

**STATE OF SOUTH CAROLINA**

**COUNTY OF AIKEN**

**INSTRUMENT OF PROTECTIVE COVENANTS**

**THE PENINSULA AT WOODS EDGE**

**SECTION XVI, HOUNDSLAKES NORTH**

WHEREAS, Houndslake Corporation, as owner in fee simple of a subdivision known as THE PENINSULA AT WOODS EDGE, SECTION XVI, HOUNDSLAKES NORTH, as shown on a plat of same made by Ayer, Graham & Assoc., Consulting Engineers, Surveyors, Planners, Augusta, Georgia, and recorded in Plat Book 24 Pages 26 records of Aiken County, has elected to and hereby imposes upon said lots certain restrictions and protective covenants as follows to become a part of and run with the title to the land, and enuring to the benefit of all property owners, Homeowner's Association Architectural Review Board and Houndslake Corporation:

1. All of the 37 lots (except Lot 8) in the Peninsula at Woods Edge, Section XVI, Houndslake North are designated as residential lots and no structure shall be erected on any lot other than one detached single family residence, guest house and appropriate outbuildings. No commercial activity shall be conducted on any of the lots.
2. Each dwelling (except Lot 8) must be constructed to meet or exceed the minimum square footage of heated floor space as indicated below:

<u>LOT NUMBERS</u>		<u>SQUARE FOOTAGE MINIMUM</u>
Lots	1-7	1800 square feet
Lots	9-29	1800 square feet
Lots	30-32	1600 square feet
Lots	33-37	2000 square feet

3. No building shall be located closer to the front property corner on any lot than the minimum building line as shown on record subdivision plat. No building shall be erected on any lot nearer than 10 feet from any side lot line. Rear setback requirements are also shown on the record plat.
4. No lot except Lot 8 shall be resubdivided or rearranged to increase the number of lots in the subdivision.
5. Easements for streets, drainage, sewerage and other public utilities are established and dedicated for such uses and purposes as shown on the record plat.

**ARCHITECTURAL REVIEW**

6. All house plans, additions to buildings, outbuildings, fences, walls, docks and swimming pools must be approved in writing by Houndslake Corporation or a committee duly appointed by Houndslake Corporation. The architects of Houndslake Corporation or its designee will be involved in the approval process. The Architectural Review Board will be allowed up to two weeks to review submitted plans. 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 elected by the owners of a majority of the 37 lots in The Peninsula at Woods Edge, Houndslake North and approved by Houndslake Corporation. The ownership of one lot shall vest the owner(s) with the right to cast one ballot.

Before the Architectural Review Board will consider any house plans, the following items must be submitted along with a completed Architectural Review Form:

- (1) Accurate site plan/plot plan including:  
Topographic map of lot (2' contours)  
Location of all proposed structures with distances from property line  
Proposed drives, walks, fences, swimming pools, etc.

Lot owners are responsible for compliance with setback requirements.

- (2) A Complete Set of House Plans (Scale 1/4" = 1 foot) showing amount of total heated square footage and finish floor elevation revealing all 4 sides of residence. Natural grade and proposed finish grade on all sides must be reflected on elevations.

- (3) Exterior materials and colors:

- a. Samples of all exterior materials (i.e., wood siding, brick, stucco, stone, etc.). Earth tones of vinyl siding may be used for soffits and fascia. When vinyl siding is proposed as the only exterior siding materials, special attention should be given to color, quality of product installation and integration with other materials.
- b. Roof (color, manufacturer and type)  
Architectural (dimensional) shingles are recommended.
- c. Windows (manufacturer and color)
- d. Color Samples:
  1. Paint/stain – body of structure  
Shutters  
Trim (if windows are clad, the color name should be submitted, Actual sample not necessary  
Exterior Doors  
Garage Door (color, type of material & design)

- (4) Landscape Plan

A copy of the site plan showing all proposed landscaping

A copy of the survey showing all existing hardwood trees that exceed 4" diameter, all pines that exceed 12" diameter, and any other specimen vegetation to be incorporated into the landscape design (i.e., dogwood, kalmia, holly, etc.). It is a violation of these protective covenants to clear cut any lot. Trees and natural planting should be preserved whenever possible.

Erosion control plan

Within 15 days of receipt of complete submittal, the Architectural Review Board will notify lot owners of the results of the Board's review.

Prior to issuance of the Architectural Certificate and before construction begins, the contractor must locate the home site on the lot and contact the Architectural Review Board (or designated representative) for approval of location of residence. Following this site visit and approval by the Architectural Review Board, The Architectural Review Certificate will be issued. The certificate should be posted on the lot along with the city building permit.

ARCHITECTURAL DEPOSIT:

\$1,000 is included in the purchase price of each lot and will be partially refunded in the following manner:

\$250.00 – Rebate upon submittal of ALL required information and the issuance of a Houndslake Building Certificate

\$500.00 – Upon completion of construction and complete landscaping as per approved proposal and within full compliance with covenants and restrictions.

\$250.00 – Will be retained for Architectural Review and follow through.

NO CLEARING OR GRADING SHALL TAKE PLACE BEFORE HOUNDSLAKE'S BUILDING (ARCHITECTURAL) CERTIFICATE HAS BEEN ISSUED. VIOLATION OF THIS ITEM WILL RESULT IN FORFEITURE OF ARCHITECTURAL DEPOSIT AND/OR EMPOWER ARCHITECTURAL REVIEW BOARD TO TAKE APPROPRIATE LEGAL ACTION TO HALT SUCH CONTINUED VIOLATION. OWNER HEREBY AUTHORIZES AND SHALL BE LIABLE FOR REASONABLE ATTORNEY FEES AND ACTUAL COSTS IN RESTORING PROPERTY TO PREVIOUS CONDITION.

7. Upon completion of the construction of the dwelling, a maximum of 180 days will be allowed for completion of approved landscaping. The owner of any lot whether improved or not, is responsible for maintaining the lot and landscaping in a manner fully acceptable to the Architectural Review Board. If the owner fails to maintain the lot, after written notice by the Architectural Review Board, the Board will have the option to contract for the services necessary to bring the appearance of the lot up to the standard set by the Architectural Review Board and to require the owner to pay for the services so rendered. If the owner fails to pay for the services, the Board will pay for said services and acquire a lien against the lot until the Committee is reimbursed by the owner, which may be perfected and executed upon operation of law. Owner hereby authorizes reasonable attorney fees, etc.
8. Lot owners and their building contractors are fully responsible for the subcontractors 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 streets, lake and any neighboring property from sediment build-up and erosion due to his (her) own construction. A silt fence or properly installed hay bales must be provided by the owner/contractors as per the Soil and Erosion Control Plan, Page 2, Item 4, which is incorporated herein by reference thereto.
9. During construction a receptacle should be available on site for construction material and litter. Trash and construction debris are considered a nuisance to surrounding properties.
10. No fences shall be erected along the property lines on the front one-third portion of any lot, except for 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.

11. No tent, shack, mobile home, camper, travel trailer, or basement shall be used at any time as a temporary or permanent residence. Boats, travel trailers, motor homes, or any recreational vehicle must be stored or parked in an enclosed garage or out of general view. No commercial vehicles, non-operating vehicles or buses shall be parked or stored on any lot except in the carport, garage, or out of general view.
12. No garbage or domestic trash shall be disposed of by burning or burying on any lot within the subdivision or adjacent property.
13. All driveways between the street and garage and/or dwelling shall be paved with asphalt, brick or concrete.
14. 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 (this is to include pets running loose and allowed to roam on any other owner's property or the golf course).
15. No antennas or satellite dishes may be installed unless the type, installation and location upon the lot of said antenna or satellite dish is approved in writing by the Architectural Review Board. Approval for satellite dishes will only be granted when they are out of general view and of appropriate materials.
16. Electric, gas, telephone and cable television lines installed on each lot should be located prior to digging, plumbing, irrigation lines, holes for fence posts, etc.
17. 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, golf course and neighboring lots.
18. Lot owners or their agents shall maintain their lot in a clean, orderly manner. Maintenance of lots includes control of weeds, other high growth, and removal of dead and fallen trees.
19. Purchase of a lot will automatically include membership in the Peninsula Homeowner's Association. Once the majority of the lots have been sold, Houndslake Corporation will assist in the election of the Board of Directors and activate the Association.

The role of the Association includes maintenance and management of commonly owned property as shown on the record plat. Assessments may be charged for maintenance of common areas, landscaping, irrigation systems as well as replacement of signing and lighting. Such improvements are initially paid for by the Developer and donated to the Association. Maintenance and replacement will initially be provided by the Developer and each homeowner will be assessed a fee not to exceed the actual cost of the work. The Assessment to be charged for maintenance services to each property owner will be limited to \$100 per year through the 1991 calendar year. The cost of any additional maintenance service will be absorbed by the Developer through 1991.

The Homeowner's Association will have the authority to make adjustments to the maintenance fee by 2/3 majority vote.

20. Security Patrol shall not be included in the assessment fee. A specially priced security patrol service will be negotiated for the subdivision. The service will be offered to all property owners. If 75% of the owners vote to accept the proposal, every owner will be obligated to pay his share of this expense. Patrol services should help minimize vandalism and theft, thus result in lower replacement costs for signs, lights, etc.

21. Fishing from a lot bordering the lake is limited to its lot owners and their invited guests. Property owners who do not own lots located on the lake's edge, may fish from the dam or from the golf course as long as they are Houndslake Country Club members and do not interfere with golf.

These covenants shall run with the land and shall be binding on all parties residing or owning said lots, until 2045, 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 the lots in The Peninsula at Woods Edge, Section XVI, 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 a real property in The Peninsula at Woods Edge, Houndslake North, to institute 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. All future homeowners consent to the provisions of this document and agree and covenant to be bound by its terms.

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this twelfth day of September, 1990.

IN THE PRESENCE OF: [Signature]  
Dandra D. Furr

HOUNDSLAKE CORPORATION  
BY [Signature]

STATE OF SOUTH CAROLINA }  
COUNTY OF AIKEN }

Personally appeared before me the undersigned witness who being first duly sworn, says that s/he saw the within named Houndslake Corporation, by Margaret I. Penland, its Vice President, sign, seal, and as its act and deed, deliver the within written instrument for the purposes stated therein, and that s/he with the other subscribing witness witnessed the execution thereof.

[Signature]

Sworn to me before this  
12<sup>th</sup> day of September, 1990.

[Signature]  
Notary Public for S.C.  
My commission expires: My Commission Expires September 28, 1998

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