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 VICKI M. MCCARTHY - REGISTER OF DEEDS  
 State of South Carolina  
 Sumter County, South Carolina

## Idlewild Subdivision Restrictive Covenants

Per the provisions of the Second Addendum to the Restrictive Covenants Subdivision, filed on April 6, 2005 in Sumter County, South Carolina, responsibility for the Idlewild Subdivision Restrictive Covenants and their enforcement was transferred to the Idlewild Homeowners Association. Whereas the Idlewild Homeowners Association is composed of homeowners owning property in the Idlewild Development located Sumter Township, Sumter County, State of South Carolina, originating with surveys conducted in 1987, 1988, 1989, and 1995. We, the association of these homeowners, 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. These Restrictive Covenants apply to all lots within the Idlewild subdivision.

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:

Whereas, the residents of the Idlewild Development, consisting of two hundred and fifteen (215) residential lots, have voted by a quorum, as defined in the Idlewild Homeowners Association, Inc ByLaws, to update these Restrictive Covenants on November 18, 2014 as follows:

1. No lot shall be used except for residential purposes. No dwelling 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 public authorities and/or utility companies, over the rear ten (10') feet of each lot and that portion of the property where such 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.

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.

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. All household trash, garbage, or other waste material shall be kept in a sanitary covered container behind the residences and out of sight of the street. Trash that does not fit in the container, with the exception of yard trash, must be removed from the property within 48 hours. No trash, including yard trash, shall be street side more than 48 hours prior to collection. 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 shall be composed of at least two residents of the Idlewild community and a member on the board of directors. 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 these 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 it, 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.

13. The streets or roads 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-self-propelled vehicles shall be parked or stored on the rear of the dwelling on any lot.
16. Electrical service will be provided under contract with Black River Electric Cooperative.
17. No mobile homes shall be located on any lot at any time.
18. No metal storage buildings or containers shall be located on any lot at any time. Replacement of any existing metal storage building cannot be replaced with another metal storage building.
19. No un-muffled vehicles (motor bikes, go-carts, etc.) will be operated on the property.
20. No property owner will store in front of or on the side of the residence located on any lot any trashcans, boats, trailer, campers, or any other item, which would detract from the appearance of the residence or the subdivision.
21. The Architectural Control Committee shall be consulted and shall have final authority on the location and facing of the residence constructed on any lot.
22. 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.
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 any residence and out of the view of the street.
25. No vehicles shall be parked in the front or side lawn of any residence for more than 24 hours.
26. Any fences must be approved by the Architectural Control Committee. No chain link or chicken wire fence shall be approved. Any current chain link or chicken wire fence needing replacement cannot be replaced with another chain link or chicken wire fence.
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 Homeowners Assn. may have said lot cut and cleaned and all costs involved shall be paid by the lot owner.
28. Any homeowner violating or allowing the violation of 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. Non-compliance within ten (10) days of receipt of registered mail notification of non-compliance shall result in a fine of ten (10) dollars per day. Non-payment of all fines will result in a lien being placed against the property. Monthly statements, including accumulated fines and any and all expenses incurred by the HOA due to continued non-compliance, will be sent to the property owner via registered mail.

29. Enforcement of these covenants shall be by proceedings at law or in equity against any person or 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 affect.

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 said covenants shall be automatically extended for successive periods of ten (10) years. Changes to the Restrictive Covenants can be made per the terms of Article III of the Idlewild Homeowners Association Bylaws, filed March 26, 1999, Vol. 735, pg. 1690 with the Sumter County Registrar of Deeds.

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

Approved this 18<sup>th</sup> of November 2014 at the 2014 Annual Meeting of the Idlewild Homeowners Association by majority vote of a quorum as recorded in the Minutes of said meeting.

Idlewild Homeowners Association for the Idlewild Subdivision

[Signature] President  
[Signature] Witness

[Signature] Treasurer  
[Signature] Witness

Sworn to and subscribed before me on this 9<sup>th</sup> day of June 2015

Notary Signature [Signature]  
Notary Public Virginia Gaymon  
Notary Public for the State of South Carolina  
My commission expires April 25, 2018

All parties personally appeared before me  
Virginia Gaymon

WITNESSES OBSERVED BY SIGNATURES