

## Covenants and Restrictions Jim Smith Rd Property

*Deed book 2336/273 Date: 4/30/1996*

1. No mobile homes will be permitted on the land either temporarily or permanently.
2. There will be no landfill, trash dump, hazardous waste dump, or sewage plant or dump on the properties hereby restricted.
3. There shall be no prison or other behavior modification institution located on any of the parcels hereby restricted.

*Deed book 2451/01 Date: 9/26/1996*

**DWELLING COST, QUALITY AND SIZE:** This property shall not be subdivided and shall be used for residential purposes only, limited to one detached, single-family dwelling of at least one thousand four hundred (1,400) square feet of heated living area, with accommodations for at least two cars, said garage or carport, attached or unattached, to have at least four hundred (400) square feet of area; further provided, however, if the dwelling to be erected on said lot of subdivision has at least one thousand six hundred (1,600) square feet of heated living area, then the garage or carport may be omitted. If garage or carport is omitted under this provision, but is later erected, the plans therefore must be in conformity with residence with respect to design, materials and construction.

**BUILDING LOCATION AND TEMPORARY STRUCTURE:** No part of any building shall be located on any lot nearer than seventy-five (75) feet measured from the front lot line, and no part of any building shall be located nearer than fifty (50) feet to an interior lot line. No structure of a temporary character, trailer, mobile home, tent, shack, garage or other outbuilding shall be used or left on said lot at any time. Storage buildings must be of same architectural style and construction as dwelling house. Any barn type structure shall be located at least two hundred fifty (250) feet from the front lot line.

**EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved along and over the outside ten feet of each lot or tract on all sides thereof.

**FENCING, SIGHT DISTANCE AND YARD MAINTENANCE:** (a) No fencing shall be used to enclose the front or side yard, except if constructed of picket, rail or other decorative materials for landscaping or ornamental purposes; (b) No fencing shall be constructed or shrubbery, plants or trees permitted to grow to such a height as will obstruct or diminish a clear view of adjacent streets; (c) no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Wooded areas can be left natural.

**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 Anderson County Health Department or such other governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such systems as installed shall be obtained from such authority.

DOMESTIC ANIMALS AND LIVESTOCK:

(a) Domestic animals such as dogs and cats must be leashed or confined in accordance with the Anderson County ordinance regarding control of domestic animals.

(b) No poultry, swine, turkeys, or other small animals of a similar type may be raised, bred, or kept on any lot for commercial purposes. Cows and horses may be kept on the property in suitable numbers as long as they are properly

sheltered with adequate fencing, and shall not exceed two (2) animals per fenced acre.

(c) No abattoirs or feed lots shall be allowed on any acreage transferred hereunder.

TRANSMISSION OR RECEPTION DEVICES. No radio towers, antennas or transmitters for telephone service, television service, radio service or any other purpose will be allowed on any property transferred hereunder unless same be no larger than

twenty-four (24) inches in diameter and/or extend more than five (5') feet from the residence or if located away from residence not more than twelve (12') feet in height.

COMMERCIAL BUSINESS ACTIVITY. No commercial business operations will be allowed on the property. The use of heavy trucks or equipment on the property is prohibited. The construction of large barns or storage buildings for agricultural use or personal storage is permissible. It is agreed by both seller and purchaser that the property is residential and agricultural in character and no business enterprise will be allowed which would detract from that characterization.

SUBDIVISION OF LOTS. No lot shall be subdivided so as to reduce the size of any lot below four (4) acres or below a road frontage of Two hundred fifty (250) feet, unless a road is constructed to give additional road frontage.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a sixty (60%) percent majority of the then owners of the total acreage being transferred by cross deeds of even date herewith has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

It is the desire of the Grantor and Grantee herein to keep the property within the family, with family being defined as direct descendants of James E. Smith, Sr. If the Grantees, their successors and/or assigns wish to deed the property outside of the family and have had a bona fide third party offer, they are required by this provision to give a right of first refusal to the other descendants of James E. Smith, Sr. The right of first refusal shall be delivered in written form to each child of James E. Smith, Sr. or one of each child's descendants and shall allow thirty (30) days from the date delivered to accept or reject the right of first refusal on the same terms and conditions listed in the third party offer. The signature of a deed of conveyance to a third party with reference to this clause shall warrant that the provisions contained herein have been complied with. This provision shall expire twenty (20) years from the date hereof.