

B111 401

STATE OF SOUTH CAROLINA)

RESTRICTIONS

COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS that Griffith-Knapp, A Partnership hereby covenants with all persons, including their heirs and assigns, who shall hereafter purchase LOTS 39,40,41,42,43,44,45,46,47,48,49,50,51,52, and 53, Block A, and LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17, 18,19,20,21, 22,23,24,25,26,27,28,29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46, 47,48,49,50,51,52,53,54,55, and 56, Block E of the subdivision known as "PARKSHIRE SUBDIVISION, SECTION 111," and delineated on a plat of same made by Sigma Engineers, Inc. dated **Nov. 9, 1976** and recorded **Dec. 2, 1976** in ~~Plat Book~~ **AB** Page **147** in the R.M.C. Office for Charleston County, South Carolina.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 31st day of October, 1983; and, thereafter, said covenants shall automatically renew for successive 10-year periods unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part; PROVIDED, that in the case of ownership of more than one lot, said owner of these lots will have one (1) vote for each lot owned.

~~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 persons owning real property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent such violation or to recover damages or other dues therefore.~~

3. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

4. All lots delineated on said plat and referred to herein shall be residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not exceeding two and one-half stories in height, a private garage for not more than three cars, and other buildings incidental to residential use. No rental units shall be erected or maintained in, over, or alongside the other building.

5. All buildings shall be located on lots in accordance with the zoning ordinance of the City of Charleston.

6. No noxious or offensive trade or activity shall be carried upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors.

7. No trailer, basement, tent, garage, or other structure erected or placed on any lot shall be used at any time as a residence, temporarily, or permanently. No building shall be occupied or made use of on any lot unless absolutely completed, nor shall it be occupied as living quarters while the dwelling house is under construction or prior thereto.

8. (A) No hedge over thirty (30") inches high shall be erected:

(i) With respect to a corner lot, on any part of the area between the front building line and both streets, or on any part of the lot within twenty (20') feet of either street;

(ii) With respect to any other lot, between the front building line and the street.

(B) No fence, coping or wall shall be erected:

(i) In areas described in (A)(i) and (ii) above;

(ii) In areas not covered by (A)(i) and (ii) above, the height of any fence shall not be over five (5') feet.

9. The same materials utilized for the exterior and roof of any residence shall also be used for the garage or other structures on the premises.

10. No dwelling shall be permitted on any lot containing less than the minimum number of square feet as listed in the following schedule:

BLOCK A, LOTS 39 through 51 - One Thousand Six Hundred (1,600) Square Feet

BLOCK A, LOTS 52 and 53 - One Thousand Eight Hundred (1,800) Square Feet

BLOCK E, LOTS 1 through 30 - One Thousand Six Hundred (1,600) Square Feet

BLOCK E, LOTS 31 through 39 - One Thousand Eight Hundred (1,800) Square Feet

BLOCK E, LOTS 40 through 56 - Two Thousand (2,000) Square Feet.

The minimum number of square feet shall be defined as overall living space; the term "overall living space" to be construed in the common usage of measurement from outside wall to outside wall.

11. No livestock or poultry shall be allowed on the lots. No stagnant water, refuse, stale garbage, abandoned automobiles, excessive parking of automobiles, trucks or other equipment, or any other unsanitary condition conducive to the breeding of mosquitoes, flies, or that may be otherwise prejudicial to public health, shall be maintained or permitted.

12. No sign boards shall be displayed except "For Rent" and "For Sale", which signs shall not exceed 2 X 3 feet in size. No more than two signs shall be displayed on one lot at the same time.

13. The subdivider is bound by no representations touching or affecting the property which are not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, condition, limitation or easement upon any land of the subdivider other than the lots laid out and shown on plat hereinabove referred to.

14. Nothing contained herein shall be construed as granting to a purchaser of any of the lots of said plat any right, title or interest in the subdivider in the remaining portion of the "Salt Marsh" for any purpose including that of being designated as contiguous, adjacent or adjoining property owner, which right is specifically reserved by the subdivider.

15. All lots shall be kept clean, cut and free of debris prior to construction of a residence and/or during the construction of a residence.

16. Easements for the installation and maintenance of utilities and drainage facilities are reserved over the rear six (6') feet of each lot and for a width of four (4') feet on each side of each side lot line. This easement may be conveyed by the subdivider or rights granted therein for the use of public utilities.

17. No person shall spend more than one (1) year in the construction of any house.

18. All papers and instruments required to be filed with or submitted to the subdivider shall be delivered personally or sent by Registered Mail to GRIFFITH-KNAPP, A PARTNERSHIP, at its office at 960 Morrison Drive, Charleston, S.C. 29403.

19. Each resident will be assessed a proportional monthly charge for street lighting service, as prescribed by the South Carolina Public Service Commission.

20. The subdivider reserves the right to amend these Restrictions to conform with any rules or regulations of any Federal or State agency having jurisdiction over the sale of real property.

IN WITNESS WHEREOF, GRIFFITH-KNAPP, A PARTNERSHIP, has caused these presents to be executed in its name by Joseph P. Griffith and Michael J.

Knapp, its partners, this 6 day of December, 1976.

IN THE PRESENCE OF:

Francis P. Miller
J. Sidney Bond

GRIFFITH-KNAPP, A PARTNERSHIP

BY: Joseph P. Griffith
JOSEPH P. GRIFFITH, PARTNER

BY: Michael J. Knapp
MICHAEL J. KNAPP, PARTNER

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COUNTY OF CHARLESTON)

PERSONALLY APPEARED before me Francis R. Miller who, on oath, deposes and says that (s)he saw the within-named GRIFFITH-KNAPP, A PARTNERSHIP, by Joseph P. Griffith, Partner, and by Michael J. Knapp, Partner, sign, seal, and as it act and deed, deliver the within-written Restrictions, and that (s)he, with J. Sidney Boone, Jr., witnessed the due execution thereof.

Francis R. Miller

SWORN to before me this
9 day of September, 1976

J. Sid Boone (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 09/30/1983

HOLLINGS & HAWKINS

B111 401

Filed, Indexed and Recorded

2000 1976 5-20
DATE TIME

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William H. Hollings

Register Mesne Conveyance
Charleston County, S. C.