

**Lots/Acres/Farms** (Active)**Area:** 15/3**Media:** 5V\***MLS#:** 803455**LP:** \$ 299,000**Subdivision:** Liberty Hill4720 Betty Davis RD  
York , SC 29745**Type:** Lot**Tax Loc:** York**County:** York**SCHOOLS****Elementary:** Bethel Clover**Middle:** Crowders Creek**High:** Clover**PROPERTY****Approx Lot Dimension:** 52x653x355x525**Approx. Acres:** 2.2214**Tax Value:** \$ 200,000**Parcel ID:** 554-00-00-032**Legal:** Lot# 7 Liberty Hill**Deed Ref:** 7482-92**Zoning:** RES**Price/Acre:** \$ 134,599**Lot Description:** Waterfront, Waterview**HOA Fee:** \$**HOA Mgmt:****HOA Phone:****DESCRIPTION****Can Be Divided:** No**Outbuildings:** No**Dwelling:** No**Minimum SqFt to Build:** 2400**Exterior Features:** Boat Slip**Water/Sewer:** None**Restrictions:****Proposed Foundation:** Basement, Crawl Space**Restrictions:** Manufactured Home Not Allowed, Modular Not Allowed, Square Feet**Additional Info:****Community Features:****DIRECTIONS****Directions:** From Charlotte: Hwy 49 South thru Lake Wylie. Left on Hwy 274. Left on Liberty Hill Rd. Left on Betty Davis. See sign in cul-de-sac. Shared driveway.**REMARKS**

Can't decide between a peaceful cove or a spectacular main channel view? This lot offers the best of both! Water frontage of 135' with big view of the main channel, PLUS 300' shoreline on the other side of the lot, with boat dock &amp; deep water to enjoy swimming &amp; peaceful recreation. 2.3 acres with lots of trees, low SC taxes, excellent schools. See virtual tour.

Properties reported may be listed or sold by various participants in the MLS.

This information may be subject to errors and should be verified by the user.

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**Prepared By:** David Coone, **Wed, Jan 7, 2009 06:36 PM**



- a. One story dwellings shall be not less than 2400 square feet of heated living area.
- b. Two story dwellings shall be not less than 2400 square feet of heated living area.
- c. One and one half story dwellings shall be not less than 2400 square feet of heated living area.
- d. No building shall be erected unless it is completely underpinned with solid brick, brick or stone covered block, or stucco covered foundation.
- e. Roofs, except for dormers, shall be of not less than eight inch pitch, and not less than 12 inch overhang, and shall be covered in asphalt shingles, terra cotta tile, pre-painted corrugated metal roofing, wood shingles, or fiberglass shingles.
- f. Exterior surfaces of any building shall be stucco, brick, stone, wood, composite, or shingle siding only. Vinyl may be used as trim, but not cover more than 10% of exterior surface.
- g. Exteriors of all houses and structures must be completed within one year after the commencement of construction

4. Approval of Plans. Construction shall not commence upon any lot unless and until the plans and specifications including exterior color and site location for the dwelling or outbuilding to be built upon said lot shall have first been submitted to and approved by LWMO, LLC or its successors and assigns. LWMO, LLC, its successors or assigns has the right at anytime to declare the necessity for "Approval of Plans" to be null and void and of no further force and effect.

5. No noxious or offensive trade or activity shall be carried on upon the property or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No substance, thing, or material shall be kept upon the property that will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of the surrounding property. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the property or in any residential dwelling or outbuilding except that dogs, cats, or other household pets may be kept or maintained provided they are not kept, bred or maintained for commercial purposes.

6. No buildings or site improvements shall be erected within fifty (50) feet of the official Duke Power Company project boundary for Lake Wylie, except access structures which connect the property improvements to waterfront or water access facilities for the subject property which have been properly constructed and permitted by Duke Power's Land Management officials. All shoreline improvements, stabilization or other activity within this fifty-foot setback shall comply with all Duke Power and York County requirements for such construction.

7. No property shall be allowed to have denuded areas which are not protected from offsite drainage of sediment by appropriate silt fencing (as specified by county standards), and no denuded areas shall be allowed to remain, in the absence of the ongoing construction of a dwelling, for a period of more than thirty days, without being stabilized by grassing, plantings, or other soil stabilization measures. All construction activities on any dwelling or accessory structure shall be completed within twelve months from issuance of the building permit for same, and any unstabilized soil surrounding a construction site shall be stabilized within thirty days after completion of the associated structure.

8. No temporary residences or buildings of a temporary nature shall be allowed to remain on any lot.

9. Satellite dishes must be 18" or less. No freestanding radio or television towers or antennas shall be allowed to remain on any lot.

10. No chain link or wooden fence, or brick or stone wall, may be erected nearer the front lot line of a lot than the front face of the dwelling. No wooden fences, or brick or stone walls, greater than six (6) feet in height are permitted. Chain link fences may not exceed five (5) feet in height.

11. Any swimming pool shall be located behind the rear wall of the residential dwelling and must be screened from view of adjoining property owners by means of landscaping or attractive screening material.

12. No trucks larger than three-quarters ton (3/4), no tractor trailer rigs (as a unit or individual components thereof), and no buses shall be parked or stored on any tract or street except in the normal course of making deliveries or providing services to the tract. Any recreational vehicle unit, boat, trailer, or camper trailer must be parked so as to be screened from the adjoining property.

13. No lot shall be subdivided by sale or otherwise as to reduce the lot area shown on the map, except adjacent property owners may make a small adjustment to lot lines between themselves (not to exceed 10% of lot size).

14. Seller hereby reserves unto itself and any successors in title, a ten-foot easement extending into the subject lot from all side property lines for utility, drainage or any other improvements which may be required by public or private authorities. Further, a fifteen (15) foot easement for the same purposes shall be retained along any right of way upon which the property has a boundary.

15. No owner of said property shall have any claim or cause of action against Seller, its affiliates or its licensees arising out of the exercise or non-exercise of any easement or other right reserved hereunder or referred to herein except in cases of wanton or willful misconduct. No delay or failure on the part of Seller to invoke an available remedy in respect to a violation, of any provision contained herein or referred to herein shall be held to be a waiver by Seller of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.

16. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless and 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.

17. ENFORCEMENT. 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.

18. SEVERABILITY. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed these Restrictive and Protective Covenants as of the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Witnesses:

LWMO, LLC

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