

MISCELLANEOUS RECORD BOOK No. 38

of Meane Conveyance or Clerk of Court in each County in which the said Corporation shall have a business office.

Given under my hand and the seal of the state at Columbia, this 29th day of November in the year of Our Lord one thousand nine hundred and seventy-sixth year of the Independence of the United States of America.

(SEAL)

O Frank Thornton - Secretary of State

Recorded December 5, 1951 at 10: A.M. *Randolph Patterson* C.C.C.P. & U.S.

RESTRICTIONS, COVENANTS AND LIMITATIONS IMPOSED ON AIKEN ESTATES BY CORDY HOMES, INCORPORATED STATE OF SOUTH CAROLINA COUNTY OF AIKEN

For Amendment, see misc. 52, page 211  
For Amendment, see misc. 52, page 30  
(For Amendment see Misc. 38 page 601) (For Amendment see Misc. 53 page 151)  
For Amendment to Restrictive Covenants see Misc. 58, page 20  
For Agreement see misc. 64, page 236

For and In Consideration of the Mutual advantages to Cordy Homes, Incorporated, the owner and the purchasers of lots and homes in the development known as Aiken Estates, south of the city limits of the City of Aiken, Aiken County, State of South Carolina, the following restrictive covenants are hereby imposed on all of the lots in the Aiken Estates Development, as shown on a plat thereof made by Eugene R. Martini, Landscape Architect, under date of August 4th, 1951; and all lots hereafter sold in said Development will by reference hereto be subjected to these restrictions, covenants and limitations:

- (1) 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part;
- (2) 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;
- (3) 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;
- (4) No lot or any improvement thereon shall be used except for residential purposes;
- (5) No residence shall be erected on any lot to have less than one thousand (1,000.00) square feet of floor area exclusive of one-story open porches and garages; residence of more than one-story shall not have less than nine hundred (900) square feet of ground floor area;
- (5b) No fence shall be built enclosing the front portion of any lot in this development. Any fence on rear portion of lot shall not be over 3-1/2 ft. in height.
- (6) No building shall be located nearer to the front lot line or nearer to the side street line than thirty (30) feet and no building shall be located nearer than ten (10) feet to any interior lot line;
- (7) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat, and over the rear or side 7 1/2 feet of each lot;

## MISCELLANEOUS RECORD BOOK No. 38

- (8) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood;
- (9) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently;
- (10) No lot in this Development shall be subdivided into smaller lots; except upon consent in writing from Gordy Homes, Inc., or its successors;
- (11) Until such time as a sanitary sewer shall have been constructed to serve this subdivision, all sanitary facilities shall be within the house and connected to a septic tank sewage disposal system constructed in accordance with the requirements of the State Board of Health. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, drain or lake, unless it has first passed through an absorption field approved by the Health Authority.

Done at Aiken, S. C., this 2nd day of November, 1951.

Witnesses:

Lonnie A. Garvin  
Eadye Shorr

GORDY HOMES, INCORPORATED (CORPORATE SEAL)  
By. Chas. F.L. Hutchison, Secretary.

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

Personally appeared before me Eadye Shorr and made oath that she saw the within named Gordy Homes, Incorporated by Chas. F. L. Hutchison, its Secretary, sign, seal and as its act and deed, deliver the within-written Instrument for the uses and purposes therein mentioned, and that she, with Lonnie A. Garvin witnessed the execution thereof.

EADYE SHORR

Sworn to before me this 2nd  
day of November, 1951

Lonnie A. Garvin (L.S.) (N.P. Seal)  
Notary Public for South Carolina.

Recorded December 10th, 1951 at 3:15 P. M.

*Randolph P. Peterson* C.C.C.P. & G.E.  
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58-207

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN }

Recorded in Misc. Book , Page

WHEREAS, by instrument dated November 2, 1951, and recorded in Misc. Book 38 at page 330, in the Aiken County Clerk's Office, Gordy Homes, Inc., the owner of the development in Hitchcock Woods known as Aiken Estates imposed certain restrictive covenants contained in said instrument upon all of the lots in said Aiken Estates Development as shown upon a plat thereof made by Eugene R. Martini, Landscape Architect, and William G. Lyles, et al, Architects and Engineers, which said plat is recorded in Misc. Book 40 at page 15, in the Aiken County Clerk's Office; and

WHEREAS, certain amendments were made to said restrictive covenants by amendments dated and recorded as follows:

<u>Dated</u>	<u>Recorded</u>
March 19, 1952	Misc. Book 38, page 601
July 1952	Misc. Book 52, page 36
October 24, 1952	Misc. Book 52, page 21, and

WHEREAS, it is now the desire of Gordy Homes, Inc., and the owners of lots and homes in said development whose names appear below to amend said Restrictive Covenants as in hereinafter set forth for the benefit of the sub-division, the present owners thereof and for the further benefit of all future owners of said lots in said sub-division, now therefore,

FOR AND IN CONSIDERATION of the premises herein stated, and in furtuer consideration of mutual advantages to the present and future owners of the lots in said Aiken Estates Development, it is hereby mutually covenanted, contracted and agreed by and between the parties hereto, as follows, to wit:

(1) That in addition to previous restrictions enumerated above, all residences henceforth erected within this sub-division shall contain not less than 1100 square feet of living area, exclusive of attached porches, breezeways, garages, and carports.

(2) FURTHER, that this amendment shall not be applicable to the floor area required for Block A or Lots 1 and 2 of Block B, as

28. 58

P. 207

shown on the plot of the development recorded in Miss. Book 42 at page 113, said lots to continue at the original 1,000 square feet of living area minimum restriction. This exception is made in recognition of the smaller sized houses erected in an adjoining development, the intent being, however, that houses located on the side of Block A facing the Aiken Estates Development, i.e., Lots 3 through 12 should have carports, porches, breezeways or similar architectural refinements which more closely conform to the architecture of the Aiken Estates Development.

(3) THAT it is specifically agreed that no multiple residence units shall be erected within the sub-division, nor shall any single residence be remodeled at any time to provide additional, separate apartments within its walls for rental purposes.

(4) THAT no unattached buildings shall be erected on any lot within this sub-division and only one residence shall be erected on each lot within this sub-division.

(5) THAT no garbage or domestic trash shall be disposed of by burning or burying in such manner as to create a nuisance on any lot within this sub-division.

WITNESS THE HANDS AND SEALS OF THE PARTIES HERETO THIS 13TH DAY OF JULY, 1954.

Signed and delivered  
in the presence of:

s/ Mary E. deGeorge

s/ Charles E. Simons, Jr.

GORDY HOMES, INC.

By:

s/ E. S. Gordy  
E. S. Gordy, President

By:

s/ Charles F. L. Hutchison  
Charles F. L. Hutchison, Secretary

(SEAL)

(Corp Seal)

82-207A

MISCELLANEOUS RECORD BOOK No. 38

GORDY HOMES, INC. AND  
WALTER R. DIETZ, ADELE B. DIETZ  
DANIEL P. KNAKE, VICTORIA C. KNAKE  
AND  
GEORGIA RAILROAD BANK & TRUST CO. : AMENDMENT TO RESTRICTIVE COVENANTS.

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

Whereas, by instrument dated November 2, 1951, and recorded in Misc. Book 38 at page 330, in the Aiken County Clerk's Office, Gordy Homes, Inc. the owner of the development in Hitchcock Woods known as Aiken Estates, imposed certain restrictive covenants contained in said instrument upon all of the lots in said Aiken Estates development as shown upon a plat thereof made by Eugene R. Martini and William G. Lyles, et al, Architects, which is recorded in Misc. Book 40 at page 15 in the Aiken County Clerk's Office; and

Whereas, it is now the desire of Gordy Homes, Inc., Walter L. Dietz and Adele B. Dietz, Daniel P. Knake and Victoria C. Knake, who collectively own all of said lots in said Aiken Estates development, and Georgia Railroad Bank and Trust Company of Augusta, Georgia, which holds real estate mortgages over certain of said lots, to amend said restrictive covenants and to change certain of the building restriction lines as shown on said plat, as is hereinafter set forth, for the benefit of said subdivision, the present owners thereof, and for the further benefit of all future owners of the lots in said subdivision; now therefore

For and in consideration of the premises herein stated and in further consideration of the mutual advantages to the present and future owners of the lots in said Aiken Estates development, it is hereby mutually covenanted, contracted and agreed by and between the parties as follows, to wit:

- 1) That the restrictive covenants imposed upon the Aiken Estates development by instrument dated November 2, 1951, and recorded in Misc. Book 38 at page 330, in the Aiken County Clerk's Office, are hereby amended in the following particulars, to-wit: All of the lots in Block H of the plat of said development made by Eugene R. Martini, et al, which is recorded in Misc. Book 40 at page 15, in the Aiken County Clerk's Office, and all of the area shown on said plat as "reserved for shopping" if, and when, subdivided into lots, may be used for commercial purposes as well as for residential uses as set forth in the original restrictive covenants, it being specifically understood that churches and schools may be erected in said areas.
- 2) It is further mutually agreed by and between the parties hereto that the building restriction lines upon all of the lots in said development as shown upon the above mentioned plat shall be "that no building shall be located nearer to the front lot line or nearer to the side street line than thirty (30') feet;" thereby changing and amending the forty (40) foot building restriction line as shown upon said lots upon the plat of said development; it being specifically understood that said forty (40) foot building restriction line as shown on said plat on all of said lots is hereby changed to a thirty (30) foot building restriction line.

Witness the Hands and Seals of the parties hereto this 19th day of March, 1952.

Signed, sealed and delivered in the presence of:

Helen E. Mowery

Jimmie Conway as to  
Gordy Homes, Inc., Walter L. Dietz,  
Adele B. Dietz, Daniel P. Knake,  
Victoria C. Knake

GORDY HOMES, INC. (L.S.) (CORPORATE SEAL)  
By: E. S. Gordy, President

By: C.F.L. Hutchison, Secretary  
(Chas. F.)  
Walter L. Dietz (L.S.)  
Adele B. Dietz (L.S.)  
Daniel P. Knake (L.S.)  
Victoria C. Knake (L.S.)

## MISCELLANEOUS RECORD BOOK No. 38

Barbara A. Mulcay  
 Beatrice W. Lee  
 as to Georgia Railroad  
 Bank and Trust Company

GEORGIA RAILROAD BANK & TRUST CO.  
 BY: R. A. Blanchard, its Vice President  
 and Cashier.

STATE OF SOUTH CAROLINA  
 COUNTY OF AIKEN

Personally appeared before me Jimmie Conway who, being first duly sworn, says that she saw the within named Gordy Homes, Inc., by E. S. Gordy, its President, and C.F.L. Hutchison, its Secretary, Walter L. Dietz, Adele B. Dietz, Daniel P. Knake, and Victoria C. Knake, sign seal and as their act and deed deliver the within written amendment to Restrictive Covenants, and that he with Helen E. Mowery, witnessed the execution thereof.

Sworn to before me this  
 19th day of March, 1952.

Charles E. Simons, Jr. (L.S.) (N.P. Seal)  
 Notary Public for South Carolina.

Jimmie Conway

STATE OF GEORGIA  
 COUNTY OF RICHMOND

Personally appeared before me Barbara A. Mulcay, who, being first duly sworn, says that she saw the within named Georgia Railroad Bank and Trust Company, by R. A. Blanchard its Vice-President & Cashier, sign, seal and as its act and deed deliver the within written amendment to Restrictive Covenants, and that she with Beatrice W. Lee, witnessed the execution thereof.

Sworn to before me this  
 19th day of March, 1952.

Holl C. Templeton (L.S.) (N.P. Seal)  
 Notary Public, Richmond County, Georgia  
 My commission expires Sept. 27, 1952.

Barbara A. Mulcay

Recorded April 2nd, 1952 at 10:30 A. M.

*Russell Parkman* C.C.C.P. & G.S.

11111

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

FOR VALUE RECEIVED, We hereby transfer, assign, and set over under Federal National Mortgage Association, its Successors and Assigns, that certain mortgage in the principal sum of Seven Thousand Nine Hundred and No/100 (\$7,900.00) Dollars, executed by Raymond Thurston Stewart to The Commercial Bank and Trust Company of South Carolina, bearing date and recorded in Book 123, page 9, of Mortgages, Aiken County, South Carolina, on October 21, 1952.

IN WITNESS WHEREOF, We hereunto set our Hands and Seals this 21st. day of October, 1952.

THE COMMERCIAL BANK AND TRUST COMPANY OF (CORP)  
SOUTH CAROLINA (SEAL)

BY: L. C. Howell - Vice President

In the Presence of:

Marian Cooper

William Bryant Jennings

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Personally appeared before me, the undersigned Notary Public, Marian Cooper, who, being duly sworn, says that she saw The Commercial Bank and Trust Company of South Carolina, by L. C. Howell, Its Vice President, sign, seal, and as its act and deed, deliver the foregoing Assignment, and that she, with William Bryant Jennings, witnessed the due execution thereof.

Sworn to before me this 21st. day of October, 1952.

Marian Cooper

(N.P. Seal) William Bryant Jennings (L.S.)  
Notary Public for South Carolina  
My Commission expires at the pleasure of the Governor of South Carolina

Recorded October 25, 1952 at 9: A.M.

*Randolph Patterson* C.C.C.P. & C.S.  
BY: *Walter Jennings* DEPUTY CLERK

AIKEN }  
ESTATES }

AMENDMENT TO RESTRICTIONS

STATE OF SOUTH CAROLINA }  
COUNTY OF AIKEN }

AMENDMENT TO RESTRICTIVE COVENANTS

*Also addition  
MB 38 at p 601  
& Mar B. 52*

WHEREAS, by instrument dated November 2, 1951, and recorded in Misc. Book 38 at page 330, in the Aiken County Clerk's Office, Gordy Homes, Inc., the owner of the development in Hitchcock Woods known as Aiken Estates imposed certain restrictive covenants contained in said instrument upon all of the lots in said Aiken Estates Development as shown upon a plat thereof made by Eugene R. Martini, Landscape Architect, and William G. Lyle, et al, architects and Engineers, which said plat is recorded in Misc. Book 40 at page 15, in the Aiken County Clerk's Office; and,

WHEREAS, said Gordy Homes, Inc., et al, comprising all of the owners of lots in said subdivision, by an Amendment to Restrictive Covenants dated May 19, 1952, and recorded in Misc. Book 38 at page 601, amended said original Restrictive Covenants so that all of the property in Block N of said subdivision plat could be used for commercial as well as residential purposes; and further that the building restriction lines upon all of the lots in said development as shown upon the above mentioned plat, would be that no building shall be

located nearer to the front lot line or nearer to the side street line than 30 feet"; thereby eliminating the 40 foot building restriction line as shown upon some of the lots on said plat; and

WHEREAS, it is now the desire of Gordy Homes, Inc., Osgood W. and Florence V. R. Holt, Walter L. and Adele B. Dietz, John W. Eidschun, Daniel P. and Victoria C. Knake, John A. and Iryne N. Gregory, and Howard A. and Juliana B. Hansen, who own fee simple title to lots in said subdivision and Peter J. Moroz and Leona V. Moroz, James E. and Sara W. Demastes, Rupert L. and Ruth B. Wallace, Carl F. and Edna B. Horde, Wesley K. and Muriel L. Sinclair, Frank and Miriam W. Sampton, Chester H. and Frances J. Hinton, Edward J. Dennis, Lucius P. and Virginia P. Robertson, James L. Hyde, Robert W. and Phyllis G. Thompson, Otis and Elizabeth Coffman, Lester and Claire M. Ahrens, Philip H. Permar and Doris M. Permar, J. H. and Anna G. Herbert, George R. and Louise Ross McCauley, Kenneth W. and Margaret K. Rasmussen, Ivan and Kathryn St. John, Arthur and Irene Croll, who hold unrecorded Contracts of Sale and Purchase to other lots in said subdivision, together with Georgia Railroad Bank and Trust Company, a mortgagee over certain lots in said subdivision, to amend said Restrictive Covenants as in hereinafter set forth for the benefit of said subdivision, the present owners thereof and for the further benefit of all future owners of said lots in said subdivision, now therefore,

FOR AND IN CONSIDERATION of the premises herein stated, and in further consideration of the mutual advantages to the present and future owners of the lots in said Aiken Estates Development, it is hereby mutually covenanted, contracted and agreed by and between the parties hereto, as follows, to wit:

(1) That all of the parties hereto, being all of the owners of lots in said subdivision and all of the parties who own an interest in lots in said subdivision by virtue of Contracts of Sale and/or mortgage, hereby specifically contract and agree that the twenty foot public access road as shown on said plat leading from Evans Road to the area reserved for shopping between Lots 4 and 5 in Block N and also the twenty foot public access road as shown on said plat leading from Wheeler Drive to the Area reserved for shopping between Lots 9 and 10 in said Block N of said plat are hereby eliminated, removed and erased from said plat and said subdivision as effectually as if same had never been shown on said plat; it being specifically understood that these access roadways have never been opened up, and it is considered for the best interest of all present and future owners of lots in said subdivision the said roadways should not be opened up and developed inasmuch as a thirty foot buffer area of trees and shrubbery shall be located and maintained along Wheeler Drive, Sawyer Lane, Evans Road and Hitchcock Drive as a protection to all of the lots in said subdivision from the shopping area which is to be erected in Lot N of said subdivision.

WITNESS THE HANDS AND SEALS OF THE PARTIES

HERETO THIS 24th DAY OF OCTOBER, 1952.

Signed, and delivered

in the presence of:

Charles E. Simons, Jr.

Jimmie Conway

GORDY HOMES, INC. (CORP SEAL) (SEAL)

By: E. S. Gordy  
President

By: Chas F. L. Hutchison  
Secretary

Andrew F. Fritslen

Alice J. Fritslen

Osgood W. Hold

Florence V. R. Holt

Walter L. Dietz

Adele B. Dietz

John W. Eidschun

Daniel R. Knake 10-20-52



STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

RENUNCIATION OF DOWER

I, Marion B. Holman, a Notary Public of South Carolina, do hereby certify unto all whom it may concern, that Mrs. Fannie N. Burton the wife of the within-named DeWit Burton did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named A. J. Collins, his heirs and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released. Given under my hand and seal this 28th day of October Anno. Domini 1952.

Marion B. Holman (L.S.)  
Notary Public of S. S.

Fannie N. Burton

Recorded October 29th 1952 at 10: A.M. *Randolph Patterson* C.C.C.F. & G.S.

AMENDMENT TO RESTRICTIONS  
OF  
GORDY HOMES, INC.  
AND  
AIKEN ESTATES

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN

AMENDMENT TO RESTRICTIVE COVENANTS

WHEREAS, by instrument dated November 2, 1951, and recorded in Misc. Book 38 at page 330, in the Aiken County Clerk's Office, Gordy Homes, Inc., the owner of the development in Hitchcock Woods known as Aiken Estates imposed certain restrictive covenants contained in said instrument upon all of the lots in said Aiken Estates Development as shown upon a plat thereof made by Eugene R. Martini, Landscape Architect, and William G. Lyles, et al, Architects and Engineers, which said plat is recorded in Misc. Book 40 at page 15, in the Aiken County Clerk's Office; and

WHEREAS, said Gordy Homes, Inc., et al, comprising all of the owners of lots in said subdivision, by an Amendment to Restrictive Covenants dated May 19, 1952, and recorded in Misc. Book 38 at page 601, amended said original Restrictive Covenants so that all of the property in Block N of said subdivision plat could be used for commercial as well as residential purposes; and further that the building restriction lines upon all of the lots in said development as shown upon the above mentioned plat, would be "that no building shall be located nearer to the front lot line or nearer to the side street line than 30 feet"; thereby eliminating the 40 foot building restriction line as shown upon some of the lots on said plat; and; and

WHEREAS, it is now the desire of Gordy Homes, Inc., to convey Lots Nos. 4, 5, and 6 in Block N on said subdivision plat to Southeastern District The Lutheran Church-Missouri Synod a corporation body chartered in the District of Columbia, for the purpose of erecting a