

The Berkeley Co.  
110, Part of Blvd  
of Village, S.C.  
29403

9.00

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 J.E. Serrine Company Engineers, C.E. and L.S. entitled "PLAT SHOWING LOTS 114 THROUGH 130, LOTS 138 THROUGH 206 and LOTS 244 THROUGH 256, A SECTION OF PHASE II OF INDIAN WOODS VILLAGE:" 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 114 through 130, lots 138 through 206 and lots 244 through 256, A Section of Phase II of Indian Woods Village: Prepared by J.E. Serrine Company Engineers, C.E. and L.S. and recorded in CAB. E at page 246, 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 PURPOSE ONLY

No lot shall be used nor occupied for other than strictly residential purpose (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 street adjacent to any lots.

RECORDED \_\_\_\_\_  
TIME 3:51 P.M.  
DATE 2-27-84  
[Signature]  
BERKELEY COUNTY

## 2. SETBACKS

No portion of any building shall be located nearer than twenty (20) feet to any front lot line or any street, 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 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 portion 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 two hundred (1,200) square feet of living space, exclusive of one-story open porches and garages. A reduction in the minimum square footage may be permitted by The Berkeley Company for fifty percent (50%) of the area in an enclosed garage of a minimum inside width of twelve (12) feet; provided that any such reduction is limited to a maximum of one hundred fifty (150) square feet for an enclosed garage. An additional five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company at its discretion.

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 Easements 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, dog pen, 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. No person shall park at/or maintain on any lot a six wheel and/or three axle vehicle or larger.

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 conditions, 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 any 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 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.

No animal, other than common household pets will be kept or maintained on any lot. Common household pets will be limited to two (2) and will not be kept, bred or maintained for consumption or commercial purposes. Houses, pens, or cages will be built and maintained in a manner that will not detract from the neighborhood, and at all times be kept clean and not pose a health hazard to the community.

#### 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 restriction, 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.

19. FREE STANDING ANTENNA

No ham radio antenna, satellite dish antenna, or other free standing antenna will be permitted upon a lot. Only normal T.V. antenna attached to the home causing no static, picture distortion or other interference to other homes reception is permitted.

20. 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, carport or turning area for a minimum width of ten (10) feet.

21. MODEL HOMES AND TEMPORARY OFFICES OF BUILDERS

A builder may maintain a model home, temporary sales office and/or temporary construction office within a residence built by such builder for resale or within a trailer or mobile office; PROVIDED that any such builder shall not keep a model home, temporary sales office or temporary construction office within the area after that builder has completed and sold other residences constructed by such builders within the same general area; and, in any event, no such model home, temporary sales office nor temporary construction office shall remain in the same location for longer than one (1) year without the express approval of The Berkeley Company. A builder shall be entitled to place up to two (2) signs on the lot denoting said model home, provided that the total square footage of all such signs shall not exceed thirty-six (36) square feet; nor shall they be over seven (7) feet in height, unless approved by The Berkeley Company.

22. 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, 110 Parkway Blvd., Summerville, South Carolina, 29483.

WITNESS the Hand and Seal of the parties heretobefore mentioned,  
signed by the appropriate entities and the official thereunto duly  
authorized, this 27th day of Feb., A.D. 1984.

SIGNED, sealed and Delivered

FARMINGTON, INCORPORATED, d/b/a

In the Presence of:

The Berkeley Company

Nielle Schnable

John L. Thomas  
Assistant Vice. President

M. Evelyn Simmons  
AS to The Berkeley Company

STATE OF SOUTH CAROLINA )

COUNTY OF BERKELEY )

PERSONALLY appeared before me Nielle Schnable, who made  
oath that he/she saw 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 saw with M. Evelyn Simmons  
witnessed the execution thereof.

SWORN to before me this 27th  
day of Feb. 27, A.D. 1984

Nielle Schnable

M. Evelyn Simmons  
Notary For South Carolina

My Commission expires: 3-9-86





9.00 Berkeley Co.  
110 Parkway Blvd.  
D'Wells 29483

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

VOL. C139 PAGE 00327

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 J.E. Sirrine Company Engineers, C.E. and L.S. entitled "PLAT SHOWING LOTS 1 THRU 8 OF INDIAN WOODS VILLAGE: A PORTION OF SANGAREE SUB. OWNED BY THE BERKELEY COMPANY," 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 convenants 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 8 as shown on a plat entitled "PLAT SHOWING LOTS 1 THRU 8 OF INDIAN WOODS VILLAGE: A PORTION OF SANGAREE SUB. OWNED BY THE BERKELEY COMPANY," prepared by J.E. Sirrine Company Engineers, C.E. and L.S. and recorded in Plat <sup>CAD.</sup> Book D at Page 298 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 lots.

RECORDED \_\_\_\_\_  
TIME 1:50 PM  
DATE July 17, 1981  
RMC \_\_\_\_\_ BERKELEY COUNTY

Certified true copies of record in this county.

7-17-81

Registrar Mesne Conveyance  
Berkeley County, South Carolina

2. SETBACKS

No portion of any building shall be located nearer than twenty (20) feet to any front lot line or any street, 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 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 of 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 two hundred (1,200) square feet of living space, exclusive of one-story open porches and garages. A reduction in the minimum square footage may be permitted by The Berkeley Company for fifty percent (50%) of the area in an enclosed garage of a minimum inside width of twelve (12) feet; provided that any such reduction is limited to a maximum of one hundred fifty (150) square feet for an enclosed garage. An additional five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company at its discretion.

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 place 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 Easements 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.

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, dog pen, 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. No person shall park at/or maintain on any lot a six wheel and/or three axle vehicle or larger.

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.



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 any 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.

No animal, other than common household pets will be kept or maintained on any lot. Common household pets will be limited to two (2) and will not be kept, bred or maintained for consumption or commercial purposes. Houses, pens or cages will be built and maintained in a manner that will not detract from the neighborhood, and at all times be kept clean and not pose a health hazard to the community.

#### 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 restriction, 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.

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No ham radio antenna, satellite dish antenna, or other free standing antenna will be permitted upon a lot. Only normal T.V. antenna attached to the home causing no static, picture distortion or other interference to other homes reception is permitted.

20. 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, carport or turning area for a minimum width of ten (10) feet.

21. MODEL HOMES AND TEMPORARY OFFICES OF BUILDERS

A builder may maintain a model home, temporary sales office and/or temporary construction office within a residence built by such builder for resale or within a trailer or mobile office; PROVIDED that any such builder shall not keep a model home, temporary sales office or temporary construction office within the area after that builder has completed and sold other residences constructed by such builders within the same general area; and, in any event, no such model home, temporary sales office nor temporary construction office shall remain in the same location for longer than one (1) year without the express approval of The Berkeley Company. A builder shall be entitled to place up to two (2) signs on the lot denoting said model home, temporary sales office or temporary construction office, provided that the total square footage of all such signs shall not exceed thirty-six (36) square feet; nor shall they be over seven (7) feet in height, unless approved by The Berkeley Company.

22. 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, 110 Parkway Blvd., Summerville, South Carolina, 29483.

WITNESS the Hand and Seal of the parties heretobefore mentioned,  
signed by the appropriate entities and the official thereunto duly  
authorized, this 16 day of July, A.D. 1981.

SIGNED, Sealed and Delivered

FARMINGTON, INCORPORATED, d/b/a

In the Presence of:

The Berkeley Company

John L. Thomas

Matt C. Jolley  
As its Vice President

Cheryl Rahn  
As to The Berkeley Company

STATE OF SOUTH CAROLINA )

COUNTY OF BERKELEY )

PERSONALLY appeared before me John L. Thomas, who made oath  
that he/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/he saw with Cheryl Rahn  
witnessed the execution thereof.

SWORN to before me this 16  
day of July, A.D. 1981

John L. Thomas

Cheryl Rahn  
NOTARY FOR SOUTH CAROLINA

My Commission expires: 5-27-90



STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

*The Berkeley Company*  
*110 Parkway Blvd.*  
*Summerville, S.C. 29483*  
*9.00*

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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 J.E. Serrine Company Engineers, C.E. and L.S. entitled " PLAT SHOWING LOTS 1 THRU 10 INDIAN WOODS VILLAGE: BLOCK B," 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 thru 10 as shown on a plat entitled "PLAT SHOWING LOTS 1 THRU 10 INDIAN WOODS VILLAGE: BLOCK B," prepared by J.E. SIRRINE COMPANY ENGINEERS, C.E. and L.S and recorded in Plat Book "D" at Page 322 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 street adjacent to any lots.

RECORDED \_\_\_\_\_  
TIME 4:29 pm  
DATE October 15, 1981  
\_\_\_\_\_  
RMC BERKELEY COUNTY

## 2. SETBACKS

No portion of any building shall be located nearer than twenty (20) feet to any front lot line or any street, 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 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 of 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 two hundred (1,200) square feet of living space, exclusive of one-story open porches and garages. A reduction in the minimum square footage may be permitted by The Berkeley Company for fifty percent (50%) of the area in an enclosed garage of a minimum inside width of twelve (12) feet; provided that any such reduction is limited to a maximum of one hundred fifty (150) square feet for an enclosed garage. An additional five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company at its discretion.

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 place 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 Easements 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, dog pen, 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. No person shall park at/or maintain on any lot a six wheel and/or three axle vehicle or larger.

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 any 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.

No animal, other than common household pets will be kept or maintained on any lot. Common household pets will be limited to two (2) and will not be kept, bred or maintained for consumption or commercial purposes. Houses, pens or cages will be built and maintained in a manner that will not detract from the neighborhood, and at all times be kept clean and not pose a health hazard to the community.

#### 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 restriction, 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.

19. FREE STANDING ANTENNA

No ham radio antenna, satellite dish antenna, or other free standing antenna will be permitted upon a lot. Only normal T.V. antenna attached to the home causing no static, picture distortion or other interference to other homes reception is permitted.

20. 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, carport or turning area for a minimum width of ten (10) feet.

21. MODEL HOMES AND TEMPORARY OFFICES OF BUILDERS

A builder may maintain a model home, temporary sales office and/or temporary construction office within a residence built by such builder for resale or within a trailer or mobile office; PROVIDED that any such builder shall not keep a model home, temporary sales office or temporary construction office within the area after that builder has completed and sold other residences constructed by such builders within the same general area; and, in any event, no such model home, temporary sales office nor temporary construction office shall remain in the same location for longer than one (1) year without the express approval of The Berkeley Company. A builder shall be entitled to place up to two (2) signs on the lot denoting said model home, temporary sales office or temporary construction office, provided that the total square footage of all such signs shall not exceed thirty-six (36) square feet; nor shall they be over seven (7) feet in height, unless approved by The Berkeley Company.

22. 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, 110 Parkway Blvd., Summerville, South Carolina, 29483.

WITNESS the Hand and Seal of the parties heretobefore mentioned,  
signed by the appropriate entities and the official thereunto duly  
authorized, this 15 day of October, A.D. 1981.

SIGNED, Sealed and Delivered

FARMINGTON, INCORPORATED, d/b/a/

In the Presence of:

The Berkeley Company

John L. Thomas

Matt Walker  
As its Vice President

Cheryl Rahn  
As to The Berkeley Company

STATE OF SOUTH CAROLINA )

COUNTY OF BERKELEY )

PERSONALLY appeared before me John L. Thomas who made oath  
that he/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/he saw with Cheryl Rahn  
witnessed the execution thereof.

SWORN to before me this 15  
day of October, A.D. 1981

John L. Thomas

Cheryl Rahn  
Notary For South Carolina

My Commission expires: 5-27-90

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 J.E.Sirrine Company Engineers, CE and LS entitled "PLAT SHOWING LOTS 17 THRU 73, LOTS 102 THRU 113 AND LOTS 131 thru 137, A SECTION OF PHASE I OF INDIAN WOODS VILLAGE:" 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 17 thru 73, Lots 102 thru 113 and Lots 131 thru 137, A Section of Phase I of Indian Woods Village: Prepared by J. E. Sirrine Company Engineers, CE and LS and recorded in CABINET F at page 68, 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 of parking, either temporarily or permanently of any commercial equipment or vehicles on any street adjacent to any lots.

RECORDED \_\_\_\_\_  
TIME 11:36am  
DATE January 7, 1983  
Russ J. Hatch  
RMC BERKELEY COUNTY

Certified true copies of record in this county.

Russ J. Hatch  
Register Mesne Conveyance



2. SETBACKS

No portion of any building shall be located nearer than twenty (20) feet to any front lot line or any street, 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 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 of 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 two hundred (1,200) square feet of living space, exclusive of one-story open porches and garages. A reduction in the minimum square footage may be permitted by The Berkeley Company for fifty percent (50%) of the area in an enclosed garage of a minimum inside width of twelve (12) feet; provided that any such reduction is limited to a maximum of one hundred fifty (150) square feet for an enclosed garage. An additional five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company at its discretion.

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 place 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 Easements 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

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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, dog pen, 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. No person shall park at/or maintain on any lot a six wheel and/or three axle vehicle or larger.

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

C152 37

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 any 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.

No animal, other than common household pets will be kept or maintained on any lot. Common household pets will be limited to two (2) and will not be kept, bred or maintained for consumption or commercial purposes. Houses, pens or cages will be built and maintained in a manner that will not detract from the neighborhood, and at all times be kept clean and not pose a health hazard to the community.

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 restriction, 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.



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

19. FREE STANDING ANTENNA

No ham radio antenna, satellite dish antenna, or other free standing antenna will be permitted upon a lot. Only normal T.V. antenna attached to the home causing no static, picture distortion or other interference to other homes reception is permitted.

20. 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, carport or turning area for a minimum width of ten (10) feet.

21. MODEL HOMES AND TEMPORARY OFFICES OF BUILDERS

A builder may maintain a model home, temporary sales office and/or temporary construction office within a residence built by such builder for resale or within a trailer or mobile office; PROVIDED that any such builder shall not keep a model home, temporary sales office or temporary construction office within the area after that builder has completed and sold other residences constructed by such builders within the same general area; and, in any event, no such model home, temporary sales office nor temporary construction office shall remain in the same location for longer than one (1) year without the express approval of The Berkeley Company. A builder shall be entitled to place up to two (2) signs on the lot denoting said model home, temporary sales office or temporary construction office, provided that the total square footage of all such signs shall not exceed thirty-six (36) square feet; nor shall they be over seven (7) feet in height, unless approved by The Berkeley Company.

22. 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, 110 Parkway Blvd., Summerville, South Carolina, 29483.

WITNESS the Hand and Seal of the parties heretobefore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 3 day of Jan, A.D. 1983.

Signed, Sealed and Delivered  
In the presence of:

FARMINGTON, INCORPORATED d/b/a  
The Berkeley Company

Charles S. Pagan

By: John R. Sumner  
as its Assistant Vice President

Cheryl Rahn  
As to The Berkeley Company

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BERKELEY        )

PERSONALLY appeared before me Charles S. Pagan, 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 Cheryl Rahn witnessed the execution thereof.

Charles S. Pagan

SWORN to before me this 3  
day of Jan, A.D. 1983.

Cheryl Rahn  
A NOTARY FOR SOUTH CAROLINA

My Commission expires: 5-27-90

The Berkeley Co.  
110 Parkersburg Rd.  
Summerville, S.C.  
29483

9.00

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 J. E. Surrine Company Engineers, CE and LS entitled "PLAT SHOWING LOTS 74 THRU 101 AND LOTS 9 THRU 16, A SECTION OF PHASE I OF INDIAN WOODS VILLAGE:" 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 74 thru 101 and Lots 9 thru 16 as shown on a plat entitled " PLAT SHOWING LOTS 74 THRU 101 AND LOTS 9 THRU 16, A SECTION OF PHASE I OF INDIAN WOODS VILLAGE:" Prepared by J. E. Surrine Company Engineers, CE and LS and recorded in CABINET E at page 69, 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 of parking, either temporarily or permanently of any commercial equipment or vehicles on any street adjacent to any lots.

RECORDED \_\_\_\_\_  
TIME 11:39 am  
DATE Jan 7-1983  
[Signature]  
RMG BERKELEY COUNTY

## 2. SETBACKS

No portion of any building shall be located nearer than twenty (20) feet to any front lot line or any street, 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 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 of 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 two hundred (1,200) square feet of living space, exclusive of one-story open porches and garages. A reduction in the minimum square footage may be permitted by The Berkeley Company for fifty percent (50%) of the area in an enclosed garage of a minimum inside width of twelve (12) feet; provided that any such reduction is limited to a maximum of one hundred fifty (150) square feet for an enclosed garage. An additional five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company at its discretion.



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 place 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 Easements 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, dog pen, 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. No person shall park at/or maintain on any lot a six wheel and/or three axle vehicle or larger.

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

reserve 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 any 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 stove refrigerators, etc.

No animal, other than common household pets will be kept or maintained on any lot. Common household pets will be limited to two (2) and will not be kept, bred or maintained for consumption or commercial purposes. Houses, pens or cages will be built and maintained in a manner that will not detract from the neighborhood, and at all times be kept clean and not pose a health hazard to the community.

#### 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 restriction, 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 herein above referred to.

#### 17. ERECTION OF FENCES

A 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.

19. FREE STANDING ANTENNA

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20. 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 carport or turning area for a minimum width of ten (10) feet.

21. MODEL HOMES AND TEMPORARY OFFICES OF BUILDERS

A builder may maintain a model home, temporary sales office and/or temporary construction office within a residence built by such builder for resale or within a trailer or mobile office; PROVIDED that any such builder shall not keep a model home, temporary sales office or temporary construction office within the area after that builder has completed and sold other residences constructed by such builders within the same general area; and, in any event, no such model home, temporary sales office nor temporary construction office shall remain in the same location for longer than one (1) year without the express approval of The Berkeley Company. A builder shall be entitled to place up to two (2) signs on the lot denoting said model home, temporary sales office or temporary construction office, provided that the total square footage of all such signs shall not exceed thirty-six (36) square feet; nor shall they be over seven (7) feet in height, unless approved by The Berkeley Company.

22. 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, 110 Parkway Blvd., Summerville, South Carolina,

WITNESS the Hand and Seal of the parties heretobefore mentioned,  
signed by the appropriate entities and the official thereunto duly  
authorized, this 10 day of December, A.D. 19 82.

SIGNED, sealed and Delivered

FARMINGTON, INCORPORATED, d/b/a

In the Presence of:

The Berkeley Company

Charles S. Pagan

John R. Thomas  
As its Assistant Vice President

Cheryl Rahn  
AS to the Berkeley Company

STATE OF SOUTH CAROLINA )

COUNTY OF BERKELEY )

PERSONALLY appeared before me Charles S. Pagan, who made  
oath that he/she saw 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 saw with Cheryl Rahn  
witnessed the execution thereof.

SWORN to before me this 10

Charles S. Pagan

day of December, A.D. 19 82

Cheryl Rahn  
Notary For South Carolina

My Commission expires: 5-27-90



228

*Berkeley Company*  
*110 Parkway Blvd.*  
*Summerville, S.C. 29483* 9:00

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

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RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Farmington, Incorporated, doing business as The Berkeley Company, the owner of certain lands situate in the County of Berkeley, State of South Carolina, as shown on the Plat by J.E. Surrine Company Engineers, C.E. and L.S. entitled "PLAT SHOWING LOTS 207 THROUGH 243, A SECTION OF PHASE II OF INDIAN WOODS VILLAGE:" 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 207 through 243, A Section of Phase II of Indian Woods Village: Prepared by J.E. Surrine Company Engineers, C.E. and L.S. and recorded in Cab. E at page 184, 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 PURPOSE ONLY

No lot shall be used nor occupied for other than strictly residential purpose (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 street adjacent to any lots.

RECORDED \_\_\_\_\_  
TIME 3:35pm  
DATE October 4, 1983  
\_\_\_\_\_  
CLERK OF COURT BERKELEY COUNTY

## 2. SETBACKS

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 one hundred fifty (1,150) square feet of living space, exclusive of one-story open porches and garages. A reduction in the minimum square footage may be permitted by The Berkeley Company for fifty percent (50%) of the area in an enclosed garage of a minimum inside width of twelve (12) feet; provided that any such reduction is limited to a maximum of one hundred fifty (150) square feet for an enclosed garage. An additional five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company at its discretion.

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 Easements 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

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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, dog pen, 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. No person shall park at/or maintain on any lot a six wheel and/or three axle vehicle or larger.

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 any 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 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.

No animal, other than common household pets will be kept or maintained on any lot. Common household pets will be limited to two (2) and will not be kept, bred or maintained for consumption or commercial purposes. Houses, pens or cages will be built and maintained in a manner that will not detract from the neighborhood, and at all times be kept clean and not pose a health hazard to the community.

#### 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 restriction, 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.

19. FREE STANDING ANTENNA

No ham radio antenna, satellite dish antenna, or other free standing antenna will be permitted upon a lot. Only normal T.V. antenna attached to the home causing no static, picture distortion or other interference to other homes reception is permitted.

20. 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, carport or turning area for a minimum width of ten (10) feet.

21. MODEL HOMES AND TEMPORARY OFFICES OF BUILDERS

A builder may maintain a model home, temporary sales office and/or temporary construction office within a residence built by such builder for resale or within a trailer or mobile office; PROVIDED that any such builder shall not keep a model home, temporary sales office or temporary construction office within the area after that builder has completed and sold other residences constructed by such builders within the same general area; and, in any event, no such model home, temporary sales office nor temporary construction office shall remain in the same location for longer than one (1) year without the express approval of The Berkeley Company. A builder shall be entitled to place up to two (2) signs on the lot denoting said model home, temporary sales office or temporary construction office, provided that the total square footage of all such signs shall not exceed thirty-six (36) square feet; nor shall they be over seven (7) feet in height, unless approved by The Berkeley Company.

22. 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, 110 Parkway Blvd., Summerville, South Carolina, 29483.

WITNESS the Hand and Seal of the parties heretobefore mentioned,  
signed by the appropriate entities and the official thereunto duly  
authorized, this 4th day of October, A.D. 1983.

SIGNED, sealed and Delivered

FARMINGTON, INCORPORATED, d/b/a

In the Presence of:

The Berkeley Company

Nelle Schnable

John R. Thomas  
Asst. Vice President

M. Evelyn Simmons  
AS to The Berkeley Company

STATE OF SOUTH CAROLINA )

COUNTY OF BERKELEY )

PERSONALLY appeared before me Nelle Schnable, who made  
oath that he/she saw 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 saw with M. Evelyn Simmons  
witnessed the execution thereof.

SWORN to before me this 4th  
day of October, A.D. 1983

Nelle Schnable

M. Evelyn Simmons  
Notary for South Carolina

My Commission expires: 3-9-86



Berkeley Company  
110 Parkway Blvd.  
Summerville, S.C.  
29483.

Re Rec 9.00  
9.00

Re Rec VOL C161 PAGE 09

VOL C160 PAGE 288

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 owner of certain lands situate in the County of Berkeley, State of South Carolina, as shown on the Plat by J.E. Serrine Company Engineers, C.E. and L.S. entitled "PLAT SHOWING LOTS 207 THROUGH 243, A SECTION OF PHASE II OF INDIAN WOODS VILLAGE:" 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 207 through 243, A Section of Phase II of Indian Woods Village: Prepared by J.E. Serrine Company Engineers, C.E. and L.S. and recorded in Cab. E at page 184, 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 PURPOSE ONLY

No lot shall be used nor occupied for other than strictly residential purpose (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 street adjacent to any lots.

RECORDED \_\_\_\_\_  
TIME 3:35 pm  
DATE October 4, 1983  
RMC [Signature] BERKELEY COUNTY

Re Rec RECORDED \_\_\_\_\_  
TIME 1:05 pm  
DATE October 11<sup>th</sup> 1983  
RMC [Signature] BERKELEY COUNTY

2. SETBACKS

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)~~ <sup>seven (7)</sup> 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 nonexisting 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 ~~one hundred fifty~~ <sup>two</sup> hundred ~~fifty~~ <sup>1200</sup> square feet of living space, exclusive of one-story open porches and garages. A reduction in the minimum square footage may be permitted by The Berkeley Company for fifty percent (50%) of the area in an enclosed garage of a minimum inside width of twelve (12) feet; provided that any such reduction is limited to a maximum of one hundred fifty (150) square feet for an enclosed garage. An additional five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company at its discretion.



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 Easements 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.

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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

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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.

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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.

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#### 18. MAILBOXES AND STANDS

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#### 22. 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, 110 Parkway Blvd., Summerville, South Carolina, 29483.



WITNESS the Hand and Seal of the parties heretobefore mentioned,  
signed by the appropriate entities and the official thereunto duly  
authorized, this 4th day of October, A.D. 1983.

SIGNED, sealed and Delivered

FARMINGTON, INCORPORATED, d/b/a

In the Presence of:

The Berkeley Company

Nelle Schnable

John L. Thomas  
As its Vice President  
Asst.

M. Evelyn Simmons  
AS to The Berkeley Company

STATE OF SOUTH CAROLINA )

COUNTY OF BERKELEY )

PERSONALLY appeared before me Nelle Schnable, who made  
oath that he/she saw 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 saw with M. Evelyn Simmons  
witnessed the execution thereof.

SWORN to before me this 4th  
days of October, A.D. 1983

Nelle Schnable

M. Evelyn Simmons  
Notary for South Carolina

My Commission expires: 3-9-86