

Protective Covenants of Powell Rd TMS:
01-1006-004-00-00 (Tracts 1, 2, & 3)

1. The use of each lot is for residential and agricultural purposes only. No commercial business is to be conducted on the lots.
2. No lots may be further subdivided without the developer's written consent.
3. No more than 2 single family residences are allowed per lot.
4. Any manufactured home which is placed on any lot shall be underpinned and tied down within two (2) months from such time as manufactured home is placed on the property.
5. Any manufactured home which shall be placed on any lot shall not be more than ten (10) years old. Any manufactured home shall have a minimum of nine hundred sixty (960) square feet of heated spaced.
6. No structure of temporary character or mobile home, tent, shack, or travel trailer shall be used as a residence temporarily or permanently.
7. No buildings shall be located nearer than fifteen (15) feet to the side lot lines, nor thirty-five (35) feet from the easement line.
8. No unlicensed, inoperative vehicle may be kept on any lot for more than seven days unless stored in an enclosed garage or storage building. No more than five (5) total motor vehicles may be kept on any lot at a given time.
9. No part of the Property may ever be used or maintained as a dumping ground or for storage, temporary or otherwise, of junked, disabled automobiles, trucks or other vehicles, machinery, equipment, used lumber or other used material, giving an unsightly appearance and all of the property must be maintained by the owner of the Property.
10. No birds, fowl or poultry shall be raised for commercial purposed or for commercial egg production on the Property, or any part thereof. Hogs or pigs shall be prohibited on the Property, or any part thereof.
11. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the other owners of lots within the subdivision.
12. Owner reserves the right to impose additional restrictions on any unsold lots or acres by declaration or by including such restrictions in the deed to such lot or lots; such restrictions shall be in addition to these Covenants, Conditions, and Restrictions.
13. The covenants and restrictions of this Declaration shall run with and bind the land, and inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective heirs, legal representatives successors and assigns, for a term of ten (10) years from the date of this Declaration is filed for record in the Office of the Clerk of Court for Orangeburg County, after which time said covenants and restrictions shall be automatically extended for a successive periods of ten (10) years, unless an instrument signed by the then record owners of a majority of the lots affected hereby has been recorded, agreeing to change said covenants and restrictions in whole or it part.

Buyer

Buyer