

DOB x 1543
State

STATE OF SOUTH CAROLINA :
COUNTY OF BERKELEY :

RESTRICTIVE COVENANTS
FOR PEBBLE CREEK PATIO
HOMES AT SANGAREE

KNOW ALL MEN BY THESE PRESENTS that Farmington, Incorporated trading and doing business as The Berkeley Company, the owner of certain lands in the County of Berkeley, State of South Carolina, hereby declares, covenants, and agrees on behalf of itself and its Successors and Assigns with all persons and legal entities who shall hereafter purchase any of the property known as Lots 1 through 48 inclusive of Pebble Creek at Sangaree as shown on the plat entitled "PLAT OF A PORTION OF SANGAREE - PEBBLE CREEK PATIO LOTS", prepared by Thomas W. Bailey, C. E. & L. S. and recorded in the Plat Book W Page 226, 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. The Architectural Committee

Whenever used herein, "The Architectural Committee" shall refer to a three member committee comprised of the following members: one (1) from The Berkeley Company and two (2) from Curry-Lane Properties. The Berkeley Company may assign its membership right at any time. Curry-Lane Properties shall appoint two property owners of patio homes to fill its membership right at the time Curry-Lane no longer owns any property in Pebble Creek.

2. Residential Purposes Only

No lot shall be used or occupied for other than strictly residential purposes, 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, or any commercial equipment or vehicles.

3. Construction Period

The exterior of all houses and other structures must be completed within one (1) year after the construction of same has commenced, except

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where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses may not be temporarily occupied until the exteriors thereof have been completed. During the continuance of construction, the owner of the lot shall require the contractor to maintain the lot in a reasonable clean and uncluttered condition.

4. Subdivision of Lots

No lot shall be subdivided, or its boundary lines changed, nor shall application for the same be made to the governing authorities of Berkeley County or such other governmental authority which may hereafter control the subdivision of land, except with the written consent of The Berkeley Company. However, The Berkeley Company hereby expressly reserves to itself, its successors or assigns the right to replat any lot owned by it and shown on the plat of Pebble Creek at Sangaree in order to create a modified building lot or lots and to take such other steps as are reasonably necessary to make such replatted lots suitable and fit as a building site(s), including, but not limited to the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots; provided however, that no lot originally shown on a recorded plat is reduced to a size more than ten (10) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of the two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

5. Sideline Setbacks and "Windowless" Wall

The dwelling unit on each lot shall be constructed so as to utilize a "windowless wall" along one interior lot line as approved by The Architectural Committee. The "windowless wall" of the dwelling unit shall not contain any window or view openings looking into or overlooking the adjacent lot and shall not contain any doors, access ways or entry ways into said adjacent lot. The purpose of this restriction is to

provide for privacy of the occupants of the dwelling on the adjoining lot. There shall be a five-foot (5') minimum setback for all side yards and rear yards. The Architectural Committee reserves the right to approve a change of the setback for any lot to a "zero side line" for a windowless wall upon the determination that reasonable privacy will be assured to the adjoining occupants. However, in no event shall the roof overhang or any other overhang extend over the property line.

6. Temporary Maintenance Easement

An easement five feet in width is reserved upon each lot along any portion of such lot as may be contiguous to an interior lot line upon which a "windowless" wall of a dwelling using a "zero side line", is constructed upon the adjoining lot. The purpose of such easement shall be to permit the owner of the adjoining lot or his contractor or laborer to enter upon the temporary easement area for the purpose of constructing, maintaining and repairing the exterior portion of the "windowless" wall of the dwelling house on the adjoining lot. The use of such easement area by an adjoining owner shall be during daylight hours and shall not exceed a reasonable period of time during which to construct, repair or otherwise maintain said structure, and in no event shall the period exceed thirty (30) days each year for essential maintenance. Any shrubbery or planting in the seven-foot easement area that is removed or damaged by the adjoining owner or any person working in behalf of such owner during the construction, maintenance or repair shall be promptly repaired or replaced at the expense of the adjoining owner causing such damages.

7. Discharge of Rainwater

All dwelling units shall be constructed with appropriate means to insure that no excessive rain water is discharged upon an adjoining owner's lot.

8. Outdoor Living Space, Screening and Fencing

Each lot with a dwelling unit constructed thereon shall contain not less than eight hundred (800) square feet of outdoor living area which is privately screened. Such areas may include land, balcony and roof

areas. It shall not include loading or parking areas or refuse storage areas and should be arranged so as to prevent entry by motor vehicles. The location of such areas shall be approved by The Architectural Committee. The builder is to install privacy walls, fences or shrubbery screening so as to insure privacy, all of which must be approved by The Architectural Committee as to location, design and material. The maximum height of any fence or wall shall be 7 feet. No chain link or wire fencing shall be permitted. The use of brick, masonry, redwood or other sealed and/or treated wood materials or wrought iron shall be encouraged, provided the design and location meets the approval of The Architectural Committee.

9. Offstreet Parking/Driveways

Each dwelling unit shall be constructed so as to provide "off street" parking for not less than two automobiles on each lot. At the time of house construction, each owner shall install an asphalt or concrete driveway from the edge of the street pavement to the garage, carport, or turning area for a minimum width of ten (10) feet.

10. Exterior Colors

All exterior colors and surface materials, of exterior walls and roofs of buildings constructed at Pebble Creek shall be approved by The Architectural Committee. Any subsequent changes in exterior colors and surface materials must also be approved by The Architectural Committee. The purpose of this restriction is to provide for a harmonious blend of colors and building materials on the dwellings constructed and maintained in the subdivision.

11. Approval of Plans

No building, fence, wall or other structure shall be commenced, erected or maintained upon a lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall be submitted to and approved in writing by The Architectural Committee as to harmony of external design and location in relation to surrounding structures and topography. In the event The Architectural Committee fails to approve or disapprove such design and location within

thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

12. Covenants Run With the 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 fifty-one (51%) per cent of the number of the lots shown on the above referred plat has been recorded terminating these Covenants or any part thereof. PROVIDED, HOWEVER, that if a Public Service District 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.

13. Enforcement

Enforcement shall be by proceedings at law or in equity by The Berkeley Company, Sangaree Public Service District and/or any person 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.

14. Invalidation

Invalidation of any one of these Covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

15. 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 following assessments:

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

b. The lot owner and/or his Heirs, Successors and Assigns, agree to pay Sangaree Public Service District such assessments and charges as might be legally assessed by it; it being understood that said Sangaree Public Service District has been established by the South Carolina Legislature and that all assessments and charges shall at all times be within the powers conferred upon it by enabling legislation, as it might from time to time be amended.

16. No Signs or Sign Boards

No signs or sign boards of any description shall be displayed on any lot with the exception of those reading "For Sale" or "For Rent" or appropriate signs of the building contractor during the period of construction or appropriate signs of any Realtor who may handle the property. However, in no event can such sign exceed six (6) square feet in size.

17. Use of Outbuildings and Similar Structures

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

18. Animals, Livestock, etc.

No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon.

19. Aesthetics, Natural Growth, Screening,

Underground Utility Service

No trees six (6) inches or more in diameter may be cut without permission of The Berkeley Company. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from the view of the neighboring lots, roads, streets, the waterfront or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view.

20. Antenna

No radio nor television transmission towers nor antenna shall be erected within the restricted property and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof-ridge line on any house.

21. Trailer, Trucks, School Buses, Boat Trailers

No house trailer nor mobile home, nor habitable motor vehicles of any kind, school buses, trucks (other than "pick-ups") nor other commercial vehicles shall be kept, stored or parked overnight either on any street or any lot except within enclosed garages or within storage areas that may be established by the Developer. Camper trailers or travel trailers, boats on trailers, may be stored on a lot, but must be parked to the rear or back yard of a dwelling house.

22. Offensive Activities

No noxious, offensive nor illegal activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

23. Unightly Materials

No trash, rubbish, debris, junk, stored materials, wrecked nor inoperative vehicles nor similar unightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or similar garbage and trash removal service units. In the event any owner of any developed lot

fails or refuses to keep such property free from any such unsightly items or any weeds, underbrush or other unsightly growth, then Sangaree Public Service District, or its successors, may enter upon such property five days after posting a notice thereon requesting owner to observe this paragraph, and upon entry, remove all such unsightly items or growth at owner's cost. No such entry shall be deemed a trespass.

24. Changing Elevations

No lot owner shall excavate nor extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

25. Individual Wells and Sewerage Disposal Systems

No individual water supply systems and/or sewerage disposal system shall be permitted.

26. Easements

An easement on each lot is hereby reserved by The Berkeley Company for itself and its successors and assigns along, over, under and upon a strip of land as may appear on the aforementioned recorded plat. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities now or in the future, and utility services to, from, or for each of the individual subdivision lots. Within these easements, no structure, planting nor other materials shall be placed nor permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, The Berkeley Company reserves the right to modify or extinguish the herein reserved easements along any lot lines when in its sole discretion adequate reserved easements are otherwise available for the installation of drainage facilities and/or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy nor otherwise encroach upon any of the easement

areas reserved without first obtaining the prior written consent of The Berkeley Company; provided, however, local service from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents therefor from The Berkeley Company.

27. 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, P. O. Box 1543, Summerville, South Carolina 29483.

WITNESS the Hand and Seal of the parties heretofore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 8th day of September, A. D. 1977.

Signed, Sealed and Delivered in the Presence of:

FARMINGTON, INCORPORATED
d/b/a THE BERKELEY COMPANY

[Signature]
Witness

By: [Signature]
Vice President

[Signature]
Witness

PERSONALLY appeared before me Russell V. Zimmerman and made oath that he/~~she~~ saw the within named parties by the above executing officers in the aforesaid capacities sign, seal and as their act and deed deliver the within written instrument, and that he/~~she~~ with Joseph R. Stefani witnessed the execution thereof.

Diane M. Donald

SWORN to before me this 8th day of September, A. D. 1977.

Diane M. Donald
A NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: MY COMMISSION EXPIRES JUNE 7, 1987