

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER )

QUAIL ARBOR ESTATES SECTION THREE  
RESTRICTIVE COVENANTS AND EASEMENTS

WHEREAS, the undersigned are the sole owners of lots of land in Quail Arbor Estates Subdivision, Section Three (3), as shown on a plat entitled "Portion of Quail Arbor - Section Three, Dorchester County, South Carolina" by Thomas W. Bailey, C. E. & L. S., dated August 1969, and recorded in Plat Book 17, Page 245, in the Office of the Clerk of Court for Dorchester County, and

WHEREAS, it is the desire and intention of said owners to impress and restrict all of their lots on said plat with suitable and useful restrictions,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that all deeds to lots owned by the undersigned situate in the said subdivision shown on the abovementioned plat, whether or not so stated in the deed, shall be subject to the following covenants, restrictions, limitations and easements:

ONE: All lots shall be known and described as residential lots, and no structure shall be erected and/or used on the property herein conveyed for any other purpose than for a residence, with the exception as to outbuildings, hereinafter set forth, and no form of combined business and residential use shall be made of any such buildings. Only one residence, not exceeding two and one-half stories in height, shall be permitted on each lot. Outbuildings may be erected on the property for servant quarters, garages and/or small sheds.

TWO: BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty (30') feet to the front lot line, or nearer than thirty (30') feet to any side street line. No building shall be located nearer than five (5') feet to an interior lot line. For the purpose of this covenant, eaves, steps, carports and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

THREE: None of the said lots shall be subdivided nor its boundary lines changed from the location shown on said plat hereinabove referred to; provided, however, that this restriction shall not apply to a situation where, through inadvertent bona fide error or mistake in precise and exact calculation by surveyor and/or contractor, a permissible structure is erected either upon a lot line or so close to the same as to constitute a violation of Paragraph 2 above; and the boundary line readjustment made necessary by such error or mistake is relatively minor, leaving the general layout of the subdivision, as a result of such change substantially unaffected; nor shall any portion of, or any less than the whole of any one of said lots be sold or conveyed, save that any lot may be subdivided into two portions, which portions shall be owned by the respective owners of the two adjoining lots on each side thereof, so as to become parts thereof; PROVIDED, HOWEVER, that only one private detached single family dwelling or one permissible structure, with other permissible buildings, may be erected on the whole of the property thus combined into one lot.

FOUR: No noxious or offensive trade shall be carried on upon any lot, nor shall anything be about thereon, which may be or become an annoyance or nuisance to the neighborhood.

FIVE: No one-story dwelling shall be permitted on any lot in the subdivision consisting of less than 1,400 square feet of living space, and not less than 1,600 square feet in the case of a dwelling of more than one story. This does not include porches, carports, breezeways or garages.

SIX: No trailer, basement, tent, shack, garage, garage apartment, duplex or multi-family dwelling, barn or other out-buildings erected on this tract shall be at any time used as a residence, temporarily or permanently, nor shall any trucks of more than one-half (1/2) ton capacity be parked regularly on any lot.

SEVEN: There shall be no sewage disposals from the lot save by sewer, septic tank or other sewer methods approved by the Dorchester County or State Board of Health.

EIGHT: An easement on the back line of each lot shall be reserved as appearing on the recorded plat, but if not shown on said plat, a five (5') foot easement on the back line and a five (5') foot easement on the side lot line of each lot shall be reserved for drainage and for use of poles, wires, sewers and other public utilities. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above.

NINE: No structure of any kind shall be erected, installed, altered or maintained on any lot until and unless the complete design, plans, specifications and location shall have been approved in writing by the subdivider or his assignee. All plans must be approved in writing by the subdivider or his assignee. All plans must be approved or disapproved by the subdivider within thirty (30) days after they have been submitted, and in the event no disapproval is made within thirty (30) days, the plans shall be deemed to be approved.

TEN: No dwelling shall be erected in said subdivision having an exterior finish of asbestos shingles, concrete block or cinder blocks, unless said concrete or cinder blocks shall be stuccoed on the outside. Nor shall any fences be permitted on any lot except those of an ornamental nature, and then only to extend from the rear of a dwelling around the rear of a lot.

ELEVEN: SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

TWELVE: LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

THIRTEEN: GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for 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.

FOURTEEN: Nothing herein contained shall be held to impose any restriction, condition, limit or easement upon any land of the subdivider other than the lots set out and shown on the plat hereinabove referred to.

FIFTEEN: These covenants are to run with the land and shall be binding on all parties and all 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) years unless an instrument signed by a majority of the then owners of the said lots has been recorded, agreeing to change said covenants in whole or in part.

SIXTEEN: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

SEVENTEEN: 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.

EIGHTEEN: These restrictions may be altered, modified, cancelled or changed at any time with the written consent of the majority of the owners of the lots covered by these restrictions.

IN WITNESS WHEREOF, the undersigned have hereunto set their Hands and Seals this 13 day of October, 1969.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

QUAIL ARBOR ESTATES CORP.

Nelma P. Kennedy

By: Everett A. Knight  
President and Secretary

Hazel B. Walker

Everett A. Knight  
EVERETT A. KNIGHT

(Copies  
100)

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON     )

PERSONALLY appeared before me Nelma P. Kennedy

and made oath that she saw the within named Quail Arbor Estates Corp. by its duly authorized officers, and Everett A. Knight sign, seal and as their act and deed, deliver the within instrument, and that she with Hazel B. Walker witnessed the execution thereof.

SWORN to before me this 13  
day of October, 1969.

Nelma P. Kennedy

Hazel B. Walker (SEAL)  
Notary Public for South Carolina

My commission expires January 1, 1971

Recorded Oct. 15<sup>th</sup> 1969. 9 a.m.  
Returned To: Furman, Johnson & Rutledge, Inc.  
P. O. Box 5696  
North Charleston  
S.C.