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ATTORNEY AT LAW

8.00

PARTRIDGE CREEK

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

RESTRICTIVE COVENANTS AND EASEMENTS

KNOW ALL MEN BY THESE PRESENTS that Rainbow Developers, a partnership, (Developer), M and J, a partnership, and Creel, Inc., the owners of all of the lots situate in the County of Berkeley, State of South Carolina, as shown on "Plat Partridge Creek Sangaree Subdivision Owned by M & J Development Company Located in Berkeley County, South Carolina" by CRS Serrine, Inc. dated January 12, 1987, recorded in Plat Cabinet G, Page 115, in the RMC Office for Berkeley County, for valuable consideration, do hereby declare that said lots described below shall be subject to the Restrictive Covenants and Easements set forth below.

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

KNOW ALL MEN BY THESE PRESENTS that Lots 1 through 75, inclusive, Partridge Creek, Sangaree Subdivision, as shown on the plat above referred to, shall be subject to the following Restrictive Covenants and Easements:

1. RESIDENTIAL PURPOSES 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.

2. SETBACKS

No portion of any building shall be located nearer than twenty-five (25') feet to any front lot line, nor nearer than seven (7) feet to a side lot line, nor nearer than ten (10') feet to any rear lot line, except that said front lot line restrictions shall not apply to overhangs, steps, cornices, verandas, piazzas, portals, porches, entranceways and similar front portions of residences. On all lots fronting in whole or in part on a cul-de-sac, the front set back line shall be twenty (20') feet. Buildings located on corner lots shall be sited at approximately ninety (90°) degrees to the intersection of the two streets and no such building shall be located nearer than fifteen (15') feet to either street. The setback provisions herein prescribed may be altered by the Developer in writing whenever, in its judgement, the configuration of any lot renders such provisions unreasonable

C-283-345 AMENDMENT
LOTS 1-75

6-14-90 See Amendment (B) Lot 27
lot 27 Book C 280, Page 182, DATE 4-46 PM
4-20-96 See Amendment C-285 Page 141 RMC
lot 53

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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.

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 Developer, 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 one hundred (1,100) square feet of living space, exclusive of one-story open porches and garages. All residences shall have attached garages which may not be enclosed to create living space. A five (5%) percent reduction in the minimum square footage may be permitted by the Developer 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 owners of over fifty percent (50%) 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 Developer 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 or reversion.

8. INVALIDATION

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

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 or maintain on any lot a six wheel and/or three axle vehicle or larger.

10. 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. Provided further, however, the Developer may maintain subdivision signs on Lots 1 and 42, as shown on said plat, within sign easement areas on said lots measuring five (5') feet on Sangaree Parkway and ten (10') feet on William Street.

11. EXTERIOR MATERIALS

All residences and outbuildings shall be of brick veneer, wood or of stuccoed masonry. Vinyl siding may be used upon written approval by the Developer. All plans for residences and location upon said lots shall be approved in writing by the Developer. If not approved nor disapproved within fifteen (15) days from receipt, such plans shall be automatically accepted. Plans and specifications to be submitted to Rainbow Developers, a partnership, are to be delivered in person or by certified mail.

12. 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 Developer 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.

13. INDIVIDUAL SEWERAGE DISPOSAL SYSTEM

No individual well and/or sewerage disposal system shall be permitted on any lot.

14. 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 Developer 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 Developer.

No noxious or offensive trade or activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become 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 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.

15. NO REPRESENTATION

The Developer 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 Developer other than the specified lots which are laid out and shown on the plat hereinabove referred to.

16. ERECTION OF FENCES

No fence shall be erected enclosing the front portion of any lot, or along any street line, and any fence on the rear portion of any lot shall not be over seven (7') feet in height unless approved by the Developer as herein provided. No fence shall be permitted on any lot except brick, chain link or redwood basketweave types, unless approved by the Developer as herein provided.

17. MAILBOXES AND STANDS

All mailboxes and stands must be of the general type approved by the Developer.

18. 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.

19. DRIVEWAYS

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

20. 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 or temporary construction office shall remain in the same location for longer than one (1) year without the express approval of the Developer. 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 Developer.

21. DELIVERY OF PAPERS AND INSTRUMENTS

All papers and instruments required to be filed with or submitted to the Developer shall be delivered personally or sent by certified mail to Rainbow Developers, a partnership, 1279 Yeamans Hall Road, Hanahan, South Carolina, 29406.

22. AMENDMENTS

The within restrictive covenants and easements can at any time and from time to time be altered, amended, modified or repealed in whole or in part upon the written consent of a majority of the then record owners of the lots, the multiple owners of any one lot counting as one owner.

WITNESS the Hands and Seals of the parties heretobefore mentioned, this 31st day of March, 1987.

IN THE PRESENCE OF:

Danny L. Faulkner
[Signature]

RAINBOW DEVELOPERS, a partnership
BY: John E. Blackwell
a partner
BY: Marion C. [Signature]
a partner