

# Not an official copy of the Deed Restrictions for North Springs Neighborhood

**While this is not an official copy of the Deed Restrictions, it is a governing document of the Association.**

(1) No structure shall be erected on this lot other than one single family dwelling and detached or attached garage of similar design, including servants quarters, if desired, and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family.

(2) No lot referred to herein shall be subdivided or reduced in size without the written consent of the Grantor.

(3) No noxious or offensive activity shall be carried on upon this lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No hogs, goats, poultry, cows, or horses which shall constitute a nuisance or cause unsanitary conditions, or any undesirable situation to any neighboring property shall be permitted or maintained on this lot: and nothing shall be done or any condition permitted on said lot which shall pollute the waters of any lake, stream or pond, in or near Northsprings Subdivision.

(4) No temporary structures, mobile homes, or garage apartments shall be erected or parked upon the lot.

(5) No automobiles, trucks, motor-bikes, motor-scooters, mini-bikes, motor-cycles or other vehicles shall be operated on this lot, on the roads and streets within the Northsprings Subdivision or on the parkways or common areas within said subdivision except by a properly licensed, fully insured driver who uses said vehicle for transportation to or from his dwelling, and in no case will loud, obnoxious or unmuffled vehicles be used on the streets of said subdivision.

(6) The use of motor boats, other than small electric motors, on the lake within the subdivision is prohibited unless authorized in writing by the Grantor and approved in writing by a majority of the owners of the lots bordering on such lake.

(7) No building, fence or structure of any kind shall be

erected, placed or altered on the lot hereby conveyed until the building plans, specifications, design and plot plan showing the location of the building, fence, or structure on this lot have been approved by the Grantor, or an architectural committee appointed or approved by Grantor, in writing, as to conformity in size, type and quality, and as to harmony of design with existing structures in the area, and as to location of the building, fence, or structure with respect to topography and finished ground elevations.

(8) No "Sale" or "Rent" signs or other billboards of any kind shall be permitted on this property, except in a case of hardship, one "For Sale" sign, not larger than two (2) feet by three (3) feet may be installed where there is a dwelling house for sale on the property.

(9) No clothes lines, exposed garbage containers or other unsightly objects are to be erected or used on the property except where they are screened from the streets, lakes, adjoining properties or general view.

(10) No trucks or commercial vehicles or commercial equipment of any kind are to be garaged or stored on the lots.

(11) An easement is reserved unto the Grantor herein over five (5) feet along the side line of each lot and over the front five (5) feet and rear ten (10) feet on each lot for utility installations, utility rights-of-way and maintenance thereof, as well as drainage installations, drainage rights-of-way and maintenance thereof. If sewer lines are to be installed along the rear of this lot, in accordance with plans prepared by Tetterton & Riddick, Inc., Surveyors, then it may necessitate some encroachment upon the lot in excess of the ten-foot easement for utilities as mentioned above, and an easement is reserved for the installation and maintenance of such sewer lines, not to exceed twenty-five (25) feet.

(12) It is understood and agreed that the streets and roadways within the Northsprings Subdivision have been deeded to the County and that the lake, tennis courts, recreational areas, parks and all other common properties within the subdivision that are not deeded to individual lot owners will be deeded to an Association of the property owners within the subdivision and that each property owner will be bound

by the Declaration of Covenants & Restrictions of the Northsprings Property Owners Association and Northsprings, Inc., dated June 20, 1975 and recorded in the R.M.C. Office for Richland County June 23, 1975 in Deed Book D-350, page 942 and will pay his share of all expenses, for extra maintenance of said streets as shall be determined by the Association for tennis courts, recreational areas, parks and other common property, together with all other necessary expenses, including liability insurance, the amount of such charges per property owner to be set initially by Grantor herein and as soon as organized thereafter by the Association. Grantee herein agrees that he will become a member of such Association when organized, will be subject to all rules and regulations which the Association shall enact, and will pay his share of all such expenses as may be assessed by Grantor or by the Association, said assessments being presently set at \$3.00 per month for lot owners and \$6.00 per month for homeowners, with homeowners to be assessed at two (2) times the rate as lot owners.

A. It is further understood and agreed that Grantor shall retain the right to do all proper and necessary maintenance to the streets, parks, lake and other common areas as it shall deem necessary and to charge such costs to the property owners or their Association on a pro-rata basis as provided hereinabove; provided, that should the said property owners or their Association fail to properly maintain the streets and roadways within the Subdivision, then Grantor herein shall have the right to cause such streets and roadways to be deeded over to the County or other public body.

B. Any maintenance or repairs necessary for the lake or dam shall be borne one-half ( $\frac{1}{2}$ ) by property owners thereon on a per lot basis and one-half ( $\frac{1}{2}$ ) by other property owners within the Northsprings Subdivision who shall have lake privileges through the common areas or beaches.

(13) All sewerage disposal shall be through the sewer collection and disposal system to be installed and owned by Seller and to be approved by the S.C. Department of Health and Environmental Control, with a reasonable sewer connection charge to be due and payable prior to each cap and a reasonable sewer service charge to be due on a periodic basis, such charges now being set at \$300.00 per sewer connection and \$3.00

per month for sewer service.

A. It is understood that the City of Columbia, with the assistance and cooperation of landowners within the Crane Creek watershed, is attempting to obtain funding necessary to run a sewer outfall line up Crane Creek to the Northsprings Subdivision with Grantor to turn the sewer system in Northsprings over to the City at that time. Grantee herein agrees that at such time as the City shall take over the sewer system of Northsprings, that all sewer service charges shall be due and payable to the City as may be required at that time.

B. It is further understood that Seller has pre-subscribed to a number of sewer taps from the City of Columbia, and that after such time as the City shall take over the sewer system of Grantor all tap fees shall continue to be payable to Grantor at the rates as provided hereinabove until Grantor shall direct otherwise; provided, that Grantee shall be required to pay tap fees either to Grantor or to the City, and never to both.

(14) It is understood and agreed between the parties hereto that the hereinabove described property is sold as is and Grantor shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of streets after said streets have been dedicated to the County, except as provided on the plans approved by the Richland County Planning Commission.

AND IT IS UNDERSTOOD AND AGREED that the said conditions, covenants and restrictions shall be appurtenant to and run with the said premises; and that in the event of the violation of any of the said conditions, covenants and restrictions, the said Grantor, its successors or assigns, shall have the right of abatement and the right to enforce compliance by injunction or any other appropriate legal action.

IT IS UNDERSTOOD AND AGREED that these covenants, conditions and restrictions are made solely for the benefit of the Grantor and the Grantee herein and may be changed at any time by mutual consent, in writing, of the parties hereto, their heirs, successors or assigns.