

MISCELLANEOUS  
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STATE OF SOUTH CAROLINA )  
COUNTY OF AIKEN ) FIRST AMENDMENT TO RESTRICTIVE  
COVENANTS FOR MAGNOLIA PLACE  
SUBDIVISION AS RECORDED IN MISC.  
BOOK 992, PAGE 206, RECORDS OF  
RECORDS OF THE RMC OFFICE FOR  
AIKEN COUNTY, SOUTH CAROLINA

The Restrictive Covenants for Magnolia Place Subdivision are amended as follows:

**Item No. 3 is amended to read:**

3. All mobile homes, modular homes or manufactured homes must be underpinned within 30 days from the date of the construction or installation of same. Said underpinning must be brick, block or stucco and be done before occupancy. Decks and stoops on the front of any home shall be at least 6 feet by 10 feet and must also be underpinned before occupancy. This underpinning shall be completed before occupancy.

**Item No. 7 is amended to read:**

7. All driveways must be constructed of asphalt or concrete. Said driveways must be no less than ten (10) feet wide and extend all the way from the street to the dwelling.

**Item No. 13 is amended to read:**

13. No tract shall be used or maintained as a dumping ground for garbage or rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition on the rear 50% portion of the property.

**Item No. 17 is amended to read:**

17. All lot owners (excluding the Developer) shall pay an annual Assessment for the maintenance of an entranceway into the subdivision, including landscaping and a sign. The amount of such assessment shall be \$100.00 per year commencing June 1, 2000 and due on the same date of each year thereafter. The \$100.00 assessment shall be paid to the Developer.

**Addition of No. 22 as follows:**

22. Any addition to the main structure will be constructed with the same materials and quality, including roof shingle color.

The aforesaid restrictive covenants shall remain in full force and effect.

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RESTRICTIVE COVENANTS

FOR  
MAGNOLIA PLACE

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published by Henry G. Montgomery and Cliff Channell, residents of Columbia County, Georgia, this 12th day of July, 1999.

WITNESSETH:

THAT, WHEREAS, Cliff Channell and Henry G. Montgomery (hereinafter "Developer") are the owners and developers of the subdivision known as **MAGNOLIA PLACE**, being all of those certain tracts or parcels of land situate, lying and being in the State of South Carolina, County of Aiken, and being more particularly shown as Lots 1 through 22, Block "O" and Lots 1 through 17, Block "I" on plat made by Southern Partners, Inc. dated May 20, 1999 and revised June 11, 1999, and recorded in the RMC Office for Aiken County, South Carolina, in Plat Book 39, page 153; and

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

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Developer and each and every subsequent owner of any of said lots aforementioned, said Developer does hereby set up, establish, promulgate, and declare the following protective covenants to apply to all of said lots and to 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 the owners, for a period of 25 years at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit:

1. Any mobile home, modular home or manufactured home placed on the property shall be no older than 4 years old at the time of its installation on the property. Furthermore, all homes must have a minimum size of 1150 square feet and must be approved by the Architectural Control Committee. The exteriors of all homes must be vinyl, stucco or brick. Only shingle roofs will be permitted.

2. A minimum building line is required of 30 feet from the front property line. No building shall be located any nearer than 10 feet from any side lot line. A five (5) foot easement is reserved along all property lines for utilities.

3. All mobile homes, modular homes or manufactured homes must be underpinned within 30 days from the date of the construction or installation of same. Said underpinning must be brick, block, <sup>or</sup> stucco <sup>or</sup> vinyl. Decks and stoops on the front of any home <sup>THIS</sup> must also be underpinned. <sup>BEFORE COMPLETION</sup>

3x6 at least 6 x 10 with steps & handrails,

4. All outside utility or storage buildings must have a minimum of 80 square feet. Said utility buildings must be situated in the rearmost 25-foot portion of the lot, but not to extend into the rear drainage and utility easement.
5. The Architectural Control Committee shall initially consist solely of Cliff Channell and Henry Montgomery or whomever they designate in writing. The number of people on the Architectural Control Committee may be expanded to up to 3 members at the discretion of Cliff Channell and Henry Montgomery.
6. Lots are to be used for single family residential purposes only. Said lots must be equipped with an approved septic system per county and state regulations. The lot owner must provide Developer with the written approval of the proper governmental authority before the lot owner may occupy the premises.
7. All driveways must be constructed of "~~grass and dirt~~", asphalt or concrete. Said driveways must be no less than <sup>10</sup>12 feet wide and extend all the way from the street to the dwelling.
8. No tract shall be subdivided in any manner without the prior written approval of Developer and the Aiken County Planning & Zoning Office or other appropriate governmental authority.
9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character, including, but not limited to, a basement, tent, shack, garage, barn or other outbuilding shall be used on said tract at any time as a residence, either temporarily or permanently.
11. No more than two (2) dogs or cats per lot will be permitted. No livestock, swine or poultry or any other non-domestic animal of any kind shall be raised, bred, or kept on said tract.
12. No trees more than 10 inches in diameter at its base are to be cut without prior written approval of Developer except those trees necessary to clear a space for the home and driveway.
13. No tract shall be used or maintained as a dumping ground for garbage or rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. *on the rear 50% part of property*
14. Fencing shall be allowed only with the prior written consent of the developer, who may, in his sole discretion, approve or deny same. No fencing may extend any closer to the street than the front of the home.
15. No junk, or disassembled or non-functional vehicles nor any trash shall be permitted to be stored on any lot.
16. The developer shall have the right and privilege to grant reasonable variances from the strict compliance with the terms of these covenants in any instance where such compliance will cause the owners, or their successors in title, unreasonable hardship; any variance granted shall be made in writing and signed by the developer.

17. All lot owners (excluding the Developer) shall pay an annual Assessment for the maintenance of an entranceway into the subdivision, including landscaping and a sign. The amount of such assessment and the due date is to be set hereafter by the Developer. *year & time*

18. The invalidation of any one or more paragraphs or portions of these covenants by Judgment or Decree of Court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect.

19. Enforcement of these restrictions shall be proceedings by law or in equity against any person or persons violating or attempting to violate any such restriction. Invalidation of any one of these restrictions by judgment or Court Order or legislative decree shall in no way affect any of the other restrictions, which shall remain in full force and effect.

20. Upon the expiration of the 25-year term of these covenants, said covenants shall be continued automatically and without further notice from that time for a period of ten (10) years and thereafter for successive periods of ten (10) years each without limitation, unless within six (6) months prior to the expiration of the initial term or of any successive period of ten (10) years thereafter, a written agreement executed by the then record owners of more than 50% of the lots subject to these covenants shall be placed on record in the RMC Office of Aiken Co., SC, in which agreement any of the covenants or restrictions herein may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto.

21. As long as the Developer shall hold title to any portion of the above-  
*22: any addition to main structure will be constructed with same materials & quality including roof shingle color.*

described property or to any additional rest estate added to the development, which right is reserved by the Developer, the developers, as well as their heirs, successors and assigns, shall have and are hereby granted the exclusive right, exercisable at any time and from time to time, to amend or to grant exceptions to these covenants and to waive, repeal or vary these covenants in any one or more respects whenever in their sole opinion, such waiver, repeal or variance shall not be materially detrimental to the development and maintenance of Magnolia Place as a residential area.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:

Robert Meade  
[Signature]

[Signature]  
Cliff Channell

[Signature]  
Henry G. Montgomery

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

PERSONALLY appeared before me the undersigned who made oath that (s)he saw the within named Cliff Channell and Henry G. Montgomery sign, seal and as their Act and Deed deliver the within written document; that (s)he with the other subscribing witness witnessed the execution thereof.

SWORN to before me this 13th  
day of July, 1999

Robert Meade

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission expires: 1-12-2000

RECORDED 9-10-99 01545  
Judith Warner  
R.M.C. AIKEN COUNTY