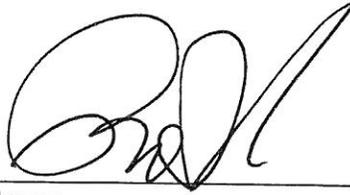


RESOLUTION NO.: R-2004-043

*Authorizing execution and adoption of Restrictive Covenants for
1624 and 1630 Catawba Street*

BE IT RESOLVED by the Mayor and City Council that the City Manager is hereby authorized to sign the attached Restrictive Covenants for 1624 and 1630 Catawba Street, and that same are adopted as of August 18, 2004.

Requested by:



Mayor

Approved by:



City Manager

ATTEST:

Approved as to form:



City Attorney



City Clerk

Introduced: 8/18/2004
Final Reading: 8/18/2004

ORIGINAL
STAMPED IN RED

5. Architectural Controls: In order to maintain a high level of residential development, to assure that all houses and other structures are of appropriate size and are harmonious in design, properly located in relationship to neighboring structures and adapted to the terrain of each lot, the Grantor herein retains full architectural control. Accordingly no building, out-building, fence, wall, garage or structure of any kind or alterations or additions or substantial change of exterior appearance thereto shall be erected or placed on any lot until the complete plan, specifically proposed design and location thereof on the lot shall have been submitted to the Grantor or its duly designated representative for approval. Such approval shall be determined by consideration of the workmanship, materials, harmony of exterior design with existing structures, and location with respect to topography and grade. PROVIDED, HOWEVER, that if approval or disapproval is not given within thirty (30) days after plans and specifications are submitted, or no notice of violation is sent to enjoin construction commenced prior to completion thereof, or no Certificate of Compliance is issued within thirty (30) days after such has been requested in writing, it shall be presumed that the party has fully complied with this restriction.

6. Offensive Activities: No noxious or offensive activity shall be carried on upon either lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the community. No animals or poultry shall be kept or maintained on any lot other than a domesticated dog or house cat. No system or equipment for the disposal of sewage from said lot shall be used except the public sewerage system. Outdoor burning of trees, leaves, trash or rubbish of any kind is specifically prohibited. 7.

7. Fences, Walls and Signs: No fences, coping, or retaining walls shall be erected or maintained on either of the said lots without first obtaining the written consent of Grantor or its duly designated representative as referred to in Paragraph 5.

8. Temporary Structures: No trailer, basement, tent, shack, mobile home, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

9. Unsightly Materials: No litter or other material of an unsightly nature including plant life, not natural to a well-kept and sightly neighborhood, will be retained or allowed to remain on any of the said lots. If such litter or other material is found on any of the said lots, the same shall be removed by the lot owner, at the lot owner's expense, upon written request of Grantor, or its duly designated representative. Upon the failure of the said lot owner to remove such litter or other material within ten (10) days after written notice has been given, Grantor shall have the right to remove said litter or other material and the expenses of such removal shall be paid by the said lot owner. The lot, property and premises shall be kept clean at all times.

10. Parking: Two (2) off-street parking spaces are required on each lot.

11. Damage: Any damage to the sidewalk, street, curbing or street trees at any time and particularly during construction, will be repaired at the owner's expense. Repairs will be made in accordance with instructions from the City of Columbia Engineering Department and must be satisfactory to that Department.

12. Grantor's Right to Amend: The Grantor reserves the right to amend these restrictions from time to time as it may see fit in the best interest of the properties.

13. Grantor's Right to Modify: The provisions contained in Paragraph 4 herein shall be construed to be for the benefit of the said Grantor who reserves the right to modify same at will.

14. Period or Term: 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 thirty (30) years from the date these covenants are recorded, after which time the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of both lots has been recorded, agreeing to a change in said covenants, either in whole or in part.

15. City Ordinances Supercede: These restrictions and covenants are not intended to supplant the rules, regulations and ordinances of the City of Columbia, South Carolina, as now established, and as modified from time to time, which affect these properties. If these restrictions conflict with the City ordinances, the rules, regulations and ordinances of the City of Columbia, South Carolina, shall prevail and take precedence.

16. Enforcement: Grantor or either lot owner may enforce these restrictions by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. Severability: 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.

IN WITNESS WHEREOF, The City of Columbia has caused these presents to be executed in its name by its City Manager this 20th day of August, 2004.

IN THE PRESENCE OF:

Valerie R. Smith
Valerie D. Ayler

City of Columbia
BY: [Signature]
City Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named City of Columbia by its City Manager, sign, and as the Act and Deed of the said City deliver the within written Restrictive Covenants, and that (s)he with the other witness whose name appears above witnessed the execution thereof.

SWORN to before me this 5/11th)

day of August, 2004.)

Michael D. Moore)

Notary Public for S.C.)
My Commission Expires: 5/21/2012)

Valerie R. Smith

Exhibit A

All those certain pieces, parcels or lots of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, shown and designated as #1624 and #1630, each consisting of .115 acres, on a plat of 1624 & 1630 Catawba Street prepared for City of Columbia by David S. Sharpe dated March 1, 2004, recorded in Plat Book _____ at Page _____ in the Office of the Register of Deeds for Richland County.

Derivation as to lot #1624: this is the identical property heretofore conveyed by the following deeds:

- (a) Deed undivided one-twentieth (1/20) interest from Stephanie Nathan Tootle recorded in the Office of the ROD for Richland County in Book 699 at Page 462;
- (b) Deed undivided one-twentieth (1/20) interest from Warren V. Nathan recorded in the Office of the ROD for Richland County in Book 699 at Page 464;
- (c) Deed undivided one-twentieth (1/20) interest from Jeanette N. Cooper recorded in the Office of the ROD for Richland County in Book 699 at Page 466;
- (d) Deed undivided one-twentieth (1/20) interest from Woodrow S. Nathan Jr. recorded in the Office of the ROD for Richland County in Book 699 at Page 467;
- (e) Deed undivided one-fifth (1/5) interest from Ivory Nathan recorded in the Office of the ROD for Richland County in Book 699 at Page 469;
- (f) Deed undivided one-fifth (1/5) interest from Caroline Nathan Serveance in the Office of the ROD for Richland County in Book 699 at Page 471;
- (g) Deed undivided one-fifth (1/5) interest from Francina D. Jackson in the Office of the ROD for Richland County in Book 699 at Page 473;
- (h) Deed undivided two-forty fifth (2/45) interest from Zachary Dunlap and Priscilla D. Coleman in the Office of the ROD for Richland County in Book 699 at Page 475;
- (i) Deed undivided one-forty fifth (1/45) interest from Joyce Dunlap, Frank Dunlap III, Joseph Dunlap and Althea Dunlap in the Office of the ROD for Richland County in Book 699 at Page 477;
- (j) Deed undivided two-fifteenth (2/15) interest from Catherine Dunlap, Yvonne Dunlap, Althea D. Watt and Gary Dunlap in the Office of the ROD for Richland County in Book 699 at Page 479;
- (j) Corrective deed undivided one-forty fifth (1/45) interest from Althea D. Watts in the Office of the ROD for Richland County in Book 699 at Page 482.

Derivation as to lot #1630: this is the identical property conveyed to the City of Columbia by deed of Howard N. Brown, Joseph E. Brown and Floyd E. Brown recorded in the office of the ROD for Richland County in Book 643 at Page 802.

TMS #: portion of 11306-03-07 and 11306-03-08