained for any commercial purpose. The owner of an animal will not allow it to roam unattended on the Property, it being the responsibility of each pet owner to either leash their animal or retain voice control while the animal is out of doors.
12. No garbage or domestic trash shall be disposed of by burning or burying on any lot within the subdivision or adjacent property. All garbage disposal bins are to be kept in a designated enclosed area.
13. All sewage disposal shall be by septic tanks and drain fields meeting all requirements of the South Carolina State Board of Health.
14. Neither clotheslines nor any other display of clothing or other items for drying purposes will be permitted anywhere within public view on any lot.
15. 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.
16. 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.
17. The first Architectural Control Committee shall be the President of Atlantic Coast Properties, Inc. 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 with the right to cast one ballot.

lots in the subdivision. These covenants can be modified in whole or in part by the majority vote of the lot owners, each individual lot represents one vote

19. Should any owners, their 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 covenants

20. 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.

21. Invalidation of any of these covenants by judgement or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

Dated this 5th day of Dec, 1996.

In the Presence of

ATLANTIC COAST PROPERTIES, INC

Denise Lee Holcomb

by Jerry M. Holmes
Jerry M. Holmes, President

Personally appeared before me Grant W. Holcomb who being first duly sworn, says that (s)he saw the within named Atlantic Coast Properties, Inc President, Jerry M. Holmes, sign seal and as his act and deed, deliver the within written instrument for the purposes stated therein, and that (s)he with Denise Lee Holcomb witnessed the execution thereof.

Grant W. Holcomb

Sworn to before me this 5th day of December 1996.

Denise Lee Holcomb
Notary Public for South Carolina

My commission expires: 8/14/2001

I hereby certify that the within Covenants was filed for record in my office at 3:05 p.m. o'clock on 12-17-1996 and was immediately entered upon the proper indexes and duly recorded in Book 360 Page 101

Doris B. Holmes
Doris B. Holmes
Saluda County Clerk of Court & RMC

PAID
DEC 17 1996

SALUDA COUNTY TREASURER
AMOUNT 10.00

Recorded in Assessor's Office
Book 2 Page 734

Jane B. Stuy (Kru)
Auditor for
Saluda, S. C.