

STATE OF SOUTH CAROLINA }  
COUNTY OF SUMTER

RESTRICTIVE COVENANTS  
STONECROFT SUB DIV.  
McCRAYS MILL ROAD  
SUMTER, SOU. CAROLINA

WHEREAS, T. C. CROFT has sold the following property to:

WHEREAS, T. C. CROFT desires to protect the said property from any construction or activities which would be detrimental to the use of said property and to the value of the said property, by the imposition of the following protective and restrictive covenants:

NOW, KNOW ALL MEN BY THESE PRESENTS, that T. C. CROFT, does hereby declare these covenants to exist upon the above described property, and to be covenants running with the land, as follows:

1. No lot shall be used except for residential purposes and other buildings incidental to a residence.

2. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family residential dwelling and such out buildings as are incidental.

3. No building shall be located on any lot which is nearer than fifty (50) feet to the front line, or nearer than (20) twenty feet to any side lot line or nearer than fifty (50) feet from any side street line. Said set back lines being shown on the hereinabove referred to plat.

4. Copies of plans and specifications for all buildings shall be submitted (one copy to remain as record) to T. C. Croft or his successors for approval prior to commencing construction. The quality of workmanship and materials shall also be subject to approval. No wall or fence or any other similar structure shall be erected, placed or altered on any lot unless similar approval is given.

5. No structure of any temporary character, trailer, mobile home (other than one camping vehicle), tent, shack, garage, barn or any other out buildings shall be placed on any lot. None of the said structures shall at any time be used as a residence, either temporarily or permanently.

6. 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 thereon provided they do not become an annoyance or nuisance to the neighborhood or otherwise detract from the desirability of the neighborhood as a residential area.

7. No lot shall be subdivided so as to reduce the area of said lot to less than twenty thousand (20,000) square feet and no more than one residence may be constructed on any one lot.

8. The ground floor area of the main structure, exclusive of one story open porches and garages shall be not less than ~~seventeen hundred~~ ~~square feet~~ square feet for a one story dwelling, nor less than Eleven Hundred Fifty (1,150) square feet for a dwelling of more than one story.

1450. 9. No individual water system shall be constructed or permitted on any lot unless approved by T. C. Croft and also meet the approval of State Health Department.

11/3/78



10. No individual sewage disposal system shall be permitted unless such system is constructed in accordance with the requirements and approval of the State Health Dept.

11. No noxious or offensive trade or 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 neighborhood.

12. No lot shall be used as a dumping ground for trash or other garbage. Garbage and all other waste shall be kept in closed sanitary containers at all times and kept out of site of the street and in a clean sanitary condition, as not to constitute a nuisance to the neighborhood.

13. Easements for the installation and maintenance of drainage facilities and other utilities are reserved as shown on the recorded plat.

14. An easement is hereby reserved over the front five (5) feet and over five (5) feet along each side line of each lot and over the rear ten (10) feet of each lot for rights-of-way for the purpose of utility installations and the operation and maintenance thereof.

15. The Developer reserves the right to subject the real property in this Subdivision to a contract with Black River Electric Coop for the installation of underground electric cables and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Black River Electric Coop by the owner of each building.

16. These covenants are to run with the land and shall be binding upon all parties, whether owners or purchasers and all persons claiming under them for a period of twenty (20) years from the date of the recording of these covenants, at which time the said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of said residential lots, it is agreed to change said covenants in whole or in part.

17. If any owners, purchasers or tenants of any of the said lots shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property in the subdivision above referred to, to prosecute any proceeding in law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing, or to recover damage or other dues for such violation.

WITNESS my hand and Seal, this 23 day of June 1978  
IN THE PRESENCE OF:

Mar. R. E. Powell x T. C. Croft (L.S.)  
May Sue Croft T. C. CROFT.

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER.

Personally appeared before me Mar. R. E. Powell who being duly sworn, says that she saw the within named T. C. Croft sign, seal and as act and deed deliver the foregoing written Restrictive Covenants, and that she, with May Sue Croft witnesses the execution thereof.

Sworn to before me this 23 day of June 1978  
James M. [Signature] (L. S.)  
Notary Public for South Carolina  
James M. [Signature] April 18, 1979



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RECORDED

VOL. 738 PG 148  
SUMTER COUNTY, S.C.

RETURN TO: ATTORNEY <sup>JANICE WANDEN</sup> ~~STAYLER~~ <sup>SCOTT</sup> ~~SCOTT~~ MILLAN  
SUMTER CO., S.C.  
STATE OF SOUTH CAROLINA )

COUNTY OF SUMTER )

ADDENDUM TO RESTRICTIVE COVENANTS  
STONECROFT SUBDIVISION

WHEREAS, by instrument dated June 7, 1979, and recorded in Book H-12, at page 175, certain restrictive covenants were imposed upon certain property known as "Stonecroft Subdivision" in Sumter County, South Carolina; and

WHEREAS, additional lots forming Stonecroft Subdivision have been sold and additional lots may be sold; and

WHEREAS, the undersigned owner and developer wishes to amend the aforesaid covenants as provided for herein; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that We hereby amend the aforesaid covenants, as follows:

1. Additional property may be subjected to the aforesaid covenants by referancing the covenants in the deeds.
2. Carl J. Croft has succeeded to the position referred to in paragraph 4 of the covenants for approving building plans. This position shall be hereafter referred to as the "Architectural Control Committee".
3. A Landscape Maintenance Committee is hereby established to beautify and maintain the landscape of the entrances, medians, cul-d-sacs, and other areas of Stonecroft Subdivision in order to maintain and enhance the appearance thereof until such time as seventy-five (75%) percent of the lots shown on the preliminary subdivision plan or such preliminary subdivision plans as are hereafter prepared, are sold, the Architectural Control Committee, or its designees, shall serve as this committee. Once seventy-five (75%) percent of said lots are sold, the owners of said lots, exclusive of contractors and developers, shall have the right to elect or appoint the committee in accordance with such procedure as said lot owners may deem appropriate. The Architectural Control Committee, or its designee, shall continue to serve as the committee until its successor is duly constituted in accordance herewith.
4. The Committee shall obtain funds, as it shall require, from time to time for such maintenance by assessment upon the owners of the lots in the subdivision, exclusive of contractors, developers and the undersigned owner. The amount of such assessment shall be determined not less frequently than annually. Any sum due to be paid by a lot owner to the Committee shall, if not paid when due, bear interest until paid at the rate of ten (10%) percent per annum. The obligation of the lot owner to pay all sums assessed or imposed upon him pursuant to this declaration shall be a continuing lien

RECORDING FEE:	\$ <u>10.00</u>
TRANSFER FEE:	\$ _____
TRANSFER FEE:	\$ _____
TOTAL FEES PAID:	\$ <u>10.00</u>



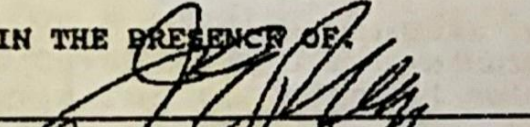
upon the lot subject only to the lien of such bona fide mortgages as may be placed upon such lot, regardless of whether such mortgage is recorded prior or subsequent to the notification of such assessment. The lien may be enforced by the Association in all respects as though secured by a recorded mortgage in accordance with the laws of the State of South Carolina. If any sum shall not be paid when due, the Committee shall have the right upon not less than fifteen (15) days notice to such lot owner to collect such sum by suit-at-law and all other legal means and to add to such sum and to collect reasonable attorney's fees and all other expenses incurred by the Committee in its efforts to collect.

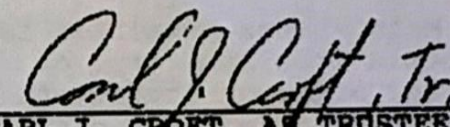
5. The undersigned owner reserves the right to form a homeowner's association consisting of the lot owners of the subdivision. The purchasers of any lot covered by these covenants or hereafter subjected thereto shall become members of such association in accordance with and subject to the By-Laws of the association.

6. These covenants are in addition to and subject to the terms and provisions of the restrictive covenants recorded in the Office of the Register of Deeds for Sumter County in Deed Book H-10, at page 975, and as modified by instrument recorded in Deed Book \_\_\_\_\_, at page \_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has hereunto set his Hand and Seal this 15<sup>th</sup> day of April, 1999.

IN THE PRESENCE OF

  
\_\_\_\_\_  
Alice M. Pritchard

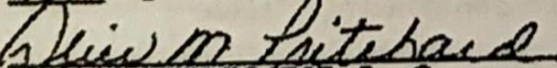
  
\_\_\_\_\_  
CARL J. CROFT, AS TRUSTEE OF TRUST "B" CREATED UNDER THE LAST WILL AND TESTAMENT OF T. C. CROFT, DECEASED

STATE OF SOUTH CAROLINA       )  
COUNTY OF SUMTER                )

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and states that (s)he saw the within named CARL J. CROFT, AS TRUSTEE OF TRUST "B" CREATED UNDER THE LAST WILL AND TESTAMENT OF T. C. CROFT, DECEASED, sign, seal and as his act and deed, deliver the within Addendum to Restriction Covenants for Stonecroft Subdivision, and that deponent with the other witness named above, witnessed the execution thereof.

SWORN to before me this  
15 day of April, 1999.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR S. C.  
My Commission Expires: 10-19-2003