

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

**INSTRUMENT OF PROTECTIVE COVENANTS
HOUNDSLAKE, SECTION IX**

WHEREAS, Houndslake Corporation, owner in fee simple of a subdivision known as Houndslake, Section IX; as shown upon plat made in April 1978 by Ayer, Barker, Graham & Associates, Inc., Consulting Engineers and Land Surveyors, recorded in Plat Book 10, at page 150, records of Aiken County, comprising 43 lots situate in the southwestern section of the City of Aiken, Aiken County, South Carolina, has elected to dedicate the streets and easements as shown on the plat and to impose upon the lots certain restrictive and protective covenants, as follows:

1. All of the 43 lots in Houndslake, Section IX are designated as residential lots and no structure shall be erected on any lot other than one detached single family residence, and appropriate outbuildings. No commercial activity shall be conducted on any of the lots.
2. No dwelling shall be constructed on the lots shown on said plat which shall contain less than 2,000 square feet of heated floor space, except Lots 30, 31, 32, 33, 34, 35, 36, 37, 38 and 39 which shall contain not less than 1800 square feet of heated floor space.
3. No building shall be located on any lot nearer than 35 feet from any street, except as shown on the above referred to plat, and no building shall be located nearer than 10 feet from any side lot line.
4. No lot shall be resubdivided or rearranged which shall (a) increase the number of lots in the subdivision, or (b) reduce the frontage of any lot to less than 125 feet, except Lots 15, 18, 19, 23, 25, 26, 27, 29, 31 and 32 as shown on the plat which shall not be reduced.
5. No tent, shack, mobile home, camper, travel trailer or basement shall be used at any time as a temporary or permanent residence. Travel trailers and boats may be stored or parked on any lot only when out of general view and effectively screened from the street and from the golf course. No commercial vehicles shall be parked or stored on any lot except in the carport, garage or to the rear of the residence, out of general view.
6. Easements for streets, drainage, sewerage and other public utilities are established and dedicated for such uses and purposes as shown on the plat. In addition thereto, utility easements for electricity, telephone and cable TV, 5 feet wide, just inside and adjacent to the side lot lines, are established and dedicated for use when necessary to provide adequate service to lots in the subdivision.
7. No garbage or domestic trash shall be disposed of by burning or burying on any lot within this subdivision or adjacent property.
8. All driveways between the street and garage and/or dwelling shall be paved with asphalt, brick or concrete.
9. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which may constitute an annoyance or nuisance to the neighborhood.
10. 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 fence erected on the back portion of a lot must be approved by the Architectural Control Committee prior to erection.

11. All plans and specifications for buildings, fences and/or walls, to be erected upon said lots, shall be approved by an Architectural Control Committee. The first committee shall be the President of Houndslake Corporation or his designee who shall serve until his successors are selected. His successors shall comprise three persons selected by the owners of a majority of the lots in the subdivision. The ownership of each lot shall vest the owner(s) with a right to cast one ballot. A copy of all plans and specifications shall be furnished to and approved by the Architectural Control Committee before any construction is commenced.

12. These covenants shall run with the land and shall be binding on all parties residing or owning lots in the subdivision, until January 1, 2018, 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 they agree to change the covenants in whole or in part.

13. 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 situate in said development or subdivision 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 of any mortgage lien of record prior to such violation.

14. 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 11th day of August, 1978.

For original signed documents visit Aiken County RMC