

Instrument 2024-3459 Book Volume OR 174 Page 785

Filed for Record in CHEROKEE COUNTY, SC CHRIS PARKER, REGISTER OF DEEDS 07/15/2024 03:12:03 PM RESTRICTION \$ 25.00 Bk OR Vol 174 Page 785 - 790

STATE OF SOUTH CAROLINA)
COUNTY OF CHEROKEE)

PROTECTIVE COVENANTS FOR LOTS 1-9 OAK RIDGE ROAD

THIS DECLARATION OF PROTECTIVE COVENANTS, MADE, PUBLISHED, AND DECLARED on the date last written hereinafter is applicable to the subdivision of lands being identified as Lots 1-9 Oak Ridge Road and set forth on plat recorded in the Cherokee County Register of Deeds Office in Volume pg 174 784

WITNESSETH

THAT, WHEREAS, Anthony/Rodney Homes, LLC, is the owner and developer, hereinafter referred to as the Developer, of a subdivision of lots of all of those certain lots, tracts, or parcels of land situated, lying and being in Cherokee County, South Carolina and being shown on a plat recorded in Volume pg , of the Cherokee County Register of Deeds Office.

WHEREAS, it is in the interest, benefit and advantage of the Developer and to each and every person who shall hereafter purchase any lot in said subdivision that land use restrictions, protective covenants, and building standards governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, in consideration of mutual advantages deriving therefrom; the Developer, does hereby bind itself, its successors, heirs and/or assigns and covenants and agrees as follows:

- 1. LAND USE AND BUILDING TYPE: - No lot shall be used except for residential purposes only and exclusively. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling for residential purposes not to exceed two and one-half stories in height and a private garage for a minimum of two and not more than four cars, which must be attached to the family dwelling, with doors. No modular or pre-fabricated homes shall be permitted.
2. LOT AREA - No lot shall be subdivided if such subdivision would result in any building lot being reduced in size or for the purpose of building an additional residence.
3. ANIMALS - No dogs of the breed of Akita, Chow, Doberman, Pit Bull, German Shepherd or Rottweiler shall be allowed. Otherwise, no more than two (2) household pets may be kept on the individual properties in the subdivision, provided they are not bred or maintained in such number or in such manner so that such shall constitute an annoyance or nuisance to the neighborhood or shall in any way be detrimental or injurious to the health of the neighborhood, the property of others or destructive to wildlife. No vicious dog (or vicious animal of any kind) may be kept on the property. No dogs may be kept on chains or maintained on chain attached to a stake, however, this provision does not prohibit the walking of dogs on leashes. No dog kennels are permitted in the subdivision. Lots 8 & 9 exempt from 2 pet limit provided animals do not create a nuisance.

4. **NUISANCES** – Property owners shall be required to keep shrubbery or hedges trimmed in accordance with these restrictions so that air circulation and/or views from surrounding property will not be adversely affected. Further, all owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive, and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an embarrassment, discomfort, annoyance, or nuisance to the neighborhood. This shall include, but is not limited to, excessive noise from household pets such as dogs that can be heard outside the dwelling. There shall not be allowed any activities which in any way would be dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by owners thereof. No lot shall be used for schools, kindergartens, churches, or daycares.
5. **TEMPORARY STRUCTURES** – No structure of a temporary character, mobile home, trailer, doublewide, modular home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. This shall not apply to a shelter used by a contractor during the construction of the house and shelter must be removed upon completion of the house.
6. **SIGNS** – No sign of any kind shall be displayed to the public view of any lot except one professionally designed sign of not more than two square feet, with the name and address of the owner, or one sign of not more than six square feet advertising the property for rent or for sale. However, during the initial construction and sales period, other signs may be used.
7. **OIL AND MINERAL MINING OPERATIONS** – No drilling, oil development operations, oil refining, quarrying or mining operations or any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected maintained or permitted upon any lot.
8. **LIVESTOCK AND POULTRY** – No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. All pets shall be kept in approved fences areas or on leashes and each owner shall be responsible for the prompt disposal of all excrement or debris of any kind resulting from any pet(s) owned or maintained by such owner on his property. No permitted animal shall be allowed to make an unreasonable amount of noise or become a nuisance to the community. Lots 8 & 9 will be allowed to have laying hens & horse/horses. No roosters permitted.
9. **UNSIGHTLY MATERIALS AND YARDS** – No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in tightly closed containers in the rear yard or in the garage. These containers must be uniform in size, 90 gallons, and must have wheels. No incinerators shall be permitted. No

junk, wrecked or inoperable vehicle or similar unsightly material may be placed on any lot or street, whether temporarily or permanently. Owners of vacant and occupied lots must keep their lots mowed. Gym or swing sets shall not be permitted any nearer the street than the rear corner of the dwelling.

10. TRAILERS, TRUCKS, SCHOOL BUSES, BOAT TRAILERS, HELICOPTERS – No house trailer, mobile home, school buses, helicopters, boats or other commercial vehicles shall be kept, stored, or parked overnight on any street or any lot except in closed garages. One utility or enclosed trailer not to exceed 16' in length and one boat on a trailer not to exceed 25' is acceptable. All boats/trailers/ must be parked to the rear of the house. No overnight parking is permitted on any street by any type of motor vehicle. All vehicles not garaged shall carry a current license plate as issued by the State Highway Department or other authorized agency. All equipment such as lawnmowers, etc. shall be housed to keep them from view of neighboring lots and streets. Lots 8 and 9 will be permitted to park an RV not to exceed 45' in the rear yard. Lots 8 & 9 excluded from 1 trailer limit. RV/Travel Trailer cannot be lived on site either temporarily or permanently.
11. SEWAGE DISPOSAL – No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the South Carolina Department of Health and Environmental Control. Approval of such systems as installed shall be obtained from such authority.
12. SIGHT DISTANCE AT INTERSECTIONS – No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points twenty-five feet from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
13. FENCES AND WALLS –Fences and walls may be built up to six feet in height.
14. TV AND RADIO ANTENNAS – No radio towers or other elevated communications towers other than normal TV and Radio antennas are permitted. TV and Radio antennas must be attached to the roof by singular tubular rods and must not project more than 10 feet above the roofline. No lot shall be permitted to have a satellite dish greater than 18" in diameter. In no event shall free-standing transmission or receiving towers be permitted. No antenna, satellite, tower or other type of device utilized for TV, Radio, Computer or other type of communication transmissions shall be permitted in the front yard, attached to the front or either side of the structure, nor shall such be visible from the front of the structure.
15. SWIMMING POOLS – Swimming pools are permitted only in the rear yards and must comply with local ordinances.

16. **ACCESSORY BUILDINGS** – One accessory building may be constructed on each lot. The building design shall be in keeping with the character of the subdivision. The building shall not exceed one story in height and shall not exceed a size of 800 feet. Attached lean to with concrete to side or rear of building are permitted. Such building must be located in the rear of the property and shall not be used for business purposes. Such building shall not be built prior to the construction of the main building. Such building will be maintained properly and shall have conformity with the external design of the house. This section does not prohibit bonus rooms being constructed above a private garage, provided such construction complies with the terms of these covenants. Premanufactured buildings may be brought on site, provided they match the exterior of the main dwelling and these buildings shall not exceed 400 square feet and they shall be professionally installed and underpinned. Accessory building minimum setback lines are 10' side setback and 10' rear setback. Lots 8 & 9 are excluded from above. Accessory building(s) on lots 8 & 9 will not be constructed within 100' of the rear property lines of the lots facing Oak Ridge Road lots 1-7.
17. **LANDSCAPING AND DRIVEWAYS** – All disturbed areas within the Right of Way will be grassed or sodded by each lot owner to control and prevent erosion. All driveways must be paved with either concrete or asphalt. Lots 8 & 9 are excluded from paved driveway requirement, driveway must be maintained in operable condition.
18. **BUSINESS PROHIBITED** – No structure at any time situated on the property within this subdivision shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no bill board or advertising signs of any kind shall be erected or displayed thereon, except such signs as are hereinafter permitted, and except the Developer shall be permitted to use a home as an office and model home for the subdivision for an indefinite period of time on any lot Developer selects. No part of any structure thereon shall be used for the purposes of renting rooms therein or as a boarding house, motel, hotel, tourist, or motor court or for transient accommodations. No duplex residence, garage apartment or apartment house shall be erected or permitted to remain on any numbered lot in the subdivision, and no structure at any time thereon shall be converted into a duplex residence, garage or apartment house.
19. **WINDOW AIR CONDITIONING UNITS** – No window air conditioning unit shall be installed on any side of any building which faces a street.
20. **SOLAR PANELS/SOLAR SYSTEMS** – No solar panels nor solar systems attached or detached shall be permitted on any structures or the property whatsoever on the side of the property facing the road right-of-way. Solar panels and/or solar systems installed on the structure(s) shall conform in color to the existing roof of the structure.
21. **UTILITY FACILITIES** – Developer reserves the right to approve the necessary construction, installation, and maintenance of utility facilities, including, but not limited to, water, power, internet, and telephone within the proposed area, which may be in variance with these restrictions.

22. TERM – These covenants are to run with the land and shall be binding on all parties and all person claiming under them for a period of thirty years from the date these covenants are recorded in the office of the Cherokee County Register of Deeds, after which time said covenants shall be automatically extended for a successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
23. ENFORCEMENT – Each owner shall comply strictly with these covenants, all amendments made from time to time in accordance with the terms herein, and with all covenants, conditions and restrictions set forth herein and those that may be included in the deed or other instrument of conveyance of his Lot, if any. Should any aggrieved party employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys fees, shall be paid by the violating property Owner. Inasmuch as the enforcement of the provisions herein are essential for the effectuation of the general plan of development contemplated hereby for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recover of damages, and any aggrieved party, in addition to all other remedies allowed by law, may require and shall be entitled to the remedy of injunction to restrain any such violations or breach of any threatened violation or breach. No delay, failure, or omission on the part of any aggrieved party in exercising any right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, shall bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against aggrieved party for or on account of any failure to bring any action on account of any violation or breach of these covenants, however long continued.
24. AMENDMENT – The Developer and or his heirs and assigns herein reserves the right to modify, change or cancel any or all of these Protective Covenants as it, in its sole discretion and judgment may deem necessary for future use and development of the land. Lots 8 & 9 are excluded.
25. SEVERABILITY – Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Instrument 2024-3459 Book Volume OR 174 Page 790

{Signatures to follow}

IN WITNESS WHEREOF, the undersigned being the owner of lots 1-9 Oak Ridge Rd as set forth hereinabove have hereunto set its hands and seal this 15 day of July, 2024.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ANTHONY/RODNEY HOMES, LLC

June Parks
Witness
Brad L Wilkins
Witness

By: Anthony R. Vavrick
Its: Member

STATE OF SOUTH CAROLINA)
COUNTY OF CHEROKEE)

PROBATE

PERSONALLY appeared before me the undersigned witness who on oath and after being duly sworn says that (s)he saw the within named Anthony R. Vavrick sign, seal and as its act and deed deliver the within Protective Covenants for lots 1-9 Oak Ridge Road and that (s)he with other witnesses there subscribing witnessed the execution thereof.

June Parks

SWORN to before me this 15th day of July, 2024.

Brad L Wilkins
Notary Public for South Carolina
Printed Name: Brad L Wilkins
My Commission Expires: 9/4/2030

