

2009009314

RESTRICTIVE COVENANTS
RECORDING FEES

\$22.00

PRESENTED & RECORDED:

04-13-2009 02:20 PM

JUDITH WARNER

REGISTER OF DEEDS CONVEYANCE
AIKEN COUNTY, SC

By: MARILYN SEIGLER DEPUTY

BK:RB 4250

PG:1449-1464

STATE OF SOUTH CAROLINA

)

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COUNTY OF AIKEN

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**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE
MOSSY OAK SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by Land Developers, LLC,
hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Land Developers, LLC, is the owner of certain lands located in the City of North
Augusta, Aiken County, South Carolina, which it is developing into a community known as
Mossy Oak Subdivision.

WHEREAS, Declarant wishes to declare certain restrictive covenants affecting the above
described Property.

NOW THEREFORE, the Declarant does hereby declare that the covenants contained herein s

hall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and such additional lands as may be placed from time hereafter under the coverage hereof by express declaration incorporating this Declaration by specific reference. The Declarant reserves in each instance the right to add additional restrictive covenants in respect to land covered hereby, or subject hereto in the future, and/or to limit the application of this Declaration to lands subjected hereto in the future.

ARTICLE 1

DEFINITIONS

The following words and terms, when used in this Declaration or in any amendment hereto or in any supplemental Declaration (unless the context shall clearly indicate otherwise), shall have the following meanings:

- a) "Declaration" shall mean and refer to this Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Mossy Oak Subdivision.
- b) "Intended for Use" shall mean the use intended for various parcels within the Property as shown on the master plan for Mossy Oak Subdivision prepared by the Declarant as the same may be revised from time to time by the Declarant or as indicated on recorded plats or other recorded documents, or the use to which a particular parcel of land is restricted by covenants expressly set forth or incorporated in deeds by which the Declarant has conveyed the Property.
- c) "Lot" shall mean and refer to any subdivided parcel of land located within the Property and shown on a recorded plat on which has been constructed a single residential dwelling or which if unimproved is intended for use as a site for a single residential dwelling.

d) "Owner" shall mean and refer to the owner of any interest in any portion of the Property, members of his family residing within the Property, his personal representatives, heirs, assigns, successors, tenants, guests, invitees and licensees.

e) "Property" shall mean and refer to the land described in Exhibit "A" attached hereto or to any portion thereof and to any land which may in the future be subjected to this Declaration.

f) "Recorded" means all areas shown on the recorded plat which are not lots defined in (e) hereinbefore or are not included in the rights of way for streets as shown on the recorded plat. Specifically included as a common area are the islands and walls shown on the recorded plat at the entrance of the subdivision.

ARTICLE II

RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

1. Single-Family Residential Use. No portion of the Property shall be used for commercial or mercantile purposes. Each lot shall be used for single-family residential purposes, common areas may be used for greenspace. By way of example and without limiting the generality of the foregoing, the following uses of any portion of the property are specifically prohibited: apartment houses, hospitals, infirmaries, boarding houses, stores, offices or hotels. Notwithstanding the above, home offices are allowed subject to the same restrictions applicable to the zoning laws of the City of North Augusta. However, under no circumstances shall day care or personal care services be allowed on any portion of the property.

2. Minimum Size. All requirements relating to the size of any improvement or residence constructed on any lot shall be established by the Architectural Control Committee

established in paragraph "7" hereinafter and the size of any such construction must be approved pursuant to paragraph "8" hereinafter.

3. Sleeping Quarters in Attic, Garage or Outbuilding Prohibited. No attic, shack, garage, barn or detached outbuilding shall be used for sleeping quarters. This provision shall not prohibit the conversion of a garage and attic into sleeping quarters or bonus space if conversion of said space is incorporated as part of the main residential building with approval of the Architectural Control Committee.

4. Altering Lot Boundaries. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to the City of North Augusta, except with the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors and assigns, the right to change the boundary lines or subdivide any lot or lots owned by it in order to create a modified building lot or lots, and to take such other steps as are reasonably necessary to make such re-platted lot or lots suitable and fit as building sites, including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said platted lots. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of this Declaration.

5. Location of Building on Lot. No building of any kind or character shall be erected on a lot nearer the street than the minimum building line as shown on the recorded subdivision plats depicting said lot, nor shall any building of any kind or character be erected

any closer to the side or rear boundary line of any lot than the area reserved for easements as shown on the recorded subdivision plat. If any lot is re-subdivided or enlarged pursuant to the provisions of paragraph "3" of Article II hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the lot as altered or re-subdivided. All boundary lines between corner lots and contiguous lots shall be considered as side boundary lines.

6. Main Dwelling Built First. No building or structure shall be constructed prior to the construction of the main dwelling structure on the lot. The provisions of this Declaration shall not prohibit the Declarant from using a house or other dwelling units constructed on lots as models.

7. Architectural Control Committee. The Architectural Control Committee shall contain one to three members to be appointed by the Declarant. The Declarant may assign its right to appoint members of the Architectural Control Committee. Initial members of the committee shall be Dale Martin and Bert Ellis.

8. Approval of Plans. No building, storage house, cabana, fence, wall, swimming pool, or other structure shall be commenced, erected or maintained, nor shall any addition to, exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location, approximate square footage and the grading and landscaping of the lot shall have been submitted to and approved in writing by the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any such building plans, specifications, site plans, landscaping, or grading plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications, site

plans or grading plans, the Architectural Control Committee shall take into consideration the suitability of the proposed building, the materials out of which it is to be built, the location of the proposed building on the lot, the harmony of the building and its location with the surroundings and the effect of the building as planned, on the outlook from adjacent or neighboring portions of the Property. All fences*, walls, barbecue pits, detached garages, and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main building and out of materials which shall conform to the materials used in such main building. Special exceptions may be granted by the Architectural Control Committee for the construction of accessory buildings, but in no event shall any exception be granted unless the provisions of Article IV, paragraph 3 are met and approved. Building plans and specifications submitted to the Architectural Control Committee shall consist of not less than the following: foundation plans, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications and site plan showing location and orientation of building on the lot, with all setbacks indicated in such detail as may be required by the Architectural Control Committee. Such plans and specifications shall shown the driveway, service court or area, parking and any other buildings, improvements or facilities to be constructed. Neither the main residential building nor accessory buildings may be constructed on any lot without the full and active supervision of an architect or building contractor.

*All fences shall be constructed in the "shadow box" style, no more than 6 feet high with 6 inch dog eared pickets.

9. Preservation of Trees and Vegetation. Single living trees, shrubs, and other vegetation contribute to the aesthetic value of Mossy Oak Subdivision. No tree, shrub or other

vegetation greater than 4" in size may be removed from a lot without the written approval of the Architectural Control Committee. Approval for the removal of trees, shrubs and vegetation located within ten (10) feet of a main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless removal will substantially decrease the beauty of the property. In order to obtain approval for the clearing of a building site, the Owner must stake on the lot the proposed location of the planned improvements for inspection by the Architectural Control Committee.

10. Completion of Construction Within One Year. The exterior of all buildings and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency, or natural calamities.

11. Reconstruction of Damages Structures. Should any dwelling unit or other structure on any portion of the property be destroyed in whole or in part, it must be reconstructed or the debris therefrom must be removed and the property restored to a neat and sightly condition within three (3) months after the date of such destruction.

12. Fences and Hedges. No fence, wall, shrub, bush, tree or other thing, natural or artificial shall be placed, maintained or permitted to remain on any lot or area if the location of such obstructs the vision of the motorists on any adjacent street or lane and thus creates a traffic hazard.

No fence, wall or similar structure shall be constructed or maintained on any lot more than six feet in height or nearer the street boundary line of the lot than the rear line of the

main residential building as extended to the side lot lines unless approved otherwise by the Architectural Control Committee. It is the purpose to make it aesthetically pleasing for all of Mossy Oak.

ARTICLE III

UTILITY AND DRAINAGE EASEMENTS

1. **Reservation of Easement.** The Declarant reserves unto itself a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, community antenna television, and telephone poles, wire, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities as shown on the plat recorded in the Aiken County RMC Office. In the event of the re-subdivision or the altering of any lot under Article II, paragraph 4, hereof, this easement shall apply to the lot as altered or re-subdivided, unless the installation of drainage or utility facilities shall have been completed in accordance with the lot as shown on the initial recorded plat. Where a larger easement is shown on any recorded plat or other recorded document, the larger easement will apply instead of the easement herein reserved. This easement expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The rights herein reserved may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service. Declarant may transfer easements, streets and common areas to the City of North

Augusta.

2. Restoration. Following the installation of any utility apparatus or other improvement on any portion of a lot pursuant to the provisions of this Article, the Declarant shall restore such portion of the lot as nearly as is reasonably possible to its condition immediately prior to such installation.

ARTICLE IV

LAND USE RESTRICTIONS

1. Animals. No animals, livestock, poultry, any kind of farm animals or fowls or bait farms shall be maintained on any lot, less and except written permission of the Architectural Control Committee is given for such animals. Not more than two (2) cats, dogs or similar domestic pets may be kept on any lot except with the written permission of the Architectural Control Committee and said pets must be contained by a fence.

2. Vegetable Gardens. No vegetable garden may be planted on a lot except behind the line of the rear of the main dwelling structure as the same is extended to intersect with the side lot lines.

3. Screened Areas of Unsightly Items. No garbage receptacles, storage buildings, clotheslines, or other unsightly objects may be maintained except in screened areas which conceal them from view from the road and adjacent portions of the Property. Plans for such screened areas delineating the size, design, texture, appearance and location must be approved by the Architectural Control Committee prior to their construction.

4. No Dumping or Rubbish. 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

screened from view as provided in Article IV, paragraph 3 hereof. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his lot which shall tend to substantially decrease the beauty of Mossy Oak Subdivision as a whole or the specific area of his lot. No outside burning of wood, trash, leaves, garbage or other refuse shall be permitted on any lot.

5. Truck, Trailers, Recreational Vehicles, Mobile Homes. No parking of commercial trucks (two tons or over), trailers, recreational vehicles or mobile homes shall be permitted on the streets, lots or other portions of the Property except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the Property. Campers, vans, motorcycles, motorbikes, motor homes, travel trailers, trucks two tons or over, or boats and boat trailers under twenty-five (25) feet in length may be kept on a lot if parked in a closed garage at all times. Special exceptions to this restriction may be granted an Owner provided prior written permission from the adjoining Owners and the Architectural Control Committee is obtained and such campers, motorcycles, motorbikes, motor homes, travel trailers, trucks two tons or over, boats and boat trailers are parked in the rear yard so that they are not visible from the street in compliance with the zoning ordinance of the City of North Augusta.

6. Hobbies & Use of Front Yard. The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any lot. The front yard is to remain clean at all times and acceptable landscaping to be maintained in the same condition as when the lot is purchased from the Declarant.

7. Driveways and Walkways. No breaks shall be made in any curb or gutter on or adjacent to the right-of-way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a lot unless the apron of such driveway or walk shall be constructed of a permanent paving material such as concrete or asphalt, which is compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created.

8. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to Mossy Oak Subdivision or any portion of the Property. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other portions of Mossy Oak Subdivision.

9. Signs and Mailboxes. No signs shall be erected or maintained on any portion of the Property by anyone including, but not limited to, an Owner, a realtor, a contractor or subcontractor, except with the written permission of the Declarant or except as may be required by legal proceedings. If such permission is granted, the Declarant reserves the right to restrict size, color and content of such signs. Likewise, one sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structures is permissible and only one usual "for sale" realtor sign may be erected during the construction/new home sales period without the permission of the Declarant. The mailbox and its stand as well as any property identification signs for each may not be erected unless they have received the prior written approval of the Architectural Control Committee. Future "for sale"

sign design must be approved in writing by the Architectural Control Committee.

10. Window Treatment. All windows of each home facing any road shall have acceptable drapery or window treatment in the windows. However, under no circumstances, window treatments and drapery shall not include sheets, towels or any other unaesthetic covering of a window.

11. No Interference with Streams. No property owner shall obstruct, alter or interfere with the flow or natural course of the waters of any water detention facility, creek, stream, lake or pond in Mossy Oak Subdivision without obtaining the written consent of the Architectural Control Committee.

ARTICLE V

ADDITIONAL COVENANTS

1. Term of Declaration. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Declarant and persons claiming under them, specifically including, but not limited to their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration, after which time all said covenants shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. There shall be no renewal or extension of the term of this Declaration, if, prior to the expiration of the initial twenty (20) year period or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by a majority of the then Owners of the Property has been recorded,

agreeing to terminate this Declaration upon the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.

2. Enforcement. In the event of a violation or breach of any of the restrictions contained herein by any Owner or agent of such Owner, the Owners of the Property, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent their violation or breach in any event. In addition to the foregoing, the Declarant shall have the right, whenever there shall have been built on any portion of the Property any structure in violation of these restrictions, to enter upon such Property where such violation exists and summarily abate or remove the same at the expense of the Owner, if after thirty (30) days written notice of such violation, it shall not have been removed by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of, or a bar to, such right to enforce. In the event the Declarant takes legal action to enforce the provisions of these covenants, and should the Declarant prevail in such action, Owner shall pay all costs of the legal action of the Declarant, including reasonable attorney's fees.

3. Addition to Other Land. The Declarant reserves in each instance the right to add additional restrictive covenants in respect to lands subjected in the future to this Declaration or to limit the application of this Declaration to lands subjected to it in the future.

4. No Liability. Neither the Declarant, nor any appointee to the Architectural

Control Committee shall be liable to an Owner or to any other person on account of any claim, liability, damage or expenses suffered or incurred by, or threatened against, an Owner or such other person arising out of, or in any way relating to, the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Control Committee, whether given, granted or withheld.

5. Assignment of Declarant's Rights. The Declarant reserves the right to assign in whole or in part to a successor in title, its rights reserved in these covenants which include, but are not limited to, its right to appoint members of the Architectural Control Committee to establish rules and regulations, and all other rights reserved herein by the Declarant. Following the assignment of such rights, the assignee shall assume all of the Declarant's obligations which are incident thereto, if any, and the Declarant shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Declarant to an assignee shall be made by written instrument which shall be recorded in the Office of the RMC of Aiken County, South Carolina.

6. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

7. Amendments. Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion without the consent of any other Owners, for so long as

Declarant owns any part of the Property. In all other instances, the procedure for amendment shall be as follows: all proposed amendments shall be submitted to a vote of the Owners at a duly called meeting of Owners and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be give to each Owner at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the Owners shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be prior to the date on which such addendum is recorded in the Office of the RMC of Aiken County, South Carolina), the date of the meeting of the Owners at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Owners of the subdivision, the total number of votes required to constitute a quorum at a meeting of the Owners, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Office of the RMC of Aiken County, South Carolina. Notwithstanding any provision herein to the contrary, this declaration shall not be amended without the express written consent of Declarant until Declarant's has sold all lots and assigned his rights.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed and its seal affixed this 3rd day of March, 2009.

Witnesses:

Rae

Melissa H. Roelma

Land Developers, LLC

By:

Dale Martin
Member/Manager

By:

Bert Ellis
Member/Manager

STATE OF SOUTH CAROLINA

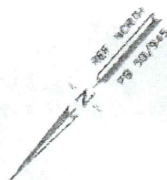
COUNTY OF AIKEN

The foregoing instrument was acknowledged before me this date by Bert Ellis and Dale Martin as Member/Managers of Land Developers, LLC.

SWORN to before me this 3rd day of March, 2009.

Rae

Notary Public for South Carolina
My Commission Expires: 5-23-13



1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1801. It is a formal address, and it begins with the words "I have the honor to acknowledge the receipt of your letter of the 28th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration."

RECEIVED
JUN 11 1964
FBI - NEW YORK

CITY ENGINEER'S CERTIFICATION

Frank C. Jones
FOR THE AUGUSTIN INSTR. ENGINEER

ENGINEER'S CERTIFICATION

OWNER'S CERTIFICATION

[illegible]

REFERENCES

08 4773/628

33 4046/65

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PG 140/485

PLATE 97 - MUSEUM OF THE CITY OF NEW YORK

DATE 12/21/17

BY J. H. NICHOLS

(continued)

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LINE 1

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LINE TABLE	
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STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

AMENDMENT TO COVENANTS & RESTRICTIONS OF
MOSSY OAK SUBDIVISION

WHEREAS, the Covenants, Easements and Restrictions of Mossy Oak Subdivision are recorded in the Aiken County RMC Office in Record Book 4250 at page 1449 and

WHEREAS, the Developer owns the majority of lots in the subdivision and pursuant to Article V, Paragraph 7 is desirous of making minor amendments to the covenants:

NOW, THEREFORE, the undersigned does hereby amend and modify the aforesaid protective covenants as follows:

1. Article II Paragraph 7 Architectural Control Committee.

The last sentence of the paragraph is deleted and replaced with the following:

Members of the architectural control committee shall be Dale Martin and Rick Busby. Members shall serve at the pleasure of the Developer until the right of appointment is assigned by the Developer.

2. Article II Paragraph 8 Approval of Plans.

The last sentence of the paragraph is deleted and replaced with the following:

All wooden fences shall be "Shadowbox or "Stockade" style not to exceed 6 feet in height using 6 inch dog eared pickets. A Stockade fence shall have three stringers, top, middle and bottom. All fences must be properly maintained. If in the opinion of the Architectural Control Committee, a fence is in disrepair, the owner upon receipt of written notice, shall repair same at his own expense. If repair is not made within 30 days of written notice, the provisions of Article V Paragraph 2 shall apply.

3. Article IV Paragraph 6 Hobbies & Use of Front Yard


The last sentence of the paragraph is deleted and replaced with the following:


The front yard is to remain clean at all times and acceptable landscaping is to be maintained in similar amount and style not less than such that existed at the time the home was originally purchased.

In all other respects said covenants shall remain the same and in full force and effect subject to the amendments made herein.

In witness whereof the undersigned have executed this agreement this 3rd day of January, 2012.

Witness:





Land Developers, LLC

By: 

As its: Member/Manager



State of South Carolina

Acknowledgment

County of Aiken

Personally before me the undersigned notary, appeared, Dale Martin who acknowledged that he executed the foregoing amendment to restrictive covenants on behalf of Land Developers, LLC.

Sworn to before me this 3rd
day of January, 2012.



Notary Public for S.C.
Expires: 5-23-2013

2012000634

AMENDED COVENANTS

RECORDING FEES \$10.00

PRESENTED & RECORDED

01-10-2012 12:40 PM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: JULIE STUTTS DEPUTY RMC

BK: RB 4387

PG: 2357 - 2358

