

Flying Eagle Estates II Restricted Covenants

1. No structure shall be erected on this lot other than one (1) permanent, single family stick built dwelling and detached or attached garage of similar design, together with accessory buildings and facilities normally incident to single family use, and no use shall be made of the property other than for private residential purposes of a single family residence. The lot shall not be used for business, commercial, or industrial purposes and no businesses shall be contained within or operated from a residential building.
2. Any consequence of alteration of the natural grade of this lot shall be the responsibility of the purchaser of this lot. Said purchaser shall also be responsible for the channeling of any surface water. All necessary trees must be preserved for the purposes of preventing erosion, with exception of trees whose removal is necessary for the construction of dwellings or properly landscaped lawn areas.
3. No residence containing less than Twenty Five Hundred square feet under roof, including garage, porches, screen porches, or carports shall not be erected.
4. Only construction of new buildings shall be permitted, it being the intent of these covenants to prohibit the moving of any existing building onto this lot, or remodeling or converting same into a dwelling unit on any lot. All residential building erected on this lot shall be constructed of brick, brick veneer, stone, new lumber, vinyl, or a combination thereof.
5. No trailer, mobile home, basement, tent shack, garage, barn, or other building erected on the above lot shall at any time be used as a residence, temporarily or permanently, nor shall a structure of a temporary character be used as a residence. No shell type homes shall be constructed or erected within described property. No mobile shall be parked, stored, placed or erected on any lot at any time, however, nothing herein contained shall be construed to prevent the property owner from parking or storing a travel trailer on his property after the construction and occupancy of a residential dwelling thereon, these must be parked at the rear or back of the property.
6. No building shall be closer than twenty-five (25) feet to any front lot boundary line upon and road that said building faces, nor shall any building be constructed within ten (10) feet of any side lot boundary or within twenty-five (25) feet of any rear lot boundary. These set backs may be amended. And reduced by the county or developer.
7. No noxious or offensive activity shall be carried on upon said lot, nor shall anything be done thereon, tending to cause embarrassment, discomfort, annoyance, or a nuisance to the neighborhood. There shall not be maintained on any lot any plants, animals, devices, or things of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of such nature as to diminish or destroy the enjoyment of any adjoining or nearby property.
8. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on this lot, which shall tend substantially, decrease the beauty of the neighborhood as a whole. All garbage cans, inoperative cars, unused objects or apparatus of any kind of any portion thereof shall not be permitted to remain on this lot. This lot shall be kept clean and free of garbage, junk, trash, debris or any substance that might contribute to the health hazard.

9. No animals, livestock, poultry shall be raised, permitted, bred, or maintained on the property, other than household pets. No pot-bellied pigs are allowed.
10. No lot subject to these restrictions shall be further subdivided. Nothing herein contained, however shall be construed to prevent the construction or erection of one residential dwelling house upon two or more adjoining lots, and in such instances, the two or more adjoining lots shall be considered as one building lot for purposes of these restrictive covenants.
11. A ten (10) foot easement is reserved along the front and rear lines of all lots, including this lot and a five (5) foot easement is reserved along the side lines of this and all subdivision lots subject to these restrictions for the purpose of installation and maintenance of poles, lines, conduits, pipes, or other equipment necessary or appropriate for furnishing electric power, gas, telephone, water or sewer service or other utilities and for sidewalks.
12. In any person, firm or corporation hereafter owning this lot or any property in the subdivision subject to these restrictions shall violate any of these restrictions, covenants or conditions, it shall be lawful for any person, firm corporation violating or attempting to violate any such restrictions, covenants or conditions, either to prevent the threatened or attempted violation.
13. The restrictions and covenants shall run with the land and shall be binding upon all parties and persons claiming ownership in the subdivision and shall be valid for successive 20-year terms unless modified or revoked in writing by a majority of the owners of the lots.
14. Invalidation of any one or more of these covenants, by judgment or order of any court of competent jurisdiction shall in no way or ways affect the other provisions, covenants or restrictions, which shall remain in full force and effect.
15. **Abandoned Automobiles** - No abandoned automobile shall be placed or allowed to remain upon any lot. Any abandoned automobile is defined as an automobile upon which current license plates have not been obtained and displayed within sixty (60) days of the date for which current license plates are required and properly insured as required by the Department of Motor Vehicles of South Carolina.
16. **Temporary Structures** - No structure of temporary character, or trailer, or basement, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
17. **No boats, etc** – No boat, boat trailers, boat riggings, motor homes, camping trailers or other recreational vehicles shall ever be parked or placed in front or visible from the street. The parking of automobiles on the road right of way for a period longer than twelve hours is prohibited. Also, above ground pools are prohibited.
18. Homeowners shall establish an association and pay a minimum of \$100.00 each to maintain common areas, landscaping to Flying Eagle Estates Association. This fee may be raised or lowered from a majority vote of the association / homeowners of Flying Eagle Estates Subdivision, or by developer as long as he owns a majority of lots. Homeowners shall maintain the buffer that reins around property.
19. Developer has complete and absolute architectural and construction authority and can either approve, deny, or require modification to any plans for any improvement or structure whatsoever placed upon these lots including, but not limited to, houses, accessory structures, fences, driveways, or other.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 12th day of March 2003.

WITNESS

**James Michael Wiley
Joanna's Lake Partners
General Partner for,
Flying Eagle Estates**