

VOL 408 PAGE 127

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that Tandem Development, Inc., A South Carolina Corporation, as the developer of building lots in River Bluff Subdivision, hereby declares that all persons, their heirs or assigns, who shall purchase or acquire lots in River Bluff Subdivision, shall be bound by the Restrictive Covenants herein enumerated, it being understood that said Covenants and Restrictions shall run with the land and shall be binding on all persons claiming any interest in any property of River Bluff Subdivision, as detailed on a plat thereof entitled "River Bluff Subdivision Prepared for Tandem Development, Inc.", under date of January 25, 1985 and recorded on the records of Aiken County in Plat Book 9, at page 70.

ONE: These covenants and restrictions are to run with the land and are to be binding for a period of thirty (30) years from the date hereof at which time they shall be automatically extended for subsequent period of ten (10) years unless, by a vote of a majority of the then owners of the lots, it is agreed to change said covenants and restrictions in whole or in part. It being understood that the property owner shall have one vote for each lot owned by said property owner.

TWO: Upon violation of any covenant or restriction or upon the attempted violation, it shall be lawful for any person or persons, firm or corporation owning any lot in said subdivision to prosecute any proceedings at law or in equity against said violator either to prevent him from doing so or to recover damages or other dues for such violation.

NOT OFFICIAL

VOL. 408 PAGE 128

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

FOUR: No lot shall be used except for residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling of not more than two and one-half (2½) stories in height and a private garage for not more than two (2) automobiles and other buildings strictly incident to residential use.

FIVE: No building shall be located on any lot nearer than twenty-five (25) feet from the front lot line nor nearer than ten (10) feet to any side street line; all buildings, including garages or carports, shall be located at least five (5) feet from any side lot line and ten (10) feet from the rear lot line.

SIX: None of said lots shall be subdivided into smaller lots except that any lot may be subdivided into two portions which portions shall be conveyed to, and owned by, the respective owners of the two adjoining lots on each side thereof so as to become parts thereof; provided, however, that only one private single family dwelling with permissible buildings may be erected on the whole of the property thus combined into one lot.

SEVEN: 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.

EIGHT: No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

NINE: No dwelling house shall be permitted on any lot in this tract, the ground floor area of which structure is less than one thousand (1000) square feet for a single story residence or nine hundred (900) feet for a two (2) story residence.

TEN: Easements for drainage and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat; over the rear ten feet of each lot and for five feet along side lot lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ELEVEN: No fence shall be constructed and maintained on that portion of any lot between the residence and the front lot line except a fence not over twenty-four (24) inches in height.

TWELVE: Sewage disposal systems and surface drainage system shall be constructed and maintained in accordance with the requirements of the City of Aiken and the State of South Carolina Board of Health and operated pursuant to regulations of the South Carolina Public Service Authority.

THIRTEEN: No stagnant water, stale garbage, or any other unsanitary or unhealthy condition conducive to the breeding of mosquitoes or flies or otherwise prejudicial to health, on any lot hereby conveyed shall be permitted by the owner of such lot.

FOURTEEN: No animal, except house pets, shall be kept or maintained on any lot hereafter conveyed.

VOL. 408 PAGE 130

FIFTEEN: The developer, Tandem Development, Inc., specifically reserves the right to require that plans and specifications of any proposed residential dwelling, together with any plans of out-buildings, be submitted to and approved in writing by Tandem Development, Inc. or a committee consisting of three persons appointed by Tandem. Failure of the said Tandem or the said committee to act on any such plans and specifications thus submitted for a period of thirty (30) days shall constitute automatic approval of the same.

SIXTEEN: That on the purchase of a lot in this Subdivision, the purchaser shall automatically become a member of the Homeowners Association, which Association shall own and be responsible for the upkeep of the area designated on subject plat as recreation area. That said lot owner shall likewise have the right and privilege of the use of said recreation area as long as he retains the property in this Subdivision.

SEVENTEEN: These restrictive covenants shall apply only to those lots shown on the plat referred to in the preamble of these restrictions and shall not be construed as affecting any other property owned by Tandem Development, Inc. except such other property as may be made subject to these restrictive covenants by separate writing. These restrictive covenants may be amended at any time in whole or in part by the written consent of a majority of the then owners of the lots above referred to.

IN WITNESS WHEREOF, Tandem Development, Inc. has hereunto set its hand and seal by Lonnie A. Garvin, Jr., its President and Sue C. Brady, its Secretary, this 23rd day of April 1985.

IN THE PRESENCE OF:

Lonnie A. Garvin
Barbara J. Kessler

TANDEM DEVELOPMENT, INC.

BY: [Signature]
Its President

BY: Sue C. Brady
Its Secretary

VOL. 408 PAGE 131

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

Personally appeared before me the undersigned witness, who, on oath, says that s/he saw the within named Tandem Development, Inc., by Lonnie A. Garvin, Jr., its President, and Sue C. Brady, its Secretary, sign the within Restrictive Covenants and as the act and deed of said corporation, deliver the same, and that s/he with the other subscribing witness thereto witnessed the execution thereof.

Lonnie A. Garvin

SWORN to before me this
23rd day of April 1985

Barbara J. Robinson
Notary Public for South Carolina

My Commission Expires: January 21, 1992

NOT OFFICIAL

RETURNED TO:
Darrin & Williamson

RECORDED 4-25-85 at 11:00 AM
Virginia P. Egan
A.M.C. AIKEN COUNTY

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

VOL. 408 PAGE 132

85-254

ASSIGNMENT OF MORTGAGE AND NOTE

FOR VALUE RECEIVED, FAIRFIELD FINANCIAL CORPORATION hereby sells, assigns, transfers, sets over and conveys unto DECATUR FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors or assigns, that certain Mortgage executed by _____

CALVIN LARK, JR., and ANN WASHINGTON,

dated April 24, 1985, and recorded in Book 814 at pages 134, of the records of the County of Aiken, State of South Carolina, together with the real property therein described; and also the indebtedness described in said Mortgage, and secured thereby, the notes evidencing said indebtedness having this day been transferred and assigned to the said DECATUR FEDERAL SAVINGS AND LOAN ASSOCIATION, together with all of FAIRFIELD FINANCIAL CORPORATION'S right, title and interest in and to the said Mortgage, the property therein described and the indebtedness thereby secured; and the said DECATUR FEDERAL SAVINGS AND LOAN ASSOCIATION is hereby subrogated to all of the rights, powers, privileges and securities vested in FAIRFIELD FINANCIAL CORPORATION under and by virtue of the aforesaid Mortgage.

*file
in
&
refer.*

This 24th day of April, 1985.

OFFICIAL

FAIRFIELD FINANCIAL CORPORATION (L.S.)

BY: *Janice P. Montgomery*
AS ITS VICE PRESIDENT

SIGNED, SEALED AND DELIVERED

in the presence of:

Donna J. Maher
Donna J. Maher

NOTARY PUBLIC, STATE OF SOUTH CAROLINA

MY COMMISSION EXPIRES: December 9, 1986

PAINE, DALIS, SMITH & MCELREATH
ATTORNEYS AT LAW
464 GREENE STREET
AUGUSTA, GEORGIA 30901
(404) 722-9771

STATE OF SOUTH CAROLINA

AIKEN COUNTY

PERSONALLY appeared before me, BENJAMIN F. MCELREATH, and made oath that he saw the within named JANETTE P. MONTGOMERY, as Vice President of Fairfield Financial Corporation, sign, seal, as its act and deed, deliver the within written Assignment, and that he with DONNA J. USHER witnessed the execution thereof.

B F McElreath

BENJAMIN F. MCELREATH

Sworn to and subscribed before me
this 24th day of April, 1985:

Donna J. Usher

NOTARY PUBLIC, STATE OF SOUTH CAROLINA

MY COMMISSION EXPIRES: December 9, 1986

PAINE, DALIS, SMITH & MCELREATH
ATTORNEYS AT LAW
454 GREENE STREET
AUGUSTA, GEORGIA 30901
(404) 722-9771

NOT OFFICIAL

↑
RETURNED TO:

referred
RECORDED 4-25-85 at 0900 hrs
Virginia R. Eagle
R.M.C. AIKEN COUNTY
By Carol J. Thomas
DC

Mortgagor Jim Beard Development, Inc.

STATE OF GEORGIA)
COUNTY OF RICHMOND)

For value received Nationwide Lending Group, Inc. has this day transferred sold and assigned, conveyed and set over to the Red Hill Savings, A Division of Hill Financial S.A., as Assignee, its successors, representatives and assigns, all its rights, title and interest in the within Mortgage and the real estate therein described and the debt secured thereby;

The said assignor specifically transfers, sells, conveys and assigns to the above assignee, its successors, representatives and assigns, all the rights, power, option and privileges conferred on it under and by virtue of the terms of the within Mortgage and the note secured thereby;

The within Mortgage has been recorded in Mortgage Book 814, Page 176 of the records in the office of the Clerk of Court of Aiken County, South Carolina

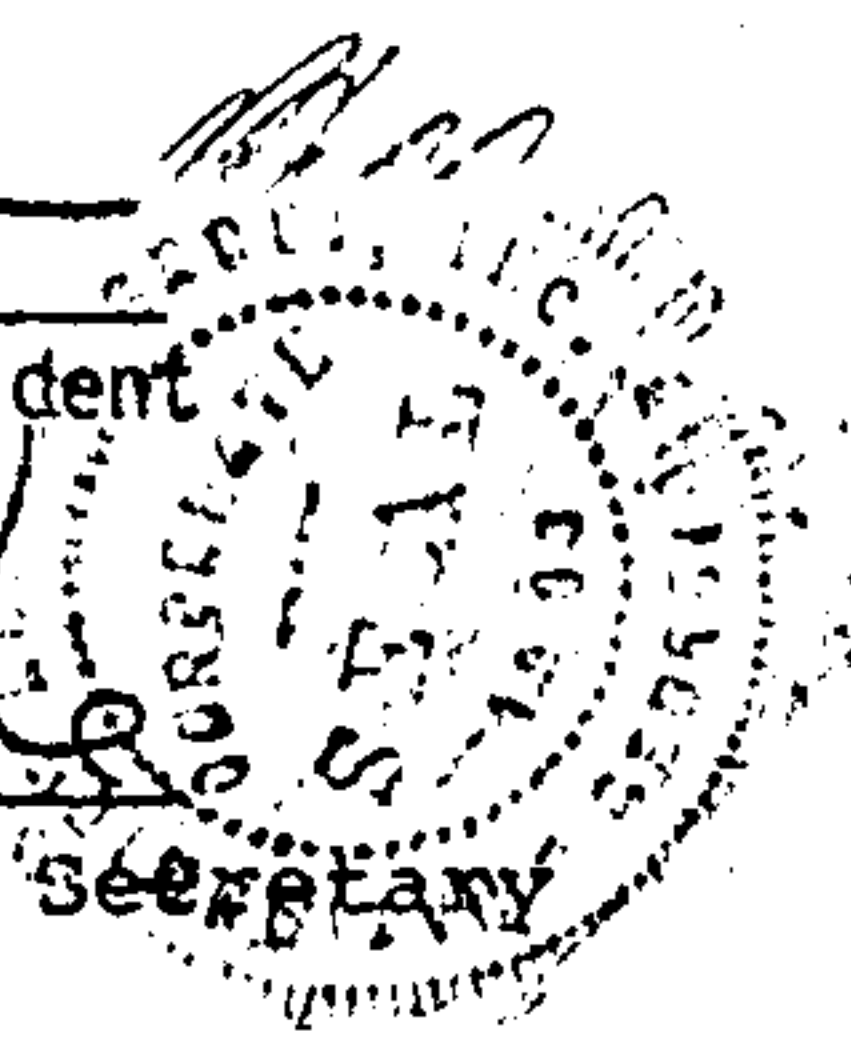
fill in 4 refer

The assignor herein has this day sold and assigned to the assignee, herein, the note secured by this Deed, without recourse on the assignor, and this transfer is made to secure the assignee, its successors, representatives and assigns, in the payment of said note.

IN WITNESS WHEREOF, the assignor has hereunto set its hand and corporate seal this 25th day of April, 19 85.

Nationwide Lending Group, Inc.

By [Signature]
Charles B. Walker, Vice President
By [Signature]
Heike L. Brooke, Assistant Secretary



NOT ORIGINAL
[Signature]
[Signature]

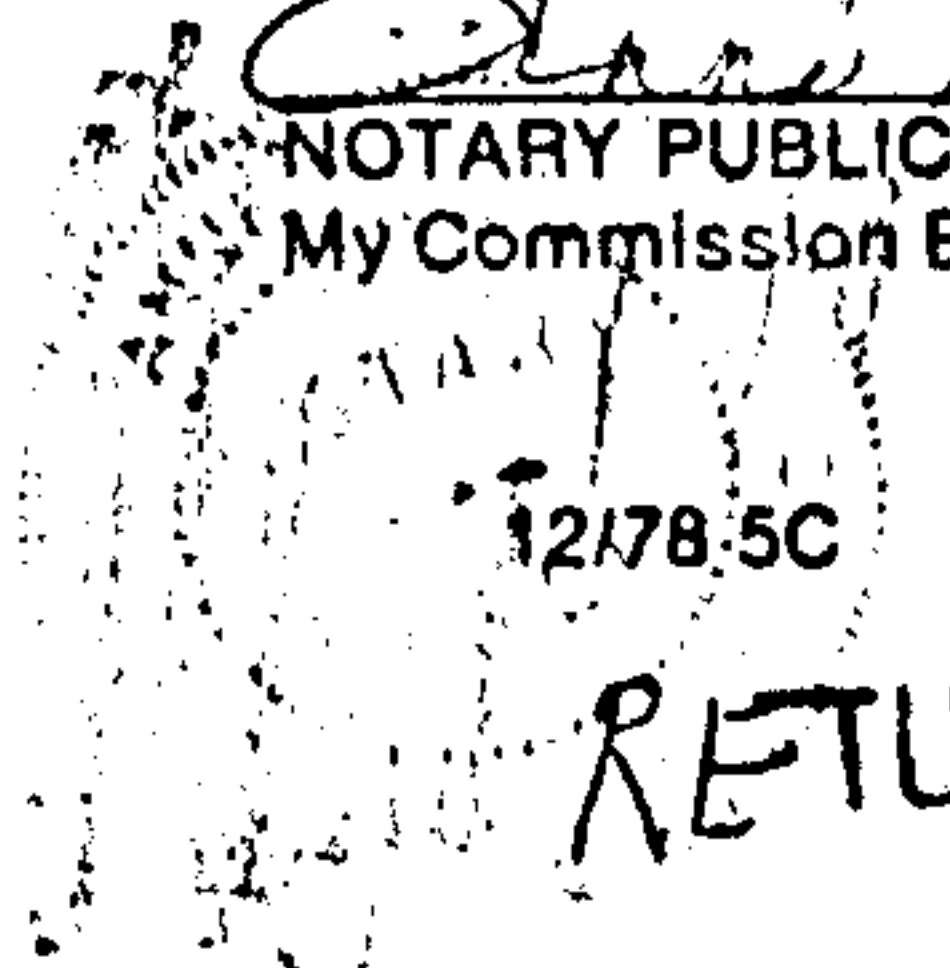
STATE OF GEORGIA)
COUNTY OF RICHMOND)

Personally appeared before me Marie Clarke, who being first duly sworn says that she saw the within named Charles B. Walker, its Vice President, and Heike L. Brooke, its Asst. Secretary, sign, seal and as their act and deed, deliver the within written Assignment for the purposed therein stated, and that she with Anne B. Erb witnessed the execution thereof.

Sworn to before me this the 25th day of April, 19 85

[Signature]
NOTARY PUBLIC FOR RICHMOND COUNTY, GEORGIA
My Commission Expires: _____

[Signature]
[Signature]



Notary Public, Georgia, State at Large
My Commission Expires July 25, 1987

RETURNED TO: D & M

referred
RECORDED 4-25-85 at 1330 hr
[Signature]
S.M. of AIKEN COUNTY

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

AFFIDAVIT

PERSONALLY APPEARED before me, Vicki Johnson Snelgrove, who being duly sworn, deposes and says that she is the attorney in the exchange of property of the parties. Deponent saith that these two parcels of property were exchanged by the parties in a Separation and Property Settlement Agreement dated January 4, 1985. The consideration for the conveyances of the properties is in exchange for property received.

DEPONENT SAITH NOTHING FURTHER.

Vicki Johnson Snelgrove
VICKI JOHNSON SNELGROVE

SWORN to before me this 25th
day of April, 1985.

Susan W. Johnson (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11-21-93

NOT OFFICIAL

RETURNED TO:
J J m w + S

RECORDED 4-25-85 at 1200 hrs
Theresa Q. Egle
R.M. & AIKEN COUNTY

STATE OF SOUTH CAROLINA §
COUNTY OF AIKEN §

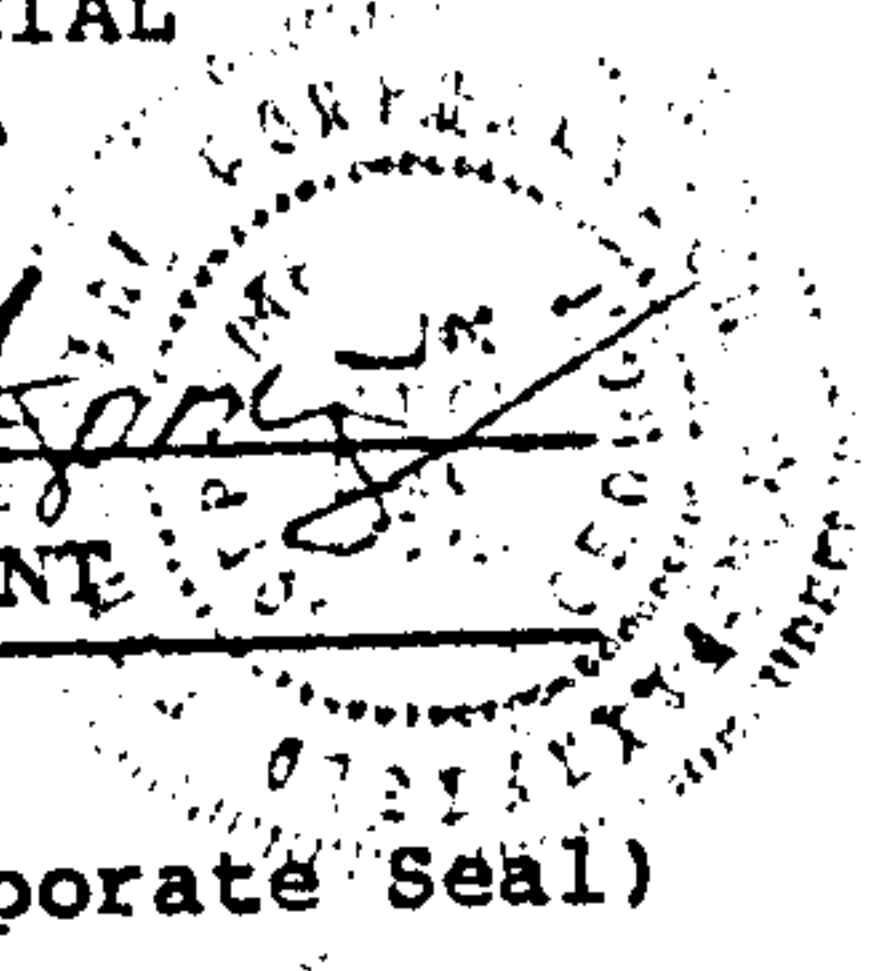
ASSIGNMENT OF MORTGAGE AND NOTE

FOR VALUE RECEIVED, FAIRFIELD FINANCIAL CORPORATION d/b/a FAIRFIELD FINANCIAL CORPORATION OF GEORGIA hereby sells, assigns, transfers, sets over and conveys unto DECATUR FEDERAL SAVINGS AND LOAN ASSOCIATION, its successors or assigns, that certain Mortgage executed by PAUL R. MANCI and ELIZABETH W. MANCI and dated April 23, 1985, and recorded in Book 814, at page 184, of the records of the County of Aiken, State of South Carolina, together with the real property therein described; and also the indebtedness described in said Mortgage, and secured thereby, the notes evidencing said indebtedness having this day been transferred and assigned to the said DECATUR FEDERAL SAVINGS AND LOAN ASSOCIATION, together with all of FAIRFIELD FINANCIAL CORPORATION OF GEORGIA'S right, title and interest in and to the said Mortgage, the property therein described and the indebtedness thereby secured; and the said DECATUR FEDERAL SAVINGS AND LOAN ASSOCIATION is hereby subrogated to all of the rights, powers, privileges and securities vested in FAIRFIELD FINANCIAL CORPORATION d/b/a FAIRFIELD FINANCIAL CORPORATION OF GEORGIA under and by virtue of the aforesaid Mortgage.
This 23rd day of April, 1985.

✓
file
in
refer

FAIRFIELD FINANCIAL CORPORATION
d/b/a FAIRFIELD FINANCIAL
CORPORATION OF GEORGIA

BY: Janette P. Montgomery
AS ITS VICE PRESIDENT



(Corporate Seal)

SIGNED, SEALED AND DELIVERED
in the presence of:

Barbara A. Eubanks
NOTARY PUBLIC

Notary Public, South Carolina, State at Large
My Commission Expires Sept. 26, 1994

STATE OF SOUTH CAROLINA §
COUNTY OF AIKEN §

PERSONALLY appeared before me, JOHN S. DALIS, and made oath that he saw the within named Janette P. Montgomery, as Vice-President of Fairfield Financial Corporation, sign, seal, as its act and deed, deliver the within written Assignment, and that he with Barbara A. Eubanks witnessed the execution thereof.

John S. Dalis
JOHN S. DALIS

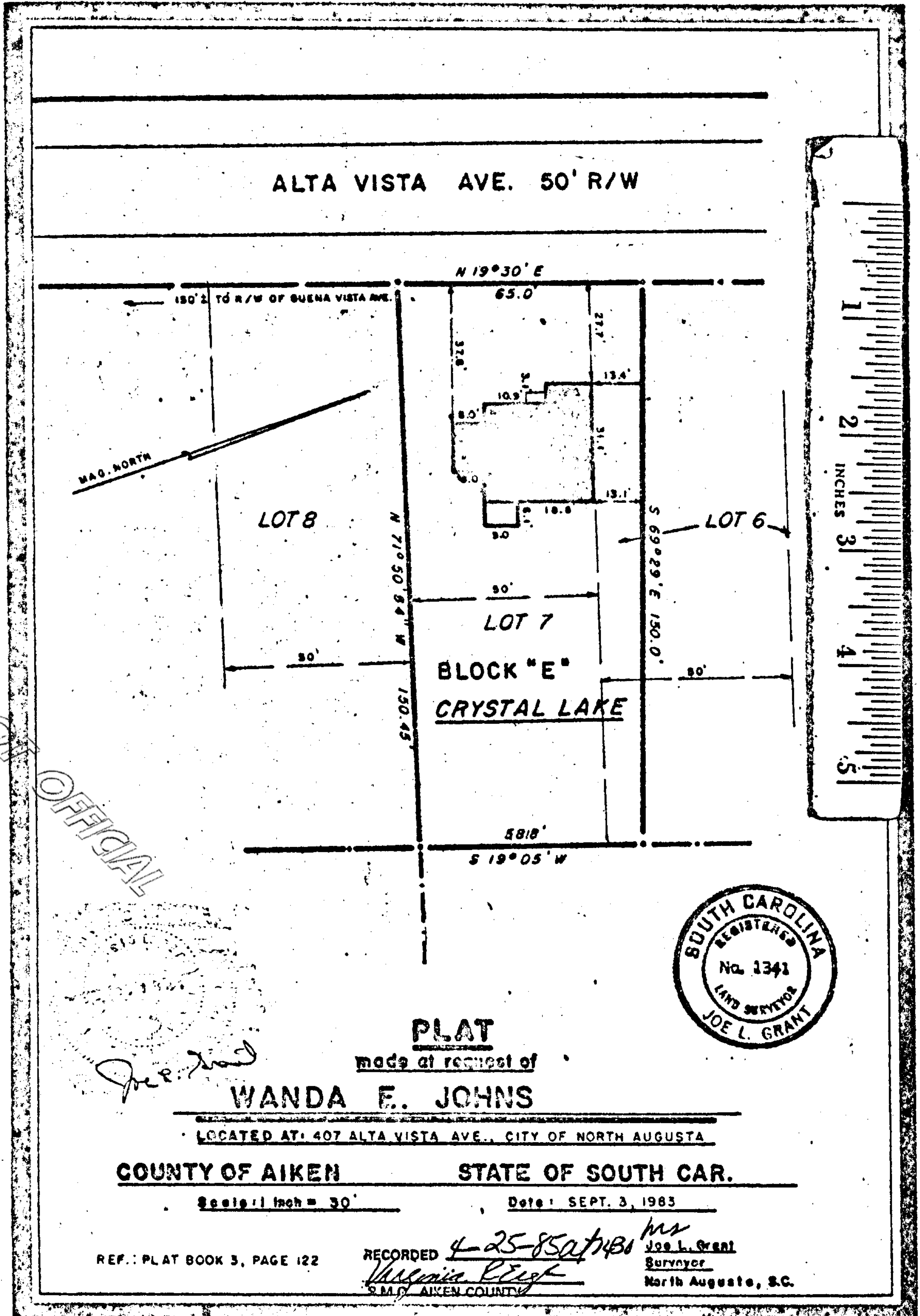
Sworn to and subscribed before me
this 23rd day of April, 1985.

Barbara A. Eubanks
Notary Public
Notary Public, South Carolina, State at Large
My Commission Expires Sept. 26, 1994

referred
RECORDED 4-25-85 at 1430hr
Virginia R. Couple
R.M.A. AIKEN COUNTY
By Carol J. Thomas

RETURNED TO: Paine, Dalis Smith & McCreath

ref deed Bl 805
Pg 3



NOT OFFICIAL

PLAT

made at request of

WANDA E. JOHNS

LOCATED AT: 407 ALTA VISTA AVE., CITY OF NORTH AUGUSTA

COUNTY OF AIKEN

STATE OF SOUTH CAR.

Scale: 1 inch = 30'

Date: SEPT. 3, 1983

REF.: PLAT BOOK 3, PAGE 122

RECORDED

4-25-8507430

Joe L. Grant
Surveyor

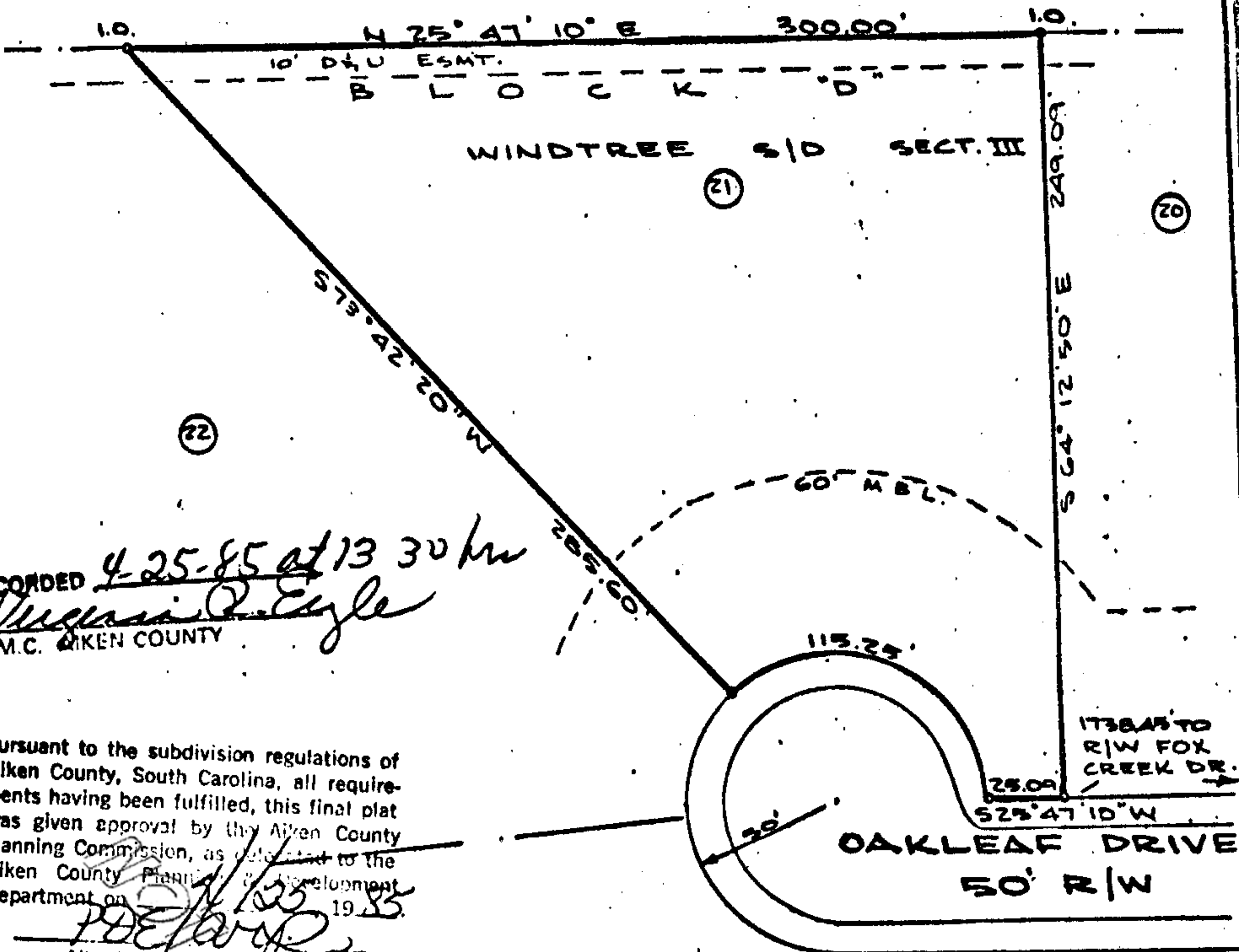
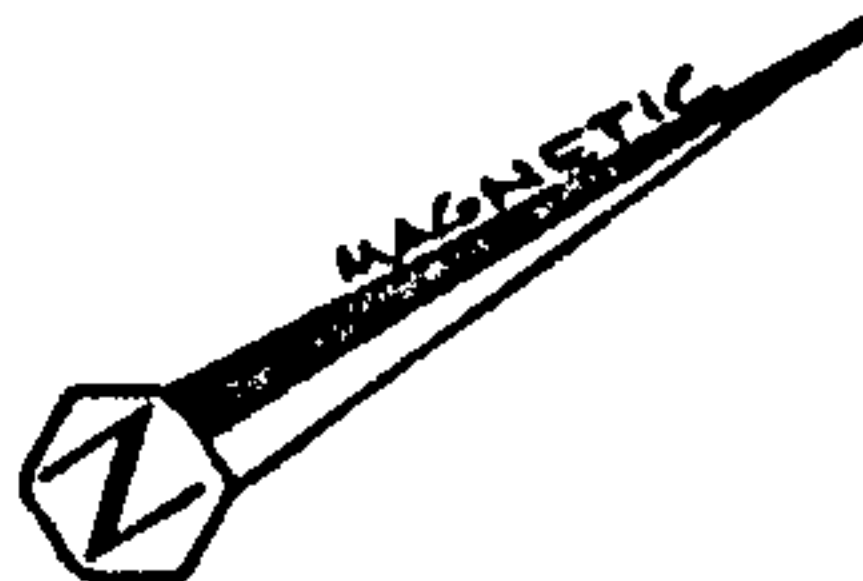
Virginia Reef
S.M.C. AIKEN COUNTY

North Augusta, S.C.

RETURNED TO: *Bellon & Weeks atty*



WINDTREE S/D
SECT. II

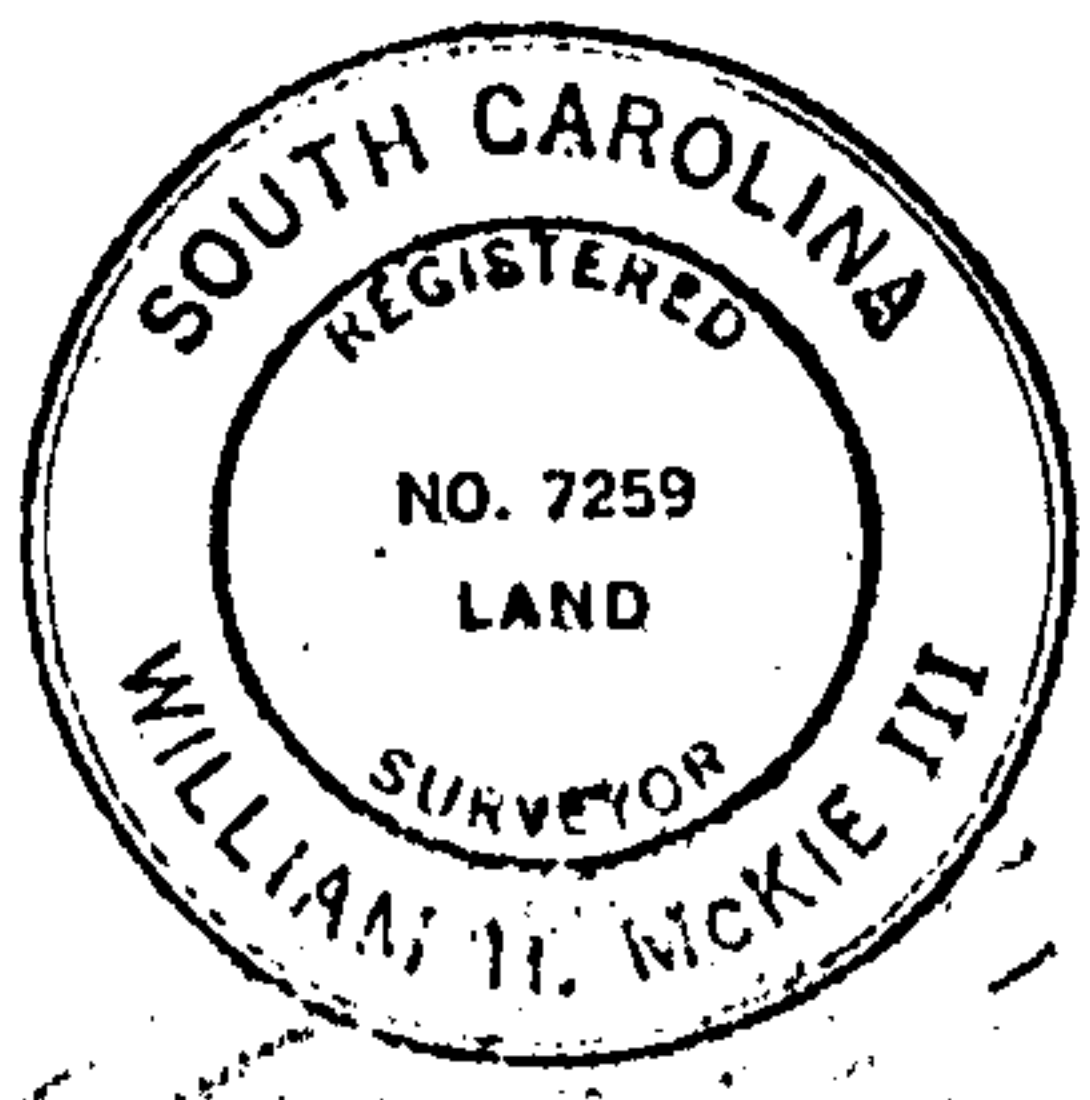


RECORDED 4-25-85 at 13 30 hr
William S. Egle
I.M.C. AIKEN COUNTY

Pursuant to the subdivision regulations of Aiken County, South Carolina, all requirements having been fulfilled, this final plat was given approval by the Aiken County Planning Commission, as attached to the Aiken County Planning & Development Department on 4/16/85 19 85
W. H. McKie III
Aiken County Planning & Development

I HEREBY CERTIFY THAT THE MEASUREMENTS AS SHOWN ARE CORRECT AND THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN

I CERTIFY THAT THIS PROPERTY DOES NOT FALL WITHIN THE FLOOD HAZARD AREA AS DETERMINED BY THE OFFICIAL F.I.A. FLOOD HAZARD MAP IN EFFECT AT THIS TIME.



Wm. H. McKie III

PLAT
FOR
WILLIAM S. & LANA E. ALEXANDER, JR
SHOWING
LOT 21, BLOCK "D" WINDTREE S/D SECT. III.
LOCATED NEAR N. AUGUSTA.
AIKEN COUNTY — SOUTH CAROLINA



SCALE:
1" = 60'
SURVEYED:
W. H. M.
DRAWN:
W. H. M.

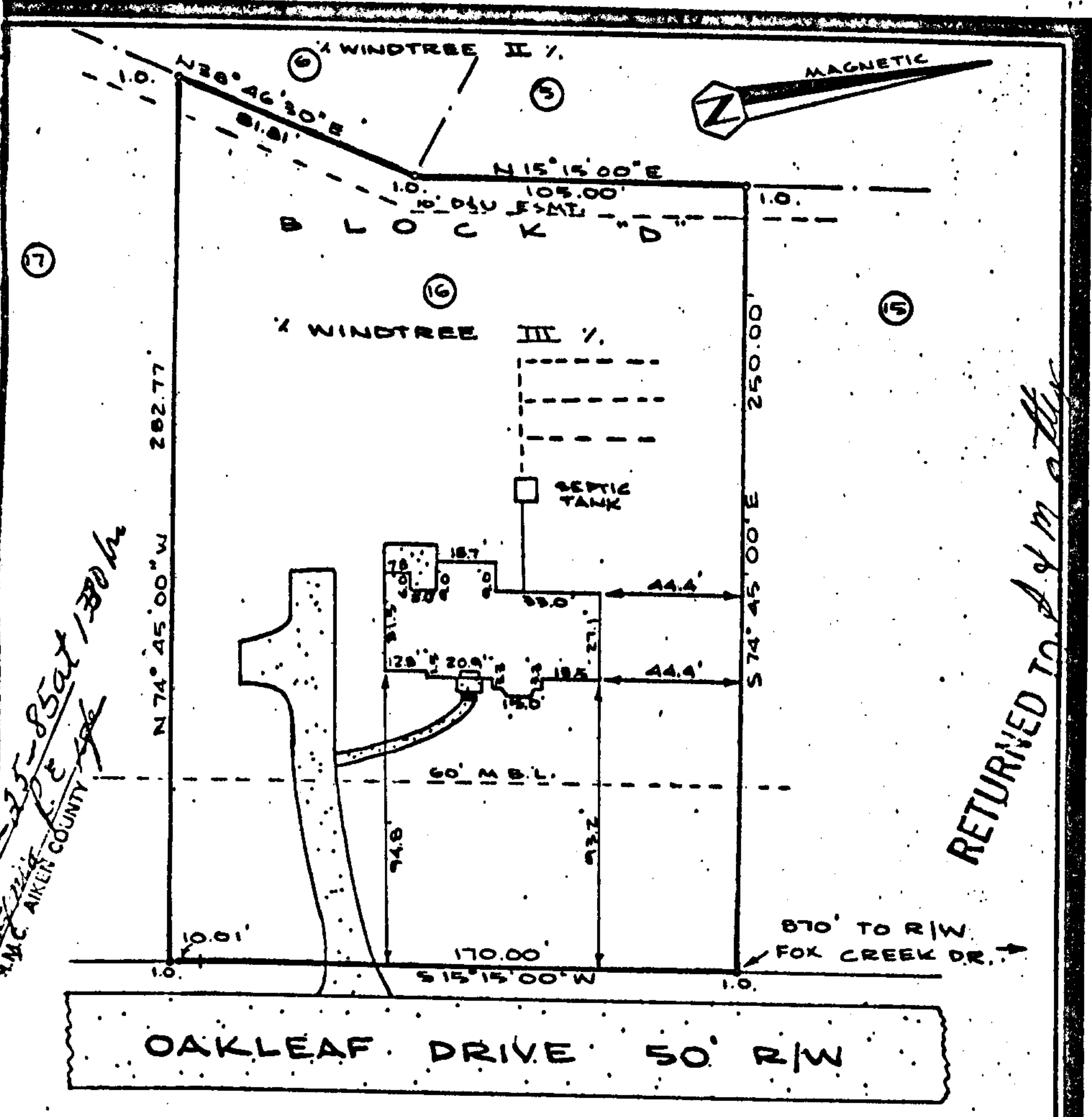
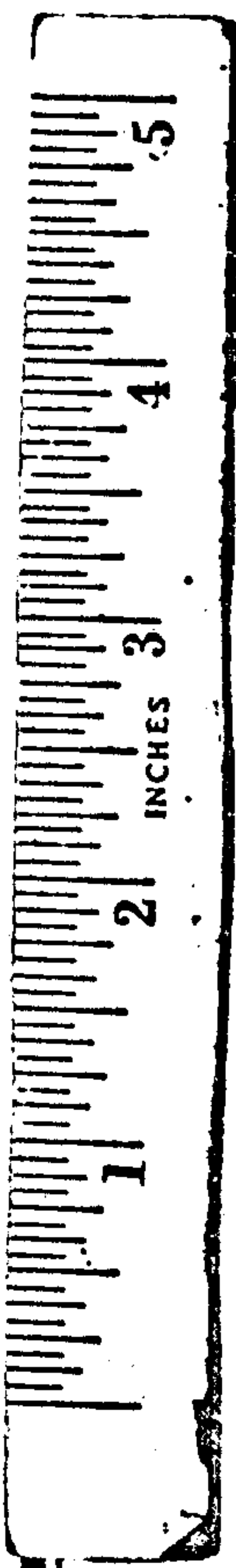
William H. McKie III
REGISTERED LAND SURVEYOR
NORTH AUGUSTA, SOUTH CAROLINA

DATE:
4/16/85
PROJECT NO.
—
SHEET NO.
—

Pursuant to the subdivision regulations of Aiken County, South Carolina, all requirements having been fulfilled, this final plat was given approval by the Aiken County Planning Commission, as delegated to the Aiken County Planning & Development Department on 4/23/85

P. DeClay
Aiken County Planning & Development Department

VOL 408 PAGE 139

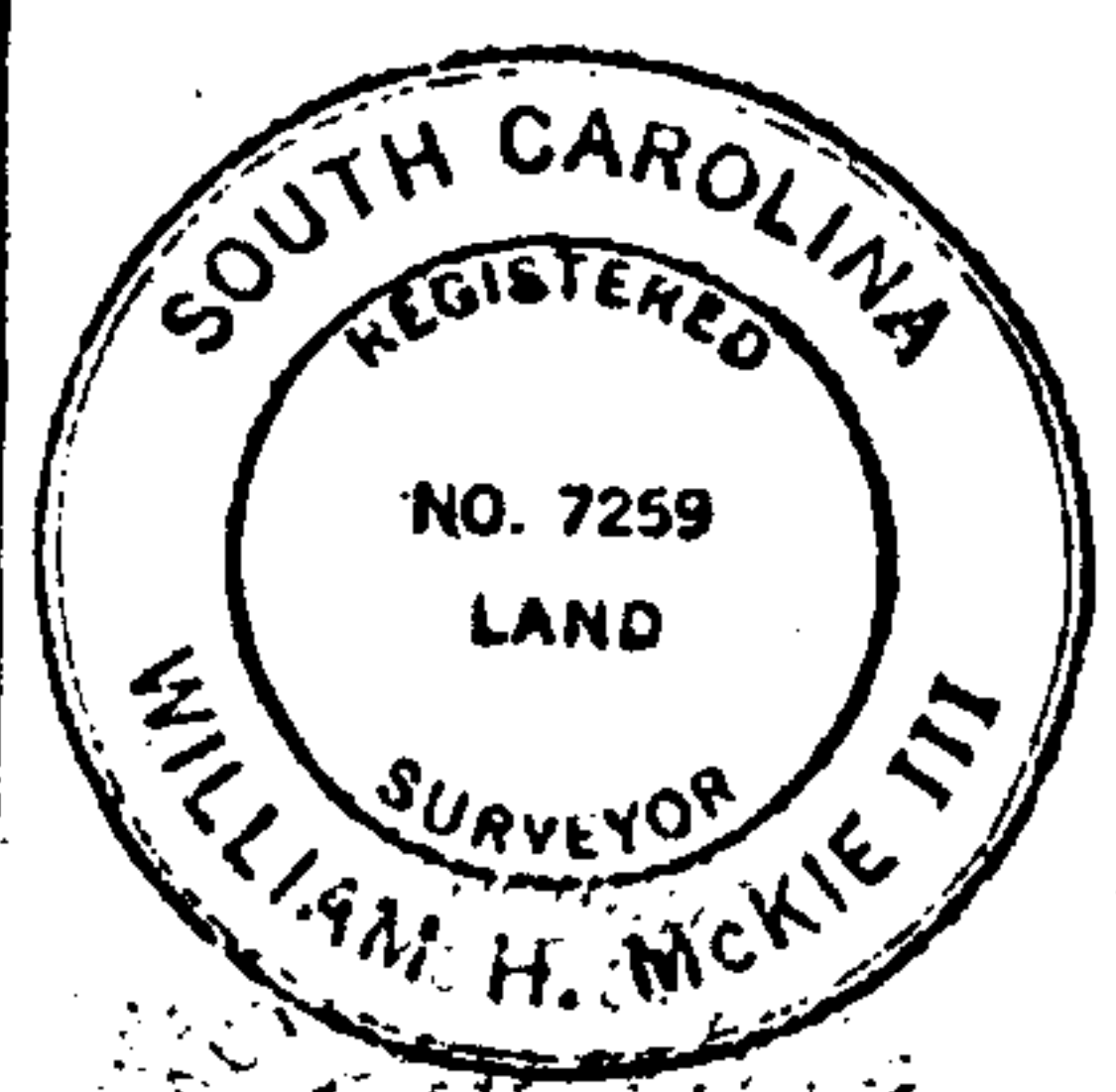


RECORDED 4-25-85 1380
R.M.C. AIKEN COUNTY

RETURNED TO *A. J. M. Miller*

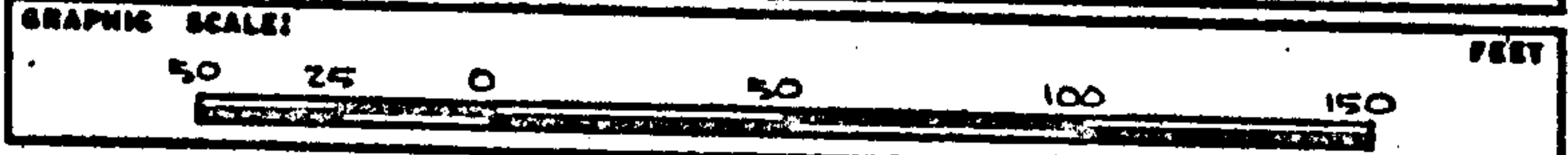
I CERTIFY THAT THIS PROPERTY DOES NOT FALL WITHIN THE FLOOD HAZARD AREA AS DETERMINED BY THE OFFICIAL F.I.A. FLOOD HAZARD MAP IN EFFECT AT THIS TIME.

I HEREBY CERTIFY THAT THE MEASUREMENTS AS SHOWN ARE CORRECT AND THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN



Wm. H. McKie III

PLAT
FOR
ROBERT K. & SHEILA N. ARMSTRONG, JR.
SHOWING
NO. 11 OAKLEAF DRIVE, LOT 16, BLOCK "D" WINDTREE III S/D. LOCATED NEAR N. AUGUSTA.
AIKEN COUNTY SOUTH CAROLINA

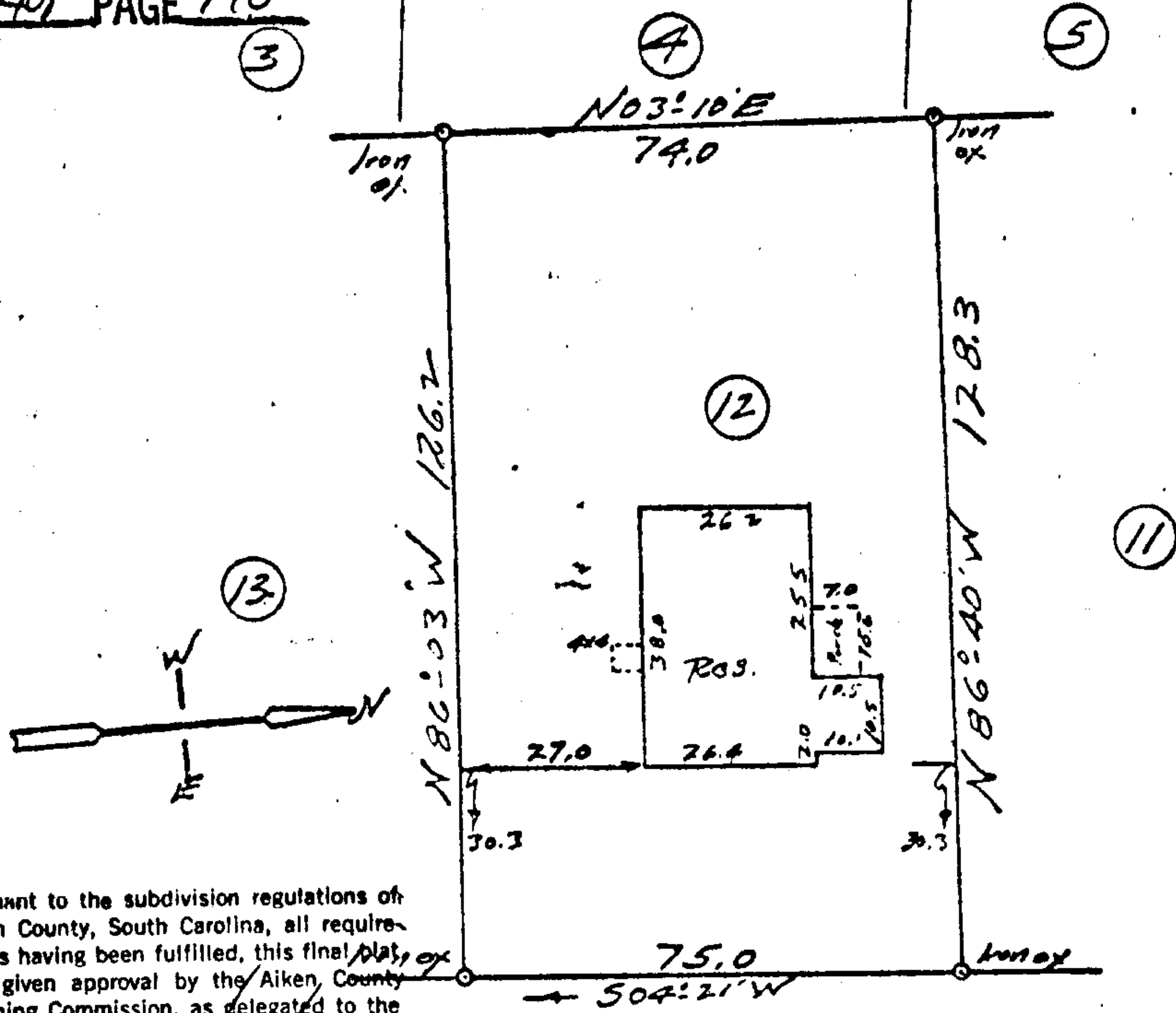


SCALE: 1" = 50'
SURVEYED: W.H.M.
DRAWN: W.H.M.

William H. McKie III
REGISTERED LAND SURVEYOR
NORTH AUGUSTA, SOUTH CAROLINA

DATE: 4/16/85
PROJECT NO.:
SHEET NO.:

NOT OFFICIAL



Pursuant to the subdivision regulations of Aiken County, South Carolina, all requirements having been fulfilled, this final plat, was given approval by the Aiken County Planning Commission, as delegated to the Aiken County Planning & Development Department on 4-25-85

Aiken County Planning & Development Department

SMALLRIDGE STREET
50' R/W

RECORDED 4-25-85 at 1330 hr
Virginia R. Edge
S.M.C. AIKEN COUNTY

PLAT
107 Smallridge Street

This is to certify that the measurements shown on this plat are correct and that there are no encroachments, projections or easements other than shown.

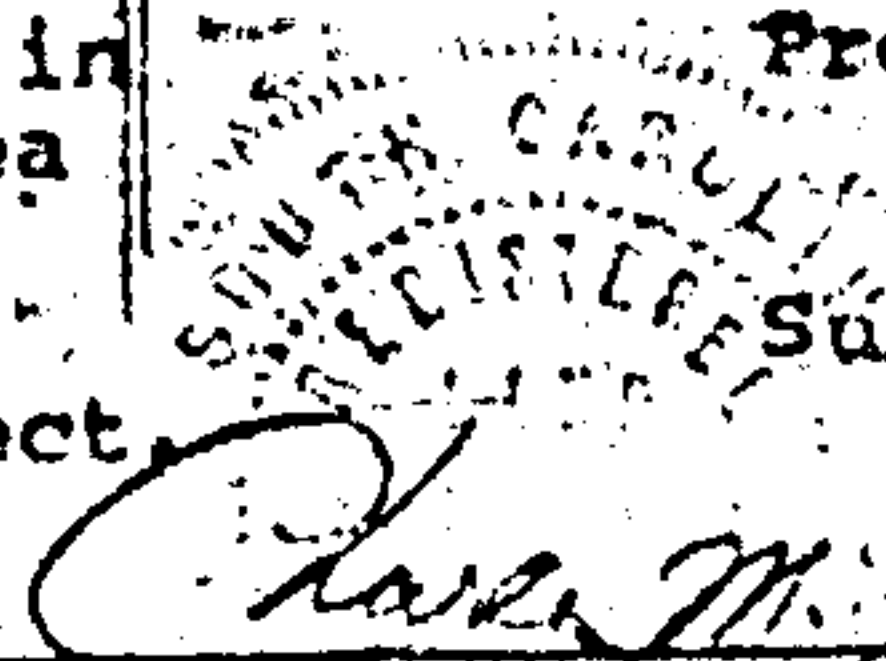
This tract is not in a flood hazard area as determined by the F.I.A. Flood Hazard Map in effect.

Lot 12, Block D, with improvements shown thereon, of SILVER BLUFF ESTATES, a residential subdivision located just South and West of The Aiken City Limits. Reference plat by Jones and Murph, dated June 12, 1952 and revised March 11, 1955, recorded in Plat Book 1, page 54.

County of: AIKEN
State of: SOUTH CAROLINA

Property of: JOHN D. ASHWORTH & LEAH H. ASHWORTH

Surveyed by: JONES AND MURPH
P. L. Surveyors
Aiken, S. C.



S.C. Rec. #712

SCALE: 1" = 30'

DATE: APRIL 24, 1985

RETURNED TO *d & m attys*

