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SUMTER CO SC

FILING FEES	\$ 1000
STATE TAX	\$
COUNTY TAX	\$
TOTAL PAID	\$ 1000

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RESTRICTIVE COVENANTS

STATE OF SOUTH CAROLINA]
COUNTY OF SUMTER]

WHEREAS, the undersigned are the owners of that certain property located in Sumter Township, Sumter County, State of South Carolina, known as Idlewild Development, Section 1, consisting of sixty (60) residential lots shown on plat of D. D. Edmunds, R.L.S., dated August 28, 1985, with revisions made on October 10, 1985, October 28, 1985, and January 24, 1986, and Idlewild Development, Section 2, consisting of eleven (11) lots shown on plat of D. D. Edmunds, R.L.S., dated December 12, 1985, and desire by these protective covenants to protect ourselves and all subsequent purchasers from any construction or activity which may be detrimental to the value of this property and our adjoining property:

KNOW ALL MEN BY THESE PRESENTS that we hereby declare these covenants to exist on the above mentioned property and to be covenants running with the land as follows.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed three (3) stories in height.

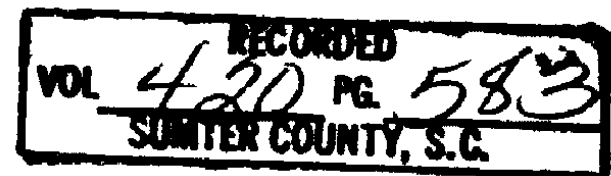
2. No building, fence or other structure of any kind shall be begun, erected, or placed on any of the lots of the above tract until the building plans, specifications, design,





and plat plan showing the location of such building, fence, or structure on the lot in question has been first approved by the Architectural Control Committee of "IDLEWILD DEVELOPMENT" in writing as to the conformity of size, type, and quality, and as to the harmony of design with the proposed or existing structure in the above tract and as to the location of the building, fence, or structure, with respect to topography and finish grade elevation. All building plans and specifications submitted for approval will remain the property of the Architectural Control Committee.

3. No building shall be located on any lot nearer to the front lot line than the minimum building setback line shown on the plat. No building shall be located on any lot nearer than thirty (30') feet to any side street line and no building shall be located nearer than ten (10') feet to an interior lot line and the sum of the setback distances from the interior lot lines on either side shall not be less than twenty-five feet. No dwelling shall be located on any interior lot nearer than twenty-five (25') feet to the rear lot line. Within the limitations of the property line restrictions herein referred to, no detached garage or outbuildings or other structures shall be located closer than ten (10') feet to any property line, and such structures shall be located on the rear half of the lot. For the purpose of this paragraph, eaves, steps and other open porches shall not be considered as part of a



building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved unto the undersigned owners, their successors and assigns, over the rear ten (10') feet of each lot and that portion of the property where such easements are indicated on the above referenced plats. Within these easements, no structure or planting or other materials 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 of the flow of the drainage channels in the easements, the easement area of each lot and all improvements for which a public authority or utility company is responsible.

5. No lot may be subdivided or reduced in size from that which is shown on the recorded plat without the written permission of the Architectural Control Committee.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

7. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than

five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales.

8. No livestock or poultry shall be kept and maintained upon the property conveyed or any portion thereof. These restrictions do not apply to dogs and cats, except a limit of three (3) dogs and/or three (3) cats per residence.

9. No garbage or domestic trash shall be disposed of by burying on any lot and no lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste material shall be kept in a sanitary covered container behind the residences and out of sight of the street. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No individual water supply system shall be permitted on any lots unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Sumter County Health Department. Approval of such system as installed shall be obtained from such authority.

10. The Architectural Control Committee is composed of Tyler B. Dunlap, Jr., Van Hugh Jackson, Sr., and Doris J. Gardner. The majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have sole authority to designate a successor.

Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

11. The committee's approval or disapproval as required in the covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to us, or within one hundred and twenty (120) days after the completion of such improvements if no plans have been submitted to the committee for approval, approval will not be required and the related covenants shall be deemed to have been fully complied with.

12. The property subject to these covenants is designated as a bird sanctuary. There shall be no trapping, hunting, shooting, or attempting to shoot or molest in any manner any bird or wild fowl or to rob birds' nests or wild fowl's nests or to shoot, hunt, or trap any wild animal, provided, however, if starlings or similar birds (such as jays or English sparrows) are found to be congregating in such numbers in a particular locality that they constitute a nuisance or a menace to health or property in the opinion of the proper health authorities of the county, then in such event, such health authorities shall meet with representatives of the Audubon Society, Bird Club, Garden Club, or Humane Society, or as many of such clubs as are found to exist in the

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county, after having given at least three (3) days actual notice of the time and place of such meeting to the representative of such clubs. If, as a result of such meeting, no satisfactory alternative is found to abate such nuisance, then such birds may be destroyed in such numbers and such manner as deemed advisable by such health authorities under the supervision of the Sheriff of Sumter County.

13. The streets or road shown on the above mentioned plat are hereby dedicated to the legal authorities for the perpetual maintenance and use by the public. No additional street or driveway shall be added to existing streets and roads by any lot purchaser save by agreement with the Architectural Control Committee.

14. No curbs or any pavement shall be broken or disturbed in any manner whatsoever and in the event such is done, intentionally or unintentionally, such property owner shall be responsible for the replacement thereof.

15 All boats, trailers or trailer hitches, and similar non-selfpropelled vehicles shall be parked or stored on the rear of the dwelling on any lot.

16. The developer reserves the right to subject the real property herein to a contract with Black River Electric Cooperative for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or continuing monthly



payment to Black River Electric Cooperative by the owner of said property herein described

17. No mobile homes and no metal storage buildings shall be located on any lot at any time.

18. No unmuffled vehicles (motor bikes, go-carts, etc.) will be operated on the property.

19. No property owner will store in front of or on the side of the residence located on any lot any trash cans, boats, trailer, campers, or any other item which would detract from the appearance of the residence or the subdivision.

20. The Architectural Control Committee shall be consulted and shall have final authority on the location and facing of the residence constructed on any lot.

21. All structures shall be completed within one (1) year from the date of groundbreaking unless the time is otherwise extended by the Architectural Control Committee.

22. All landscaping and outside decorations shall be approved by the Architectural Control Committee.

23. No inoperative vehicles shall be maintained on the property for longer than a thirty (30) day period.

24. All vehicles larger than a standard passenger vehicle, such as tractors, etc., will be parked in back of the residence and out of the view of the street.

25. No objects of any kind such as television dishes will be located on the property unless it has been approved by

the Architectural Control Committee.

26. Any fences and mailboxes or docks must be approved by the Architectural Control Committee.

27. The lot owner will keep his lawn in like keeping with the majority of the lot owners. If after written notice said lot is not brought up to standard, the other lot owners may have said lot cut and cleaned and all costs involved shall be paid by the lot owner.

28. Any person violating any of these restrictive covenants understands and fully agrees that all attorney fees and court costs for the enforcement of said covenants will be paid by the violating party.

29. Enforcement of these covenants shall be by proceedings at law or in equity against any person persons violating or attempting to violate any covenants either to restrain violation or to recover damages

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

31. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10)

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years unless an instrument signed by a majority of the owners of this property has been recorded agreeing to change said covenants in whole or in part.

32. The ponds shown on said plats will be for the exclusive use of the owners of the lots bordering said ponds. The undersigned owners intend to convey the ponds to a non-profit corporation which will govern the use and maintenance thereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 24th day of January, A. D. 1986.

In the presence of;

[Signature]
Walter De Alton

V Hugh Jackson Jr.
James L Jackson

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Richard C. Jones
Attorney At Law
P O Box 1708
Sumter SC 29150

THIS DOCUMENT WAS FILED
IN MY OFFICE ON
Dec 24 1986 AT 4:21 PM,
RECORDED VOL 420 PS 581
HARRY Q. JENNINGS
REGISTER OF MESNE CONVEYANCES
SUMTER, S.C.