

STATE OF SOUTH CAROLINA §

COUNTY OF PICKENS §

PROTECTIVE COVENANTS
RESTRICTIONS - ASHLEY ESTATES SUBDIVISION
CLEMSON, SOUTH CAROLINA

1. The following protective covenants are to run with the land and shall be binding upon all persons claiming under them until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument adopted by vote of a majority of the then owners, agreeing to change said covenants in whole or in part, is placed on record.
2. If the parties hereto or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. All lots in said subdivision shall be residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling.
5. No livestock, cattle, swine, sheep, goats, dog raising kennels, or other such similar activities shall be permitted on any of the property. Likewise, no chickens, ducks, geese, or other such fowls shall be kept on the property.
6. No building shall be located, altered, or permitted to remain nearer to the front lot lines than shown on said recorded plat, or in any event no nearer than 30 feet, nor nearer to any side line than 10 feet. No detached garage shall be located nearer the front lot lines than 80 feet, nor nearer than 5 feet from any side or rear lines. The dwellings on corner lots shall be set back approximately 25 feet, or as shown on said plat, in order that the dwellings thereon may face the intersection.
7. No dwelling shall be located, altered or permitted to be placed on any numbered lot which lot has an area of less than 10,000 square feet or a width of less than 80 feet at the front building setback line.

8. The groundfloor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1600 square feet for a one story dwelling or 900 square feet for more than one story. No dwelling shall be permitted on any lot having less than 1 1/2 baths and 3 bedrooms or 2 bedrooms and a den.

9. No noxious or offensive trade or activity shall be carried on upon any of the said numbered lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

11. Easements for utility installation and maintenance and drainage are reserved over and across the rear 5 feet of all of said lots.

12. No lot shall be recut so as to face in any direction other than shown on said plat or described in the deed of conveyance thereto.

13. The right is reserved to lay or place or authorize the laying and placing of sewer, gas and water pipes, telephone, telegraph and electric light poles on any of the streets and alleys shown on said plat, or thereafter cut, in said subdivision without compensation, or consent of any lot owner, and an easement for the installation and maintenance of utilities and drainage facilities are reserved over said streets and alleys.

14. Until municipal sewerage is available, all sewerage disposal shall be by septic tank meeting the approval of the Local and State Board of Health.

15. No building shall be erected, placed or altered on any of said numbered lots until the building plans, specifications and plot plans showing the location of such building have been approved in writing, as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by Charles P. Butler, of Clemson, S. C. or an agent designated by him. In the event of the death of Charles P. Butler, his wife, Mildred S. Butler, shall have full authority and power to approve or disapprove said building plans or to appoint an agent to do so. In the event of failure to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. Neither Charles P. Butler or his designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

16. The right is hereby reserved by the undersigned to alter, change, or amend the above restrictions so as to comply with the minimum requirements of the Federal Housing Administration, Veterans Administration or the City of Clemson, and the further right is reserved by the undersigned to change alter or amend the above restrictions, at their discretion insofar as said restrictions pertain to setback lines and minimum area requirements.

Charles P. Butler

Mildred S. Butler

IN THE PRESENCE OF:

Allen S. McMahon

Earlene Garrison

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PERSONALLY appeared before me Allen S. McMahon

and made oath that he saw the within named Charles P. Butler and Mildred S. Butler, sign, seal and as their act and deed deliver the foregoing instrument in writing for the uses and purposes within mentioned; and that he, with EARLENE GARRISON, witnessed the execution thereof.

SWORN TO and subscribed to before me this, the 14 day of September, 1970.

Allen S. McMahon

Earlene Garrison
NOTARY PUBLIC FOR SOUTH CAROLINA