

*File Berkeley  
P.O. Box 1543  
Dillon S.C.*

RECEIVED & RECORDED  
Hour 10:40 Minute 07  
Book 0130 Page 25

*Ruth T. Mitchum*  
AUG 29 1979  
RUTH T. MITCHUM  
REGISTER MESNE CONVEYANCE

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

RESTRICTIVE COVENANTS

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, as shown on the Plat by Thomas W. Bailey, C.E. and L.S. entitled "PLAT OF A PORTION OF HIGHLAND VILLAGE AT SANGAREE", hereinafter more fully referred to, for valuable consideration, does hereby declare that the lands described below shall be subject to the Restrictive Covenants and Conditions herein set forth below:

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 the undersigned hereby covenants and agrees on behalf of itself and its successors and assigns with all persons and legal entities who shall hereinafter purchase any of the property known as Lots 1 through 26, inclusive, Block "A", Lots 1 through 52, inclusive, Block "B", and Lots 1 through 84, inclusive, Block "C", as shown on a plat entitled "PLAT OF A PORTION OF HIGHLAND VILLAGE AT SANGAREE", prepared by Thomas W. Bailey, C.E. and L.S. and recorded in Plat <sup>*File Cabinet*</sup> Book D at Page 23 in the 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 nor occupied for other than strictly residential purposes (except as specifically allowed herein), and 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 vehicles on any lot or on any street adjacent to any of the lots.

## 2. SETBACK

No portion of any building shall be located nearer than twenty (20) feet to any front lot line or any street, nor nearer than six (6) 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 owner thereof. If any owner shall elect to use more than one lot for one residence, the boundary line formerly existing shall be regarded as nonexistent for the purpose of determining the side setback of the structure. The setback and side-yard requirements of this section may be altered or waived in part or entirety so that a house may be located facing either street or the corner, upon written approval by The Berkeley Company.

## 3. REDIVISION OF LOTS

No lot shall be divided, rearranged, or altered so as to result in said lot having less frontage or less total square foot area than prior to said subdivision, rearrangement or alteration, but any lot may be divided among adjoining lots in any desired proportion; PROVIDED, such division is 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 one thousand fifty (1,050) square feet of living space, exclusive of one-story open porches and garages. A five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company for any house.

#### 5. EASEMENTS

Grantor reserves easements unto itself, its 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 nor other materials shall be placed nor permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may 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 public authority or utility company is responsible. Grantor reserves the right to assign this easement to a purchaser of land, an affiliated company, a utility company, or a governmental entity.

#### 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 after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owner of fifty-one percent (51%) 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.

#### 7. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity by The Berkeley Company and/or any persons owning a lot shown on the hereinbefore mentioned Plat, 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 nor 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 nor other outbuilding erected on any of the above-listed lots 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 lot temporarily during house construction. No person shall park and/or maintain on any 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 a said lot shown on the hereinbefore mentioned plat, the 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 a street lighting system.

#### 11. NO SIGNS NOR SIGN BOARDS

Except as set forth herein, no signs nor 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. However, in no event can such sign exceed six (6) square feet in size.

#### 12. EXTERIOR MATERIALS

All residences and outbuildings shall be of brick veneer, wood or of stuccoed masonry. No other materials may be used upon the outside of any residences nor outbuilding unless upon specific written authority and approval of the use thereof by The Berkeley Company. All plans for residences and location upon said lots shall be approved in writing by The Berkeley Company. If not approved nor disapproved within fifteen (15) days from receipt, such plans shall be automatically acceptable. Plans and specifications to be submitted to The Berkeley Company are to be delivered in person or by certified mail.

#### 13. DAMAGED RESIDENCES OR OUTBUILDINGS

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 and debris removed from the lot in like period. The Berkeley Company 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 itself 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 nor offensive trade nor 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 inoperatable 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 nor affecting the property which is not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land in The Berkeley Company other than the specified lots which are laid out and shown on the plat hereinabove referred to.

#### 17. ERECTION OF FENCES

No fence shall be erected enclosing the front portion of any lot, and any fence on the rear portion of any 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 brick, chain link or redwood basketweave types, unless approved by The Berkeley Company as herein provided.

#### 18. MAILBOXES AND STANDS

All mailboxes and stands must be of the general type approved by The Berkeley Company.

WITNESS the Hand and Seal of the parties heretofore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 29th day of August, A.D. 1979.

SIGNED, Sealed and Delivered  
In the Presence of:

FARMINGTON, INCORPORATED d/b/a  
The Berkeley Company

Julie P. Dereschuk

By: [Signature]  
As Its Assistant Vice President

Heide Hess Avery  
As to The Berkeley Company

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

PERSONALLY appeared before me JULIE P. DERESCHUK, 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 Heide Hess Avery witnessed the execution thereof.

Julie P. Dereschuk

SWORN to before me this 29th day of August, A.D. 1979.

Heide Hess Avery  
A NOTARY FOR SOUTH CAROLINA

My commission expires: November 14, 1988





*The Berkeley Co  
PO Box 1543  
Summerville 29483*

RECEIVED & RECORDED  
Hour 11:30 Minute 11  
Book C-119 Page 133

*Ruth T. Mitchum*  
AUG 9 1979  
RUTH T. MITCHUM  
REGISTER MESNE CONVEYANCE

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

RESTRICTIVE COVENANTS

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, as shown on the Plat by Thomas W. Bailey, C.E. and L.S. entitled "PLAT OF A PORTION OF HIGHLAND VILLAGE AT SANGAREE," hereinafter more fully referred to, for valuable consideration, does hereby declare that the lands described below shall be subject to the Restrictive Covenants and Conditions herein set forth below:

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 the undersigned hereby covenants and agrees on behalf of itself and its successors and assigns with all persons and legal entities who shall hereinafter purchase any of the property known as Lots 1 through 26, inclusive, Block "A," Lots 1 and 43 through 52, Block "B," and Lots 1 through 22 and 74 through 84, Block "C," as shown on a plat entitled "PLAT OF A PORTION OF HIGHLAND VILLAGE AT SANGAREE," prepared by Thomas W. Bailey, C.E. and L.S. and recorded in Plat Book X at Page 136 in the 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 nor occupied for other than strictly residential purposes (except as specifically allowed herein), and 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 on any lot or on any street adjacent to any of the lots.

## 2. SETBACK

No portion of any building shall be located nearer than twenty (20) feet to any front lot line or any street, nor nearer than six (6) 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 owner thereof. If any owner shall elect to use more than one lot for one residence, the boundary line formerly existing shall be regarded as nonexistent for the purpose of determining the side setback of the structure. The setback and side-yard requirements of this section may be altered or waived in part or entirety so that a house may be located facing either street or the corner, upon written approval by The Berkeley Company.

## 3. REDIVISION OF LOTS

No lot shall be divided, rearranged, or altered so as to result in said lot having less frontage or less total square foot area than prior to said subdivision, rearrangement or alteration, but any lot may be divided among adjoining lots in any desired proportion; PROVIDED, such division is 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 one thousand fifty (1,050) square feet of living space, exclusive of one-story open porches and garages. A five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company for any house.

#### 5. EASEMENTS

Grantor reserves easements unto itself, its 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 nor other materials shall be placed nor permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may 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 public authority or utility company is responsible. Grantor reserves the right to assign this easement to a purchaser of land, an affiliated company, a utility company, or a governmental entity.

#### 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 after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owner of fifty-one percent (51%) 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.

#### 7. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity by The Berkeley Company and/or any persons owning a lot shown on the hereinbefore mentioned Plat, 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 nor 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 nor other outbuilding erected on any of the above-listed lots 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 lot temporarily during house construction. No person shall park and/or maintain on any 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 a said lot shown on the hereinbefore mentioned plat, the 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 a street lighting system.

#### 11. NO SIGNS NOR SIGN BOARDS

Except as set forth herein, no signs nor 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. However, in no event can such sign exceed six (6) square feet in size.

#### 12. EXTERIOR MATERIALS

All residences and outbuildings shall be of brick veneer, wood or of stuccoed masonry. No other materials may be used upon the outside of any residences nor outbuilding unless upon specific written authority and approval of the use thereof by The Berkeley Company. All plans for residences and location upon said lots shall be approved in writing by The Berkeley Company. If not approved nor disapproved within fifteen (15) days from receipt, such plans shall be automatically acceptable. Plans and specifications to be submitted to The Berkeley Company are to be delivered in person or by certified mail.

#### 13. DAMAGED RESIDENCES OR OUTBUILDINGS

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 and debris removed from the lot in like period. The Berkeley Company 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 itself 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 nor offensive trade nor 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 inoperatable 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 nor affecting the property which is not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land in The Berkeley Company other than the specified lots which are laid out and shown on the plat hereinabove referred to.

#### 17. ERECTION OF FENCES

No fence shall be erected enclosing the front portion of any lot, and any fence on the rear portion of any 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 brick, chain link or redwood basketweave types, unless approved by The Berkeley Company as herein provided.

#### 18. MAILBOXES AND STANDS

All mailboxes and stands must be of the general type approved by The Berkeley Company.

WITNESS the Hand and Seal of the parties heretobefore mentioned,  
signed by the appropriate entities and the official thereunto duly  
authorized, this 9th day of July, A.D. 1979.

SIGNED, Sealed and Delivered  
In the Presence of:

Fred L. Bivens  
[Signature]  
As to The Berkeley Company

FARMINGTON, INCORPORATED d/b/a  
The Berkeley Company

By: [Signature]  
As Its Vice President

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

PERSONALLY appeared before me Fred L. Bivens, who made oath  
that he 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 he with David D. Baker witnessed  
the execution thereof.

SWORN to before me this 9th  
day of July, A.D. 1979.

Fred L. Bivens

[Signature]  
A NOTARY FOR SOUTH CAROLINA

My commission expires: November 14, 1988

