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Book 6127 Page 357

MAR 8 1979

RUTH T. MITCHELL  
REGISTER MESNE CONVEYANCE

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

MODIFICATION OF RESTRICTIONS

(The Cove)

WHEREAS, Farmington, Incorporated, doing business as The Berkeley Company, did restrict certain properties located in Sangaree Subdivision, Berkeley County, State of South Carolina, by instrument dated September 8, 1978, and recorded in the R.M.C. Office for Berkeley County in Book C-126 at Page 46; and

WHEREAS, paragraph two of said restrictive covenants set out setback lines for construction in The Cove at Sangaree; and

WHEREAS, in said paragraph it is set out that the setback provisions may be altered by The Berkeley Company whenever the configuration of any lot renders such provisions unreasonable or imposes undue restrictions on the lot or the owners thereof; and

WHEREAS, it is the desire of Farmington, Incorporated, doing business as The Berkeley Company, to alter such setback provisions as affecting Lots One (1) and Twenty (20), The Cove at Sangaree.

NOW, THEREFORE, know all men by these presents, that Farmington, Incorporated, doing business as The Berkeley Company, for valuable consideration, the receipt of which is hereby acknowledged, does hereby amend the above-described restrictive covenants as regards Lots One (1) and Twenty (20), The Cove at Sangaree, in the following particulars:

1. As regards Lot One (1), The Cove at Sangaree, the side lot setback provisions of paragraph two are hereby amended so that any building may be located no nearer than five (5') feet to the western boundary of said lot.

2. As regards Lot Twenty (20), The Cove at Sangaree, the side lot setback provisions of paragraph two are hereby amended so that any building may be located no nearer than three

(3') feet to the western boundary of said lot.

EXCEPT as herein modified, said restrictive covenants for The Cove at Sangaree shall remain in full force and effect.

IN WITNESS WHEREOF, Farmington, Incorporated, doing business as The Berkeley Company, has caused these presents to be executed this 2nd day of March, 1979.

Signed, Sealed, and Delivered in the presence of:

Kimberly K. Rabon  
Wade H. Hargis

FARMINGTON, INCORPORATED,  
doing business as  
THE BERKELEY COMPANY

By: Russell V. Zimmerman  
Its: Att. S. P.

STATE OF SOUTH CAROLINA )  
COUNTY OF )

PERSONALLY appeared before me Kimberly K. Rabon and made oath that 5 he saw the within-named FARMINGTON, INCORPORATED, doing business as THE BERKELEY COMPANY, by Russell V. Zimmerman, its Assistant Vice President, sign, seal, and, as his act and deed, deliver the within-written instrument; and that 5 he with Wade H. Hargis witnessed the execution thereof.

SWORN to before me this  
2nd day of March, 1979.

Wade H. Hargis (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: November 14, 1988

Kimberly K. Rabon

Lewis, Lewis & Robinson  
P.O. Box 10929  
Chas. S.C. 29411

The Berkeley Co. 250  
PO Box 1343  
S. Cille

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STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

RESTRICTIVE COVENANTS, CONDITIONS  
AND EASEMENTS

SEP 11 1978  
A. H. KENNEDY  
CLERK OF COURT  
BERKELEY COUNTY, S. C.

KNOW ALL MEN BY THESE PRESENTS THAT Farmington, Incorporated  
doing business as The Berkeley Company, the owners of certain lands  
situate in the County of Berkeley, State of South Carolina, shown on the  
Plat by Thomas W. Bailey, C.E. & L.S., entitled "Plat of The Cove  
at Sangaree", hereinafter more fully referred to, for valuable  
consideration, do hereby declare that the lands described below, shall  
be subject to the Restrictive Covenants and Conditions, herein set forth  
as follows:

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

KNOW ALL MEN BY THESE PRESENTS that the undersigned hereby  
covenant and agree on behalf of themselves and their Successors and  
Assigns with all persons and legal entities who shall hereafter purchase  
any of the property known as Lots 1 through 21 inclusive as shown on  
the plat entitled "Plat of The Cove at Sangaree", prepared by Thomas  
W. Bailey, C.E. & L.S.

and recorded in Plat Book W Page 320, Office of the Clerk of  
Court for Berkeley County, South Carolina, their heirs, successors and  
assigns, that said Lots shall be subject to the following Restrictive  
Covenants:

1. Residential Purposes Only. No lot shall be used or  
occupied for other than two-family residential purpose (Duplex) except  
for lot 21 which may be used for either two-family (Duplex), three-  
family (triplex) or four-family (Quadruplex) purposes. 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.

2. Setback. No portion of any building shall be located  
nearer than twenty (20) feet to any front lot line, nor nearer than  
seven (7) feet to a side lot line, nor nearer than ten (10) feet to any  
rear lot line, except that said front lot line restrictions shall not

apply to overhangs, steps, cornices, verandas, piazzas, portals, porches, entranceways and similar front portions of residences. The setback provisions herein prescribed may be altered by The Berkeley Company by an instrument in writing whenever, in its judgment, the configuration of any lot renders such provisions unreasonable or imposes undue restrictions on the lot or the owners thereof. If any owner shall elect to use more than one lot for one residence, the boundary line formerly existing shall be regarded as non-existing for the purpose of determining the side setback of the structure. The setback and side-yard requirements for a corner lot may be altered so that a house may be located facing either street or the corner upon written approval by The Berkeley Company.

3. Redivision. No lot shall be divided, rearranged, or altered so as to result in said lot having less frontage or less total square feet of area than prior to said division, rearrangement or alteration, but any lot may be divided among adjoining lots in any desired proportion; PROVIDED, such division is prior approved by the Berkeley Company, and said adjoining lots together with all portions of the lot so divided shall henceforth be deemed and treated as one lot, respectively.

4. Minimum Square Footage. No residence erected on any lot to which these restrictions are applicable shall have less than six hundred and fifty (650) square feet of heated living space per individual living unit, i.e. Duplex - total 1300 square feet, Triplex - total 1950 square feet, Quadruplex - total 2600 square feet.

5. Easements. Grantor reserves easements unto itself, Sangaree Services Corporation, Sangaree Public Service District, and their respective Successors and Assigns, for installation and maintenance of utilities and drainage facilities over the rear ten (10) feet of each lot, and five (5) feet along each side lot line on said lots, in addition to any other easements shown on said plat. Within these easements, no structure, planting, fences or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow, obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or a utility company is responsible.

6. Covenants Run With Land. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument. For the first ten years period following the date set forth, these Restrictive Covenants may not be amended without the approval of The Berkeley Company, its Successors or Assigns, which approval shall be evidenced by the joining in and execution of any such amendments. After thirty years said Covenants shall be automatically extended for two (2) successive periods of ten (10) years; provided, that, during these two renewal periods these Covenants may be terminated in whole or in part by a recorded instrument executed by fifty-one (51%) of the owners of the property subject to these Restrictive Covenants.

7. Enforcement. Enforcement shall be by proceedings at law or in equity by The Berkeley Company, its successors or assigns and/or any person or entity owning property which is subject to these restrictions, either to restrain violation or to recover damages, in law or in equity. Violation of any of these Restrictions will not result in a forfeiture or reversion.

8. Invalidation. 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.

9. Temporary Modular and Mobile Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the property shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a building lot temporarily during house construction. No person shall park and use for habitation on any building lot any "Mobile Home", travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

10. Assessments. By accepting title to and part of the consideration for sale of the property shown on the hereinbefore mentioned



the following assessments:

a. The lot owner and/or his Heirs, Successors and Assigns, agree to pay The Berkeley Electric Cooperative, Inc., or any successor electric utility company regulated by the South Carolina Public Service Commission, a monthly charge, plus applicable State of South Carolina Sales Tax, for operation and maintenance of the street lighting system.

b. The lot owner and/or his Heirs, Successors and Assigns, agree to pay Sangaree Public Service District, its successors or assigns, such assessments and charges as might be assessed by it including installation, tap and inspection fees, water and sewer user fees; fire protection charges; solid waste disposal charges; and drainage, street and greenway maintenance fees.

11. No Signs Or Sign Boards. 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. However, in no event can such sign exceed six (6) square feet in size.

12. Improvements and Exterior Materials. All improvements to the property must be prior approved by The Berkeley Company in order to insure that the improvements are in keeping with the total Sangaree development concept as to design, location and style. The owners site plan must be submitted to the Berkeley Company for approval prior to the start of any construction activity. All residences and outbuildings shall be of brick veneer, wood or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. All plans which must be approved pursuant to this covenant must be submitted to an representative of The Berkeley Company in person or sent by certified mail. All approvals from The Berkeley Company must be in writing and if not approved or disapproved within thirty (30) days from receipt by The Berkeley Company, such submitted plans shall be deemed automatically approved.

13. Damaged Residences or Outbuilding. 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, its successors or assigns, reserves the right to itself to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots.

14. Individual Sewerage Disposal System. No individual well and/or sewerage disposal system shall be permitted on any lot.

15. Lot Maintenance. Each lot owner shall at all times maintain his lot in a neat, clean, well-kept condition. Brush and grass shall be cut back sufficiently to maintain an attractive appearance. In the event that any lot is maintained in violation of the above requirements, The Berkeley Company reserves unto its successors or assigns, the right, after five (5) days written notice to the owner, to enter any lot for the purpose of correcting such condition, the cost of such correction to be at the expense of the lot owner. No trees with a diameter of more than six (6) inches may be cut without permission of The Berkeley Company.

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.

16. No Representation. The Berkeley Company is bound by no representation touching or affecting the property which are not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land of The Berkeley Company other than that specified herein.

17. Erection of Fence. No fence shall be erected closing the front portion of any lot, and any fence on the rear portion of the lot shall not be over seven (7) feet in height unless approved by The Berkeley Company as herein provided. No fence shall be permitted on any lot except chain link, split rail, alternating board or redwood basketweave types, unless approved by The Berkeley Company as herein provided.

18. Mailbox and Stand. All mailboxes and stands must be of

the general type approved by The Berkeley Company.

19. Driveways. At the time of house construction each builder shall install an asphalt or concrete driveway from the edge of the street pavement to garage, car port or turning area for a minimum width of ten (10) feet. No driveway shall connect or be allowed access to the Sangaree Parkway (a limited access road).

20. Delivery of Papers and Instruments. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by certified mail to The Berkeley Company, Post Office Box 1543, Summerville, South Carolina 29483, or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

21. OTHER. For the purpose of these Restrictive Covenants, the Successors and Assigns of The Berkeley Company shall be limited to that person; persons or entity which is designated by the Berkeley Company which designation shall be by written document recorded in the Clerk of Court, Berkeley County, South Carolina.

WITNESS the Hand and Seal of the parties heretofore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 8th day of September, A.D. 1978.

Signed, Sealed and Delivered in

the presence of:

FARMINGTON, INCORPORATED, Doing Business  
as The Berkeley Company

*Heidi Penney*  
*Sandra S. Myers*

By: *Russell J. [Signature]*  
Ass't. Vice President



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BROWN 12

STATE OF SOUTH CAROLINA     )  
                                      )     MODIFICATION OF RESTRICTIONS  
COUNTY OF BERKELEY            )

WHEREAS, by Instrument dated October 25, 1977 and recorded in Book C-121, at Page 201 in the Clerk of Court's Office for Berkeley County, South Carolina, certain lots in Village Green Subdivision at Sangaree were made subject to Restrictive Covenants; and

WHEREAS, the Restrictive Covenants provide among other things in Paragraph 2 thereof that all structures shall be located not less than seven (7') feet from any side lot line of any of the said lot or lots to which the said Restrictive Covenants are applicable; and

WHEREAS, Paragraph 2 of the said Restrictive Covenants states as follows:

The set back provision herein prescribed may be altered by The Berkeley Company by an instrument in writing whenever, in its judgment, the configuration of any lot renders such provisions unreasonable or imposes undue restrictions on the lot or the owners thereof.

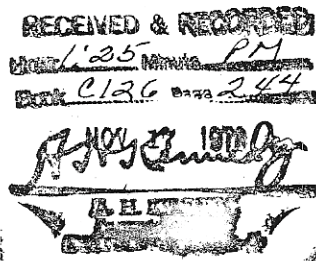
and,

WHEREAS, Northwood Homes, Inc. is the owner of Lot 30, Block E, Village Green Subdivision at Sangaree; and

WHEREAS, due to the particular topography and configuration of the said Lot 30, Block E, Village Green Subdivision at Sangaree, it is necessary to amend the said Restrictive Covenants on the said lot to provide for a setback requirement of 4.2' from the side lot line.

NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, The Berkeley Company, does hereby alter the setback requirements with respect to Lot 30, Block E, Village Green Subdivision at Sangaree, Berkeley County, South Carolina, to allow the residential improvements thereon to be located not less than 4.2' from the side lot line.

EXCEPT as herein modified, the said Restrictive Covenants shall remain in full force and effect.



IN WITNESS WHEREOF, The Berkeley Company, has caused these presents to be made, executed and delivered in its name and on its behalf by its duly authorized officer, Russell V. Zimmerman, this 14<sup>th</sup> day of November, 1978.

IN THE PRESENCE OF:

Pat McManus  
Aubrey J. Woody, Jr.

FARMINGTON, INCORPORATED, doing business as The Berkeley Company

Russell V. Zimmerman  
By: Russell V. Zimmerman  
its: Vice President

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

PERSONALLY appeared before me Pat McManus and made oath that s he saw the within named FARMINGTON, INCORPORATED doing business as The Berkeley Company, by Russell V. Zimmerman, its Vice President, sign, seal and as its act and deed, deliver the within written MODIFICATION OF RESTRICTIONS, and that s he with Aubrey J. Woody, Jr. witnessed the execution thereof.

SWORN to before me this 14th day of November, 1978.

Pat McManus

Aubrey J. Woody, Jr.  
NOTARY PUBLIC FOR SOUTH CAROLINA

(SEAL)

My Commission Expires: 8-31-83