

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

**INSTRUMENT OF PROTECTIVE COVENANTS
HOUNDSLAKE NORTH, SECTION XV**

WHEREAS, Houndslake Corporation, the owner in fee simple of a Subdivision known as Section XV, Houndslake North, as shown on a plat of same made by Cantelou Associates, Consulting Engineers, Surveyors, Planners, dated November 4, 1987, and recorded in Plat Book 20, Page 46,47,48,49, records of Aiken County, has elected to and hereby imposes upon said lots certain restrictions and protective covenants as follows:

All 84 lots in Section XV, Blocks C, D, E, F, G, and H, Houndslake North, are designated as residential lots and no structure shall be erected on said lots other than one detached single family residence and appropriate outbuildings. No commercial activity shall be conducted. on said lots.

1. Each dwelling must be constructed to meet or exceed the minimum square footage of heated floor space indicated below.

BLOCK NUMBER	LOT NUMBER	SQUARE FOOTAGE MINIMUM
C	Lots 1 through 14	1800 square feet
	Lots 15 and 16	1600 square feet
D	Lots 1 through 6	1800 square feet
E	Lots 1 through 15	1800 square feet
F	Lots 1, 2, 3 and 4	1800 square feet
G	Lots 10, 11, 12, 17, 18, 19, 22, 23, 24, 25, 28, 29, 30, 33, and 34	1800 square FEET
	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 13, 14, 15, 16, 20, 21, 26, 27, 31, and 32	2000 square feet
H	Lots 1 through 9	1800are feet

2. No building shall be located on said lot nearer to street than as shown on the above referenced plat, except Lots 15 and 16, Block C, which shall be 25 feet. No building shall be located on said lot nearer than 10 feet from any side lot line.

3. No lot shall be resubdivided or rearranged which shall increase the number of lots in the subdivision.

4. No tent, shack, mobile home, camper, travel trailer, or basement shall be used at any time as a temporary or permanent residence. Travel trailers, recreational vehicles and boats may be stored or parked on said lots only when out of general view and effectively screened from the street and golf course. No school buses, commercial vehicles, or non-operating cars or trucks shall be parked or stored on said lots except in the carport, garage or to the rear of the residence, out of general view of the street and golf course.

5. All house plans, additions to buildings, outbuildings, fences, walls and swimming pools must be approved in writing by Hounds lake Corporation or a committee duly appointed by Houndslake Corporation. It is the responsibility of the property owner to retain possession of a copy of the approval signature.

Before construction may commence on any lot, the lot owner or builder shall submit the following to the Architectural Control Committee:

1. A complete set of house plans and specifications.
2. A Plot Plan.
3. Description or sample of all exterior materials (i.e. brick, siding, or stone, as well as roof shingle selection) and paint or stain colors of any and all exterior materials.

6. The Architectural Control Committee will be allowed up to one week to review Items 1., 2., and 3. as referred to above. Negotiation or discussion of any questionable items may result in further review time. The first committee shall be the Vice-President of Houndslake Corporation or his (her) designee who shall serve until his (her) successors are selected. His (her) successors shall be comprised of three persons appointed by the first committee. Their successors shall be elected by the owners of a majority of the 84 lots in Section XV, Houndslake North. The ownership of said lot shall vest the owner (s) with a right to cast one ballot.

7. Owners of each lot are responsible for instructing contractors to make every effort to keep trash, scraps and construction debris to a bare minimum and to protect, as far as possible, trees, plants and other ground cover to prevent erosion. Each owner and his (her) building contractor is responsible for protecting the golf course and any neighboring property from sediment build-up and erosion due to his (her) own construction. Hay bales and/or a silt fence should be provided by the owner/contractor where needed.

8. During construction a receptacle should be available on site for this purpose and emptied when needed to avoid a nuisance to surrounding properties.

9. No fences shall be erected along the property lines on the front one-third portion of any lot, except of ornamental design and not exceeding three and one-half feet in height. Any proposed fence must be approved in writing by the Architectural Control Committee prior to erection. No chain link or cyclone fence shall be permitted.

10. All driveways between the street and garage and/or dwelling shall be paved with asphalt, brick or concrete, unless otherwise approved by the Architectural Control Committee.

11. No antennas or satellite dishes may be installed or maintained unless the type, installation and location upon the lot of said antenna or satellite dish shall be approved in writing by the Architectural Control Committee. Approval for satellite dishes will only be granted when they are out of general view.

12. Easements for streets, drainage, sewage and other public utilities are established and dedicated for such uses and purposes as shown on the above referenced plat.

13. Electric, gas, telephone and cable television lines installed on each lot should be located by the utility prior to digging plumbing, irrigation lines, holes for fence posts, etc.

14. No garbage or domestic trash shall be disposed of by burning or burying on said lot or adjacent property.

15. Clotheslines or any other display of clothing or other items for drying purposes shall not be permitted on said lot unless they are adequately fenced or screened from view of the street, other neighboring lots, and the golf course.

16. Lot owners or their agents shall maintain their lot in a clean, orderly manner. Maintenance of lots includes control of weeds, and other high growth, removal of dead and fallen trees.

17. This tract of land containing the aforementioned 84 lots is adjacent to two other sections of lots in Section XV, Houndslake North, namely a patio lot section comprised of 45 lots and a section of 16 large equestrian lots. Horses will be permitted in the equestrian lot section. Each of these two sections will have a different set of protective covenants.

These covenants shall run with the land and shall be binding on all parties residing or owning said lot, until 2025, at which time the covenants will be automatically extended for successive ten year periods unless by vote of a majority of the then owners of lots in Section XV, Houndslake North, they agree to change these covenants in whole or in part.

Should any owners, their heirs, executors, administrators or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property in Section XV, Houndslake North, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant(s). Provided, however, that no violation shall affect the validity or any mortgage lien of record prior to such violation.

Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

Dated this 1st day of December 1987.

For original signed documents visit Aiken County RMC