

5-23-90 Modification to Restrictions Vol C 279 page 139-41
8-14-90 Modification C-283 page 153 c 283 - 279 cc

P.O. Box 31417 11.00
Charleston, S.C. 29407
STATE OF SOUTH CAROLINA

VOL C240 PAGE 359

RESTRICTIVE COVENANTS
&
EASEMENTS

COUNTY OF BERKELEY

TO ALL WHOM THESE PRESENTS SHALL CONCERN, Farmington,
Incorporated, doing business as The Berkeley Company, its Successors
or Assigns, SENDTH GREETINGS:

WHEREAS, The Berkeley Company is the owner of a development
known as "CARRIAGE CROSSING AT SANGAREE" situated in the County of
Berkeley and State of South Carolina, and The Berkeley Company has
agreed to establish a general plan of development, with respect to
that portion of "CARRIAGE CROSSING AT SANGAREE", as shown on a plat
thereof by Sirrine Environmental Consultants, Inc., Engineers, C.E.
& L.S. dated May 31, 1988, entitled "Plat Showing Lots 1 through 4,
38 and Lots 40 through 52 and lots 76 through 82 Carriage Crossing
Subdivision owned by The Berkeley Company which Plat is of record in the Office
of the Clerk of Court for Berkeley County in Plat Cabinet H at Page 55

NOW THEREFORE, in consideration of the mutual benefits
to be derived from the Restrictive Covenants set forth below:

KNOW ALL MEN BY THESE PRESENTS, That in consideration of
the premises The Berkeley Company for itself and its Successors or
Assigns, agrees with all persons, firms or corporations, acquiring
any of the property shown on the Plat, hereinabove referred to
collectively as "restrictions", relating to the use and occupancy
thereof, which said restrictive covenants running with the Title to
the lots, as shown on the Plat hereinbefore referred to, and
shall inure to the benefit of and be binding upon the Heirs,
Successors or Assigns of the acquiring parties or person:

RESTRICTIONS

1. DESCRIPTION OF PROPERTY RESTRICTED. The property
which is made subject to these restrictions are those numbered lots
delineated on a Plat of Carriage Crossing at Sangaree, by Sirrine
Environmental Consultants, Inc., Engineers, C.E. & L.S., dated
and recorded in the Office of the Clerk of Court for Berkeley County,
South Carolina in Plat Cabinet H at Page 55

RECORDED
DATE 4-12-90
BY 7-11-88
[Signature]
CLERK OF COURT

The lots made subject to these restrictions are as follows: Lots 1 through 4, 38 and Lots 40 through 52 and Lots 76 through 82 a portion of Carriage Crossing Subdivision. Only the lots, as described above, are made subject to these Restrictions set forth in this Declaration.

2. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. No form of combined business and residential use shall be made of any building or lot, including the storage or parking, either temporarily or permanently, of any commercial equipment or vehicles.

3. SETBACK AND BUILDING LINES. No building shall be located on any lots nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid over-crowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify Owner of its determination within thirty (30) days after receipt of Owner's site plan

recommendation, Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade. All utility companies must be notified before construction is started.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the minimum building setback line to the rear property line. Fences shall not extend beyond the actual building fronts. Construction side of fence shall face the interior of the lot.

d. Minor Deviations. Setback provisions herein prescribed may be altered by The Berkeley Company whenever, in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

e. Subdivision of Lots. No portion of any lot shall be sold or conveyed except that a vacant lot may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lot as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

f. Corner Lots. The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets.

g. Porches, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structures shall be approved by The Berkeley Company.

h. Exteriors. All residences and outbuildings shall be of brick veneer, wood, vinyl or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for

The garage or other structures erected on the premises. In the event other materials are favored for the exterior of outbuildings, and receive proper approval, they shall blend harmoniously with the main structure.

i. Driveways. At the time of house construction, each builder shall install a concrete driveway from the edge of street pavement to the garage, carport or turning area for a minimum width of ten (10) feet.

j. Sidewalks. At the time of house construction, each builder shall install a concrete sidewalk the entire distance of said lot front and in the case of a corner lot for the entire distance of both sides. Sidewalks shall be a minimum of four (4) feet wide, and shall be located within the right of way.

4. APPROVAL OF PLANS. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to The Berkeley Company. The Berkeley Company shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

5. AREA REQUIREMENTS. The living areas of the main structure, exclusive of the open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 1,200 square feet.

6. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except that where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity, unless otherwise extended by The Berkeley Company.

7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS AND DELIVERY RECEPTACLES. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.

8. USE OF OUT BUILDINGS AND SIMILAR STRUCTURES. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently, provided this paragraph shall not be construed to prevent the Builders from using sheds or other temporary structures during construction.

9. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to owners premises unless on a leash.

10. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITIES SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written permission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring lots, roads, streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

11. ANTENNA. No radio or television transmission towers or antenna shall be erected on the restricted property and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line on any house. Other television receivers, such as (Satellite dish types), shall be confined to the rear of the lot, mounted low to the ground, of a harmonious color, with rear yard enclosed with a six (6) foot privacy fence, and receive approval of installation from The Berkeley Company, its Successors or Assigns.

12. TRAILERS, TRUCKS, SCHOOL BUSES, BOAT TRAILERS.

No house trailer or mobile home, or habitable motor vehicles of any kind school busses, trucks (other than "pick-ups") or other commercial vehicles, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages. Boats and recreational vehicles maybe parked in the rear of the yard only if concealed by a six (6) foot privacy fence.

13. PROHIBITION OF NUISANCE. No noxious or offensive trade or activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The definition of noxious or offensive trade or activity shall include but not be limited to such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperable vehicles for the purpose of parts salvage, repairing or servicing vehicles other than those vehicles proven to be in regular use by the lot owner, etc.; maintaining any sort of open air storage of appliances such as stoves, refrigerators, etc.

14. UNSIGHTLY MATERIALS. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pick up by governmental or similar garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any weeds, underbrush or other unsightly growth, then The Berkeley Company, or its Successors or Assigns, may enter upon such property five (5) days after posting a notice thereon, requesting the owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the owner's expense. No such entry shall be deemed a trespass. The Berkeley Company's notice shall be sufficient, if it states in substance:

"Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

Should any residence, or outbuilding be damaged by fire, explosion, or act of God, said residence and/or outbuilding shall be

fully restored to its former appearance within six (6) months, or shall be torn down and all rubble or debris removed from the lot in like period. The Berkeley Company reserves the right to itself and/or Sangaree Special Tax District to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots. No signs or sign boards of any description shall be displayed on any lot with the exception of those reading "For Sale" or "For Rent" or appropriate signs of any Realtor who may handle the property. Said signs shall not exceed six (6) square feet in size:

With exception, Builders may install temporary signs up to sixteen (16) square feet on model homes or designated display homes.

15. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

16. WELLS. No individual water supply and/or sewerage disposal system shall be permitted except for irrigation.

17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors or Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such 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. For the purpose of this covenant, The Berkeley Company, its Successors or Assigns, reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

An easement is further reserved by The Berkeley Company for itself, the Builder or Builders that own a lot or lots in Carriage Crossing Subdivision, individual lot owners in Carriage Crossing Subdivision or any Garden Club or Civic Organization that may be established in and for Carriage Crossing Subdivision, a sign easement along and over the corner of Lot 1 and Lot 38 as shown on the recorded plat of said subdivision. Those aforementioned, shall have the right to enter upon, on and around the entrance sign easement for the express purpose of certain maintenance, repair and/or improvements to entrance signs and repair or replacement of shrubs, bedding plants, straw and/or other landscape materials that may be incidental to insure a neat, attractive, well-kept, continuous, on-going, integral part of Carriage Crossing Subdivision. Those who benefit from these easements are, entitled to but not obligated to perform the tasks as stated.

18. USE OF SAMPLE HOUSES. A builder, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a sample house or sample houses for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house or houses for display purposes, shall not be construed as a violation of the residential provisions of these restrictions.

19. DOCUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, *P.O. Box 31417*
Charleston South Carolina 29402, or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICABILITY. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plan, hereinabove referred to. However, The Berkeley Company's intention is to continue a general plan of development in the Carriage Crossing Portion of Sangaree. Partial plats are recorded at times due to government and economic factors only and is not intended to reflect an inconsistency from one plat to the next.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any preceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and eigher to prevent it or them from doing so or recover damages or other dues for such violation.

22. COVENANTS RUN WITH THE LAND. These restrictions and covenants shall run with the land for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them from the date of this instrument after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of fifty-one (51%) percent of the number of lots shown on the above referred to Plat has been recorded terminating these covenants or any part thereof. PROVIDED, HOWEVER, that if a governmental authority or municipality having jurisdiction over the area enacts and enforces zoning, building codes and ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.

23. INVALIDATION. Invalidation of any of these covenants

by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the Hand and Seal of the parties heretobefore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this the 11th day of July A.D. 1988.

SIGNED, SEALED AND DELIVERED

FARMINGTON, INCORPORATED d/b/a

IN THE PRESENCE OF

The Berkeley Company

J. Marietta Griffin

BY: John L. Thomas
John L. Thomas
Assistant Vice President

Harriett K. Hartnett

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

PERSONALLY appeared before me J. Marietta Griffin, who made oath that she/he saw the within parties by the above executing officer in the aforesaid capacity sign, seal, and as his/her act and deed, deliver the within written instrument, and that she/he with Harriett K. Hartnett witnessed the execution thereof.

J. Marietta Griffin

SWORN to before me this 11 th day of July A.D. 1988.

Harriett K. Hartnett (SEAL)
Notary for South Carolina
My Commission expires: 8/2/88

W D & W 4.00

RECEIVED & RECORDED
Hour 2:05 Minute 00
Book 129 Page 242

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

RESTRICTIVE COVENANTS
AUG 15 1979
RUTH T. MITCHUM
REGISTER MESNE CONVEYANCE

WHEREAS, Farmington, Incorporated, doing business as THE BERKELEY COMPANY, is the owner of a tract of land located in Sangaree, the County of Berkeley, State of South Carolina, shown on a plat by H. P. Tompkins, Jr., P. E. and R. L. S., entitled PLAT OF A 25.07 ACRE TRACT OF LAND SURVEYED FOR THE BERKELEY COMPANY, prepared on August 1, 1979, and recorded in Plat Book ^{File} (Blind 1), page 16 in the office of the Clerk of Court for Berkeley County, South Carolina; and

WHEREAS, The Berkeley Company desires to impress and restrict the property shown on said Plat with a restrictive covenant for the benefit of The Berkeley Company, its successors and assigns, and the future owners of the property, their heirs, successors, and assigns.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the property as shown on the Plat referred to above shall be conveyed, subject to the following restrictive covenants; which said covenants shall run with the land.

No building shall be maintained within twenty (20) feet of any side property line with another owner, provided, however, if the "old road bed" lying to the southwest of the property is upgraded to a paved and publicly dedicated and maintained road, then the building restriction shall be thirty-five (35) feet from such road right-of-way.

IN WITNESS WHEREOF, FARMINGTON, INCORPORATED has caused these presents to be executed by its duly authorized officer, this 10th day of August, A.D. 1979.

SIGNED, Sealed and Delivered
In the Presence of:

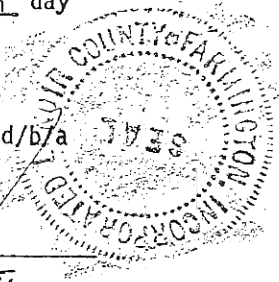
Mary D. Gardner
Witness

Elizabeth A. Cobwell
Witness

FARMINGTON, INCORPORATED d/b/a
The Berkeley Company

By: [Signature]
As its Vice President

By: [Signature]
Assistant Secretary



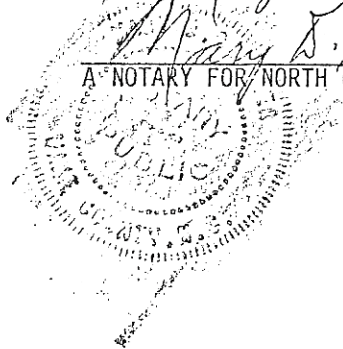
STATE OF NORTH CAROLINA)

COUNTY OF WAKE)

PERSONALLY appeared before me Elizabeth A. Colwell, who made oath that she saw the within named parties by the above executing officer in the aforesaid capacity sign, seal, and as his act and deed, deliver the within written instrument, and that she with Mary D. Gadsden witnessed the execution thereof.

SWORN to before me this 10th day of August, A.D. 1979.

Mary D. Gadsden
A NOTARY FOR NORTH CAROLINA



Elizabeth A. Colwell

My commission expires: 10/29/79

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

C-23d page 03
RESTRICTIVE COVENANTS
&
EASEMENTS

TO ALL WHOM THESE PRESENTS SHALL CONCERN, Farmington, Incorporated, doing business as The Berkeley Company, its Successors or Assigns, SENDTH GREETINGS:

WHEREAS, The Berkeley Company is the owner of a development known as "CARRIAGE CROSSING AT SANGAREE" situated in the County of Berkeley and State of South Carolina, and The Berkeley Company has agreed to establish a general plan of development, with respect to that portion of "CARRIAGE CROSSING AT SANGAREE", as shown on a plat thereof by Serrine Environmental Consultants, Inc., Engineers, C.E. & L. S. dated January 15, 1988, entitled "Plat Showing Lots 5 through 12 and Lots 33 through 38 Carriage Crossing Subdivision owned by The Berkeley Company which Plat is of record in the Office of the Clerk of Court for Berkeley County in Plat Cabinet 6 at Page 348.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Restrictive Covenants set forth below:

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the premises The Berkeley Company for itself and its Successors or Assigns, agrees with all persons, firms or corporations, acquiring any of the property shown on the Plat, hereinabove referred to collectively as "restrictions", relating to the use and occupancy thereof, which said restrictive covenants running with the Title to the lots, as shown on the Plat hereinbefore referred to, and shall inure to the benefit of and be binding upon the Heirs, Successors or Assigns of the acquiring parties or person:

RESTRICTIONS

1. DESCRIPTION OF PROPERTY RESTRICTED. The property which is made subject to these restrictions are those numbered lots delineated on a Plat of Carriage Crossing at Sangaree, by Serrine Environmental Consultants, Inc., Engineers, C.E. & L.S., dated January 15, 1988 and recorded in the Office of the Clerk of Court for Berkeley County, South Carolina in Plat Cabinet 6 at Page 348.

CERTIFIED TRUE COPIES OF
RECORD IN THIS COUNTY 1-22-88
[Signature]
Register of the Conveyance
Berkeley County, South Carolina

RECORDED
4:30 pm
1-22-88
[Signature]
REGISTER

The lots made subject to these restrictions are as follows: Lots 5 through 12 and Lots 33 through 38 a portion of Carriage Crossing Subdivision. Only the lots, as described above, are made subject to these Restrictions set forth in this Declaration.

2. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. No form of combined business and residential use shall be made of any building or lot, including the storage or parking, either temporarily or permanently, of any commercial equipment or vehicles.

3. SETBACK AND BUILDING LINES. No building shall be located on any lots nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify Owner of its determination within thirty (30) days after receipt of Owner's site plan.

recommendation, Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade. All utility companies must be notified before construction is started.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the minimum building setback line to the rear property line. Fences shall not extend beyond the actual building fronts. Construction side of fence shall face the interior of the lot.

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h. Exteriors. All residences and outbuildings shall be of brick veneer, wood, vinyl or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for

the garage or other structures erected on the premises. In the event other materials are favored for the exterior of outbuildings, and receive proper approval, they shall blend harmoniously with the main structure.

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j. Sidewalks. At the time of house construction, each builder shall install a concrete sidewalk the entire distance of said lot front and in the case of a corner lot for the entire distance of both sides. Sidewalks shall be a minimum of four (4) feet wide, and shall be located within the right of way.

4. APPROVAL OF PLANS. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to The Berkeley Company. The Berkeley Company shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

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7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS AND DELIVERY

RECEPTACLES. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.

8. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES.

No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently, provided this paragraph shall not be construed to prevent the Builders from using sheds or other temporary structures during construction.

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No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to owners premises unless on a leash.

10. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND

UTILITIES SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written permission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring lots, roads, streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

11. ANTENNA.

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12. TRAILERS, TRUCKS, SCHOOL BUSES, BOAT TRAILERS.

No house trailer or mobile home, or habitable motor vehicles of any kind, school busses, trucks (other than "pick-ups") or other commercial vehicles, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages. Boats and recreational vehicles may be parked in the rear of the yard only if concealed by a six (6) foot privacy fence.

13. PROHIBITION OF NUISANCE. No noxious or offensive trade or activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The definition of noxious or offensive trade or activity shall include but not be limited to such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperable vehicles for the purpose of parts salvage, repairing or servicing vehicles other than those vehicles proven to be in regular use by the lot owner, etc.; maintaining any sort of open air storage of appliances such as stoves, refrigerators, etc.

14. UNSIGHTLY MATERIALS. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pick up by governmental or similar garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any weeds, underbrush or other unsightly growth, then The Berkely Company, or its Successors or Assigns, may enter upon such property five (5) days after posting a notice thereon, requesting the owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the owner's expense. No such entry shall be deemed a trespass. The Berkeley Company's notice shall be sufficient, if it states in substance:

"Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

Should any residence, or outbuilding be damaged by fire, explosion, or act of God, said residence and/or outbuilding shall be

fully restored to its former appearance within six (6) months, or shall be torn down and all rubble or debris removed from the lot in like period. The Berkeley Company reserves the right to itself and/or Sangaree Special Tax District to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots. No signs or sign boards of any description shall be displayed on any lot with the exception of those reading "For Sale" or "For Rent" or appropriate signs of the building contractor during the period of construction or appropriate signs of any Realtor who may handle the property. Said signs shall not exceed six (6) square feet in size:

With exception, Builders may install temporary signs up to sixteen (16) square feet on model homes or designated display homes.

15. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

16. WELLS. No individual water supply and/or sewerage disposal system shall be permitted except for irrigation.

17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors or Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of

C232 pg 10

the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, The Berkeley Company, its Successors or Assigns, reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

An easement is further reserved by The Berkeley Company for itself, the Builder or Builders that own a lot or lots in Carriage Crossing Subdivision, individual lot owners in Carriage Crossing Subdivision or any Garden Club or Civic Organization that may be established in and for Carriage Crossing Subdivision, a sign easement along and over the corner of Lot 1 and Lot 38 as shown on the recorded plat of said subdivision. Those aforementioned, shall have the right to enter upon, on and around the entrance sign easement for the express purpose of certain maintenance, repair and/or improvements to entrance signs and repair or replacement of shrubs, bedding plants, straw and/or other landscape materials that may be incidental to insure a neat, attractive, well-kept, continuous, on-going, integral part of Carriage Crossing Subdivision. Those who benefit from these easements are, entitled to but not obligated to perform the tasks as stated.

18. USE OF SAMPLE HOUSES. A builder, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a sample house or sample houses for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house or houses for display purposes, shall not be construed as a violation of the residential provisions of these restrictions.

CA 32, 2/11

19. DOCUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, 110 Parkway Boulevard, Summerville, South Carolina 29483, or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICABILITY. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plan, hereinabove referred to. However, The Berkeley Company's intention is to continue a general plan of development in the Carriage Crossing Portion of Sangaree. Partial plats are recorded at times due to government and economic factors only and is not intended to reflect an inconsistency from one plat to the next.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any preceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and eigher to prevent it or them from doing so or recover damages or other dues for such violation.

22. COVENANTS RUN WITH THE LAND. These restrictions and covenants shall run with the land for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them from the date of this instrument after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of fifty-one (51%) percent of the number of lots shown on the above referred to Plat has been recorded terminating these covenants or any part thereof. PROVIDED, HOWEVER, that if a governmental authority or municipality having jurisdiction over the area enacts and enforces zoning, building codes and ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.

C232, 12

23. INVALIDATION. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the Hand and Seal of the parties heretobefore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this the 22 day of Jan. A.D. 1988.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

FARMINGTON, INCORPORATED d/b/a
The Berkeley Company

Pat Robbins

BY: John L. Thomas
John L. Thomas
Assistant Vice President

L. Tallulah Shealy

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

PERSONALLY appeared before me Pat Robbins, who made oath that she/he saw the within parties by the above executing officer in the aforesaid capacity sign, seal, and as his/her act and deed, deliver the within written instrument, and that she/he with Tallulah Shealy witnessed the execution thereof.

Pat Robbins

SWORN to before me this 22nd
day of January A.D. 1988.

L. Tallulah Shealy (SEAL)
Notary for South Carolina

My Commission expires: 6-17-93

The Berkeley Company 11-00
110 Parkway Blvd
Denville, N.C.
29483

VOL C236 PAGE 138
RESTRICTIVE COVENANTS
&
EASEMENTS

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

TO ALL WHOM THESE PRESENTS SHALL CONCERN, Farmington,
Incorporated, doing business as The Berkeley Company, its Successors
or Assigns, SENDTH GREETINGS:

WHEREAS, The Berkeley Company is the owner of a development
known as "CARRIAGE CROSSING AT SANGAREE" situated in the County of
Berkeley and State of South Carolina, and The Berkeley Company has
agreed to establish a general plan of development, with respect to
that portion of "CARRIAGE CROSSING AT SANGAREE", as shown on a plat
thereof by Serrine Environmental Consultants, Inc., Engineers, C.E.
& L.S. dated April 18, 1988, entitled "Plat Showing Lots 13 through
16 and Lots 29 through 32 and lots 39, 67, 83 and 84 Carriage Crossing
Subdivision owned by The Berkeley Company which Plat is of record in the Office
of the Clerk of Court for Berkeley County in Plat Cabinet G at Page 397

NOW THEREFORE, in consideration of the mutual benefits
to be derived from the Restrictive Covenants set forth below:

KNOW ALL MEN BY THESE PRESENTS, That in consideration of
the premises The Berkeley Company for itself and its Successors or
Assigns, agrees with all persons, firms or corporations, acquiring
any of the property shown on the Plat, hereinabove referred to
collectively as "restrictions", relating to the use and occupancy
thereof, which said restrictive covenants running with the Title to
the lots, as shown on the Plat hereinbefore referred to, and
shall inure to the benefit of and be binding upon the Heirs,
Successors or Assigns of the acquiring parties or person:

RESTRICTIONS

1. DESCRIPTION OF PROPERTY RESTRICTED. The property
which is made subject to these restrictions are those numbered lots
delineated on a Plat of Carriage Crossing at Sangaree, by Serrine
Environmental Consultants, Inc., Engineers, C.E. & L.S., dated
and recorded in the Office of the Clerk of Court for Berkeley County,
South Carolina in Plat Cabinet G at Page 397

RECORDED _____
TIME 2:50 pm
DATE 4-26-88
Russell J. Mitchell
CLERK OF COURT

The lots made subject to these restrictions are as follows: Lots 13 through 16 and Lots 29 through 32 and Lots 39, 67, 83 and 84 a portion of Carriage Crossing Subdivision. Only the lots, as described above, are made subject to these Restrictions set forth in this Declaration.

2. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. No form of combined business and residential use shall be made of any building or lot, including the storage or parking, either temporarily or permanently, of any commercial equipment or vehicles.

3. SETBACK AND BUILDING LINES. No building shall be located on any lots nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid over-crowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify Owner of its determination within thirty (30) days after receipt of Owner's site plan.

recommendation, Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade. All utility companies must be notified before construction is started.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the minimum building setback line to the rear property line. Fences shall not extend beyond the actual building fronts. Construction side of fence shall face the interior of the lot.

d. Minor Deviations. Setback provisions herein prescribed may be altered by The Berkeley Company whenever, in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

e. Subdivision of Lots. No portion of any lot shall be sold or conveyed except that a vacant lot may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lot as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

f. Corner Lots. The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets.

g. Porches, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structures shall be approved by The Berkeley Company.

h. Exteriors. All residences and outbuildings shall be of brick veneer, wood, vinyl or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for

The garage or other structures erected on the premises. In the event other materials are favored for the exterior of outbuildings, and receive proper approval, they shall blend harmoniously with the main structure.

i. Driveways. At the time of house construction, each builder shall install a concrete driveway from the edge of street pavement to the garage, carport or turning area for a minimum width of ten (10) feet.

j. Sidewalks. At the time of house construction, each builder shall install a concrete sidewalk the entire distance of said lot front and in the case of a corner lot for the entire distance of both sides. Sidewalks shall be a minimum of four (4) feet wide, and shall be located within the right of way.

4. APPROVAL OF PLANS. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plants and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to The Berkeley Company. The Berkeley Company shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

5. AREA REQUIREMENTS. The living areas of the main structure, exclusive of the open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 1,200 square feet.

6. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except that where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity, unless otherwise extended by The Berkeley Company.

7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS AND DELIVERY

RECEPTACLES. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.

8. USE OF OUT BUILDINGS AND SIMILAR STRUCTURES.

No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similiar nature shall be used as a residence either temporarily or permanently, provided this paragraph shall not be construed to prevent the Builders from using sheds or other temporary structures during construction.

9. LIVESTOCK.

No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to owners premises unless on a leash.

10. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND

UTILITIES SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written permission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring lots, roads, streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

11. ANTENNA.

No radio or television transmission towers or antenna shall be erected on the restricted property and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line on any house. Other television receivers, such as (Satellite dish types), shall be confined to the rear of the lot, mounted low to the ground, of a harmonious color, with rear yard enclosed with a six (6) foot privacy fence, and receive approval of installation from The Berkeley Company, its Successors or Assigns.

12. TRAILERS, TRUCKS, SCHOOL BUSES, BOAT TRAILERS.

No house trailer or mobile home, or habitable motor vehicles of any kind school buses, trucks (other than "pick-ups") or other commercial vehicles, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages. Boats and recreational vehicles maybe parked in the rear of the yard only if concealed by a six (6) foot privacy fence.

13. PROHIBITION OF NUISANCE. No noxious or offensive

trade or activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The definition of noxious or offensive trade or activity shall include but not be limited to such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperable vehicles for the purpose of parts salvage, repairing or servicing vehicles other than those vehicles proven to be in regular use by the lot owner, etc.; maintaining any sort of open air storage of appliances such as stoves, refrigerators, etc.

14. UNSIGHTLY MATERIALS. No trash, rubbish, debris,

junk, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pick up by governmental or similar garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any weeds, underbrush or other unsightly growth, then The Berkeley Company, or its Successors or Assigns, may enter upon such property five (5) days after posting a notice thereon, requesting the owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the owner's expense. No such entry shall be deemed a trespass.

The Berkeley Company's notice shall be sufficient, if it states in substance:

"Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

Should any residence, or outbuilding be damaged by fire, explosion, or act of God, said residence and/or outbuilding shall be

fully restored to its former appearance within six (6) months, or shall be torn down and all rubble or debris removed from the lot in like period. The Berkeley Company reserves the right to itself and/or Sangaree Special Tax District to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots. No signs or sign boards of any description shall be displayed on any lot with the exception of those reading "For Sale" or "For Rent" or appropriate signs of any Realtor who may handle the property. Said signs shall not exceed six (6) square feet in size:

With exception, Builders may install temporary signs up to sixteen (16) square feet on model homes or designated display homes.

15. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

16. WELLS. No individual water supply and/or sewerage disposal system shall be permitted except for irrigation.

17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors or Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such 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. For the purpose of this covenant, The Berkeley Company, its Successors or Assigns, reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

An easement is further reserved by The Berkeley Company for itself, the Builder or Builders that own a lot or lots in Carriage Crossing Subdivision, individual lot owners in Carriage Crossing Subdivision or any Garden Club or Civic Organization that may be established in and for Carriage Crossing Subdivision, a sign easement along and over the corner of Lot 1 and Lot 38 as shown on the recorded plat of said subdivision. Those aforementioned, shall have the right to enter upon, on and around the entrance sign easement for the express purpose of certain maintenance, repair and/or improvements to entrance signs and repair or replacement of shrubs, bedding plants, straw and/or other landscape materials that may be incidental to insure a neat, attractive, well-kept, continuous, on-going, integral part of Carriage Crossing Subdivision. Those who benefit from these easements are, entitled to but not obligated to perform the tasks as stated.

18. USE OF SAMPLE HOUSES. A builder, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a sample house or sample houses for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house or houses for display purposes, shall not be construed as a violation of the residential provisions of these restrictions.

19. DOCUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, 110 Parkway Boulevard, Summerville, South Carolina 29483, or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICABILITY. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plan, hereinabove referred to. However, The Berkeley Company's intention is to continue a general plan of development in the Carriage Crossing Portion of Sangaree. Partial plats are recorded at times due to government and economic factors only and is not intended to reflect an inconsistency from one plat to the next.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any preceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and eigher to prevent it or them from doing so or recover damages or other dues for such violation.

22. COVENANTS RUN WITH THE LAND. These restrictions and covenants shall run with the land for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them from the date of this instrument after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of fifty-one (51%) percent of the number of lots shown on the above referred to Plat has been recorded terminating these covenants or any part thereof. PROVIDED, HOWEVER, that if a governmental authority or municipality having jurisdiction over the area enacts and enforces zoning, building codes and ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.

23. INVALIDATION. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the Hand and Seal of the parties heretobefore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this the 26 day of April A.D. 1988.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Pat Robbins
Cynthia B Forte

FARMINGTON, INCORPORATED d/b/a
The Berkeley Company
BY John L. Thomas
John L. Thomas
Assistant Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

PERSONALLY appeared before me Pat Robbins, who made oath that she/he saw the within parties by the above executing officer in the aforesaid capacity sign, seal, and as his/her act and deed, deliver the within written instrument, and that she/he with Cynthia B Forte witnessed the execution thereof.

Pat Robbins

SWORN to before me this 26 th
day of April A.D. 1988.

Dale Mitchell (SEAL)
Notary for South Carolina
My Commission expires: My Commission Expires March 20, 1991.

STATE OF SOUTH CAROLINA 11.00

VOL C240 PAGE 349

RESTRICTIVE COVENANTS & EASEMENTS

COUNTY OF BERKELEY

TO ALL WHOM THESE PRESENTS SHALL CONCERN, Farmington, Incorporated, doing business as The Berkeley Company, its Successors or Assigns, SENDTH GREETINGS:

WHEREAS, The Berkeley Company is the owner of a development known as "CARRIAGE CROSSING AT SANGAREE" situated in the County of Berkeley and State of South Carolina, and The Berkeley Company has agreed to establish a general plan of development, with respect to that portion of "CARRIAGE CROSSING AT SANGAREE", as shown on a plat thereof by Sirrine Environmental Consultants, Inc., Engineers, C.E. & L.S. dated May 15, 1988, entitled "Plat Showing Lots 17 through 28 and Lots 33 through 66 and Lots 68 through 75

LOTS
17-28
53-66
68-75

Carriage Crossing Subdivision owned by The Berkeley Company which Plat is of record in the Office of the Clerk of Court for Berkeley County in Plat Cabinet H at Page 51

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Restrictive Covenants set forth below:

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the premises The Berkeley Company for itself and its Successors or Assigns, agrees with all persons, firms or corporations, acquiring any of the property shown on the Plat, hereinabove referred to collectively as "restrictions", relating to the use and occupancy thereof, which said restrictive covenants running with the Title to the lots, as shown on the Plat hereinabove referred to, and shall inure to the benefit of and be binding upon the Heirs, Successors or Assigns of the acquiring parties or persons:

RESTRICTIONS

1. DESCRIPTION OF PROPERTY RESTRICTED. The property which is made subject to these restrictions are those numbered lots delineated on a Plat of Carriage Crossing at Sangaree, by Sirrine Environmental Consultants, Inc., Engineers, C.E. & L.S., dated and recorded in the Office of the Clerk of Court for Berkeley County, South Carolina in Plat Cabinet H at Page 51

SEARCHED _____
INDEXED _____
FILED _____
DATE 7-11-88
BY _____
CLERK OF COURT

The lots made subject to these restrictions are as follows: Lots 17 through 28 and Lots 53 through 66 and Lots 68 through 75 a portion of Carriage Crossing Subdivision. Only the lots, as described above, are made subject to these restrictions set forth in this Declaration.

2. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. No form of combined business and residential use shall be made of any building or lot, including the storage or parking, either temporarily or permanently, of any commercial equipment or vehicles.

3. SETBACK AND BUILDING LINES. No building shall be located on any lots nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid over-crowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify Owner of its determination within thirty (30) days after receipt of Owner's site plan

recommendation. Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade. All utility companies must be notified before construction is started.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the minimum building setback line to the rear property line. Fences shall not extend beyond the actual building fronts. Construction side of fence shall face the interior of the lot.

d. Minor Deviations. Setback provisions herein prescribed may be altered by The Berkeley Company whenever, in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

e. Subdivision of Lots. No portion of any lot shall be sold or conveyed except that a vacant lot may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lot as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

f. Corner Lots. The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets.

g. Porches, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structures shall be approved by The Berkeley Company.

h. Exteriors. All residences and outbuildings shall be of brick veneer, wood, vinyl or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for

The garage or other structures erected on the premises. In the event other materials are favored for the exterior of outbuildings, and receive proper approval, they shall blend harmoniously with the main structure.

1. Driveways. At the time of house construction, each builder shall install a concrete driveway from the edge of street pavement to the garage, carport or turning area for a minimum width of ten (10) feet.

J. Sidewalks. At the time of house construction, each builder shall install a concrete sidewalk the entire distance of said lot front and in the case of a corner lot for the entire distance of both sides. Sidewalks shall be a minimum of four (4) feet wide, and shall be located within the right of way.

4. APPROVAL OF PLANS. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of building plans and specifications must be submitted to The Berkeley Company. The Berkeley Company shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

5. AREA REQUIREMENTS. The living areas of the main structure, exclusive of the open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 1,200 square feet.

6. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except that where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity, unless otherwise extended by The Berkeley Company.

7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS AND DELIVERY

RECEPTACLES. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.

8. USE OF OUT BUILDINGS AND SIMILAR STRUCTURES. No

structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently, provided this paragraph shall not be construed to prevent the Builders from using sheds or other temporary structures during construction.

9. LIVESTOCK. No animals, livestock or poultry of

any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to owners premises unless on a leash.

10. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND

UTILITIES SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written permission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring lots, roads, streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

11. ANTENNA. No radio or television transmission

towers or antenna shall be erected on the restricted property and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line on any house. Other television receivers, such as (Satellite dish types), shall be confined to the rear of the lot, mounted low to the ground, of a harmonious color, with rear yard enclosed with a six (6) foot privacy fence, and receive approval of installation from The Berkeley Company, its Successors or Assigns.

12. TRAILERS, TRUCKS, SCHOOL BUSES, BOAT TRAILERS.

No house trailer or mobile home, or habitable motor vehicles of any kind, school buses, trucks (other than "pick-ups") or other commercial vehicles, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages. Boats and recreational vehicles may be parked in the rear of the yard only if concealed by a six (6) foot privacy fence.

13. PROHIBITION OF NUISANCE. No noxious or offensive

trade or activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The definition of noxious or offensive trade or activity shall include but not be limited to such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperable vehicles for the purpose of parts salvage, repairing or servicing vehicles other than those vehicles proven to be in regular use by the lot owner, etc.; maintaining any sort of open air storage of appliances such as stoves, refrigerators, etc.

14. UNSIGHTLY MATERIALS. No trash, rubbish, debris,

junk, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pick up by governmental or similar garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any weeds, underbrush or other unsightly growth, then The Berkeley Company, or its Successors or Assigns, may enter upon such property five (5) days after posting a notice thereon, requesting the owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the owner's expense. No such entry shall be deemed a trespass. The Berkeley Company's notice shall be sufficient, if it states in substance:

"Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

Should any residence, or outbuilding be damaged by fire, explosion, or act of God, said residence and/or outbuilding shall be

fully restored to its former appearance within six (6) months, or shall be torn down and all rubble or debris removed from the lot in like period. The Berkeley Company reserves the right to itself and/or Sangeron Special Tax District to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots. No signs or sign boards of any description shall be displayed on any lot with the exception of those reading "For Sale" or "For Rent" or appropriate signs of any Realtor who may handle the property. Said signs shall not exceed six (6) square feet in size;

With exception, Builders may install temporary signs up to sixteen (16) square feet on model homes or designated display homes.

15. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

16. WELLS. No individual water supply and/or sewerage disposal system shall be permitted except for irrigation.

17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors or Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, heretofore referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such 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. For the purpose of this covenant, The Berkeley Company, its Successors or Assigns, reserves the right to modify or extinguish the covenant, herein reserved, along any lot line when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

An easement is further reserved by The Berkeley Company for itself, the Builder or Builders that own a lot or lots in a Carriage Crossing Subdivision, individual lot owners in Carriage Crossing Subdivision or any Garden Club or Civic Organization that may be established in and for Carriage Crossing Subdivision, a sign easement along and over the corner of Lot 1 and Lot 28 as shown on the recorded plat of said subdivision. Those aforementioned, shall have the right to enter upon, on and around the entrance sign easement for the express purpose of certain maintenance, repair and/or improvements to entrance signs and repair or replacement of shrubs, bedding plants, straw and/or other landscape materials that may be incidental to insure a neat, attractive, well-kept, continuous, on-going, integral part of Carriage Crossing Subdivision. Those who benefit from these easements are, entitled to but not obligated to perform the tasks as stated.

18. USE OF SAMPLE HOUSES. A builder, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a sample house or sample houses for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house or houses for display purposes, shall not be construed as a violation of the residential provisions of these restrictions.

19. INSTRUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, *PO Box 21417* *Charlotte*, South Carolina 28201 or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICATION. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plan, hereinafter referred to. However, The Berkeley Company's intention is to continue a general plan of development in the Carriage House Section of Company. Partial plans are reserved as necessary to government and economic factors only and is not intended to reflect an inconsistency from one plan to the next.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any proceedings at law or in equity against the person, firm or corporation violating or attempting to violate the same, and ought to prevent it or when first doing so or recover damages or other relief for such violation.

22. INHERENT AND WITH THE LAND. These restrictions and covenants shall run with the land for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them from the date of this instrument unless which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of fifty-one (51%) percent of the number of lots shown on the above referred to Plan has been recorded terminating these covenants or any part thereof. NOTWITHSTANDING, that if a governmental authority or municipality having jurisdiction over the area herein and enforcing zoning, building codes and ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall first and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.