

18.00 Claypool

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FILED-RECORDED

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

June 11  
RESTRICTIVE COVENANTS AND EASEMENTS 2011 '92

TO WHOM THESE PRESENTS SHALL CONCERN, Farmington, Incorporated, doing business as The Berkeley Company, its Successors and Assigns, (hereinafter "The Berkeley Company") SENDTH GREETINGS:

WHEREAS, The Berkeley Company is the owner of a development known as "PRESTWICK SUBDIVISION" situated in the County of Berkeley and State of South Carolina, and The Berkeley Company has agreed to subject the lots comprising "PRESTWICK SUBDIVISION", as shown on the plat thereof by Serrine Environmental Consultants, Inc., Engineers, C.E. & L.S. dated May 25, 1992, entitled "PLAT OF PRESTWICK SUBDIVISION SHOWING LOTS 1 THROUGH 10, BLOCK A AND LOTS 11 THROUGH 34, BLOCK B" which plat was recorded in the R.M.C. Office for Berkeley County in Plat Cabinet J, at Page 209 on May 27, 1992, (hereinafter the "Plat").

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 in consideration of the foregoing premises, The Berkeley Company for itself and its Successors and Assigns, agrees with all persons, firms or corporations, acquiring an interest in any of the property shown on the Plat (a "lot" or "lots") to the herein described "Restrictions" or "Restrictive Covenants", relating to the use and occupancy thereof, which said Restrictive Covenants shall run with the title to the lots, as shown on the Plat, and shall inure to the benefit of and be binding upon the heirs, successors or assigns of the acquiring parties or persons:

**RESTRICTIONS**

1. DESCRIPTION OF PROPERTY RESTRICTED. The Property which is made a subject to these restrictions are those numbered lots delineated on the Plat by Serrine Environmental Consultants Inc., Engineers, C.E. & L.S., dated May 25, 1992, entitled "PLAT OF PRESTWICK SUBDIVISION SHOWING LOTS 1 THROUGH 10, BLOCK A AND LOTS

11 THROUGH 34, BLOCK B" and recorded in the R.M.C. Office for Berkeley County, South Carolina in Plat Cabinet J, at Page 209 on May 27, 1992. Only the lots, as described above, are made subject to these Restrictions set forth in this Declaration.

2. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. 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.

3. SETBACK AND BUILDING LINES. No building shall be located on any lot nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering the lot Owner's recommendations, as shown on Owner's site plan; and provided, further, in the event The Berkeley Company fails to notify the lot Owner of its determination within thirty (30) days after receipt of

Owner's site plan, the lot Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. No swimming pool may be constructed or placed on a lot unless the lot owner constructs a privacy fence around the swimming pool at least six feet (6') in height out of materials which are approved by The Berkeley Company.

Swimming pools shall not be nearer than seven feet (7') to any lot line and must be located at the rear of the main dwelling.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed seven (7) feet in height from the minimum building setback line to the rear property line of a lot. Fences shall not extend beyond the actual building fronts. Chain link or similar walls or fences are prohibited.

d. Minor Deviations. Setback provisions herein prescribed may be altered by The Berkeley Company whenever, in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

e. Subdivision of Lots. No portion of any lot shall be sold or conveyed except that a vacant lot may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lot as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

f. Corner Lots. The "Front Line" of any corner lot shall be shorter of the two property lines along the two streets.

g. Porches, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wingwalls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structure shall be approved by The Berkeley Company.

h. Exteriors. All residences and outbuildings shall be of brick veneer, wood, vinyl siding, or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises. In the event other materials are favored for the exterior of outbuildings and receive proper approval, they shall blend harmoniously with the main structure.

1. Driveways. At the time of house construction, the lot owner or its builder shall install an asphalt or concrete driveway from the edge of the street pavement to the garage, carport or turning area for a minimum of nine feet (9').

4. APPROVAL OF PLANS. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to The Berkeley Company. The Berkeley Company shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

5. AREA REQUIREMENTS. The living areas of the main structure on a lot, exclusive of the open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 1,000 square feet.

6. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except that where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national

emergency or natural calamity, unless otherwise extended by The Berkeley Company.

7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS AND DELIVERY RECEP-TACLES. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.

8. 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, barn, storage shed or other structure of a similar nature shall be located on a lot without the approval of The Berkeley Company. No such tent, garage, trailer, shack, barn, storage shed 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 the builders of a house or other approved structure on a lot from using sheds or other temporary structures during construction.

9. LIVESTOCK. 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. All household pets shall not be allowed to run free but shall be restricted to the owners' premises unless on a leash.

10. AESTHETICS. NATURE GROWTH. SCREENING. UNDERGROUND UTILITIES SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written permission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring lots, roads, streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

11. ANTENNA. No radio or television transmission towers or antenna shall be erected on a lot and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line on any house. Other television receivers, such as (Satellite dish types), shall be confined to the rear of the lot, not visible from the front yard, mounted on the ground, of a harmonious color and receive prior written approval of installation from the Berkeley Company.

12. TRAILER, TRUCKS, SCHOOL BUSES, BOAT TRAILERS. No house trailer or mobile home, or habitable motor vehicles of any kind, school buses, trucks (other than "pick-ups") or other commercial vehicles, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages, carports or on the rear of the building, without the approval of The Berkeley Company. The determination of whether a vehicle constitutes a commercial vehicle shall be within the sole discretion of The Berkeley Company.

13. PROHIBITION OF NUISANCE. No noxious or offensive trade or activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to an adjoining lot or 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 a residential lot, storing or selling used vehicles on or from a residential lot, storing used and/or inoperable vehicles for the purpose of parts salvage, repairing or servicing vehicles other than those vehicles proven to be in regular use by the lot owner, etc.; maintaining any sort of open air storage of appliances such as stoves, refrigerators, etc.

14. UNSIGHTLY MATERIALS. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles or similar unsightly 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 pick up 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 weeds, underbrush or other unsightly growth, then The Berkeley Company, or its Successors or Assigns, may enter upon such property five (5) days after posting a notice thereon requesting the lot owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the lot owner's expense. No such entry shall be deemed a trespass. The Berkeley Company's notice shall be sufficient, if it states in substance:

"Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

Should any residence or outbuilding be damaged by fire, explosion, or act of God, said residence and/or outbuilding shall be fully restored to its former appearance within six (6) months, or shall be torn down and all rubble or debris removed from the lot in like period. The Berkeley Company reserves the right to itself and/or Sangaree Special Tax District to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots. 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 lot. However, in no event can such sign exceed six (6) square feet in size.

15. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

16. WELLS. No individual water supply and/or sewerage disposal system shall be permitted except for irrigation.

17. 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 ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot,

along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the Plat. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or 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 such 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, its Successors and Assigns, reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

18. USE OF SAMPLE HOUSES. A builder, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a sample house for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house for display purposes, shall not be construed as a violation of the residential provisions of these restrictions.

19. DOCUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered



personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, c/o First Union Mortgage Corporation, Two First Union Plaza, T-18, Charlotte, North Carolina 28288 or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICABILITY. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plat.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from doing so or recover damages or other compensation for such violation.

22. COVENANTS RUN WITH THE LAND. These restrictions and covenants shall run with the land shown on the Plat for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them from the date of this instrument after which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of fifty-one (51%) percent of the number of lots shown on the 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.

Notwithstanding the foregoing, any one or more terms or provisions of these Restrictive Covenants may be amended or

modified by instrument signed by no less than seventy-five percent (75%) of the owners of the lots which are subject to these Restrictive Covenants and recorded in the Berkeley County RMC Office or such other appropriate office; provided, however, as long as The Berkeley Company owns one or more lots to which these Restrictive Covenants apply, the written approval of The Berkeley Company to any such amendment must be obtained.

23. INVALIDATION. Invalidation of any 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.

24. ASSESSMENTS. By accepting title to and part of the consideration for sale of any lot shown on the hereinbefore mentioned Plat, the lot owner and/or his heirs, successors or assigns agree to share equal responsibility in maintaining and landscaping of common areas or other areas serving the lot owners by payment of any reasonable assessment imposed by The Berkeley Company, if any, from time to time, to defray the cost of maintaining said areas to ensure a well kept neighborhood.

25. SUCCESSORS AND ASSIGNS. Any reference in these Restrictive Covenants to The Berkeley Company shall mean The Berkeley Company, its successors and assigns. Furthermore, The Berkeley Company shall have the right to assign to any one or more persons, firms, corporations, partnerships or associations any and all rights, powers, titles, easements and/or estates reserved or given to it in these Restrictive Covenants.

26. ADDITIONAL PROPERTIES. The Berkeley Company shall have the right, without further consent of any owner of a lot shown on the Plat or a mortgagee or lien holder thereon or any other person or party, to bring with the plan and operation of these Restrictive Covenants, such additional properties which are contiguous and adjacent thereto which may be joined together with those lots shown on the Plat to form Prestwick Subdivision. The additions authorized hereunder shall be made by filing in the Berkeley County RMC Office or such other appropriate office, a Supplementary Declaration of Restrictive Covenants and Easements with respect to

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the additional property to which the operation and effect of the Restrictive Covenants shall extend.

WITNESS the Hand and Seal of the party heretofore mentioned, signed by the appropriate official thereunto duly authorized, this the 5<sup>th</sup> day of June, 1992.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

*Robert E. ...*  
*Ursula E. ...*

FARMINGTON, INCORPORATED,  
D/B/A THE BERKELEY COMPANY

BY:

ITS:

*V. A. ...*

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STATE OF NORTH CAROLINA )  
COUNTY OF MECKLENBURG )

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PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Farmington, Incorporated d/b/a The Berkeley Company by Richard P. White its Vice President, sign, seal and as its act and deed, deliver the within written instrument for the purposes therein mentioned and that he/she with the other witness above-named witnessed the execution thereof.

*Richard P. White*

SWORN TO AND SUBSCRIBED BEFORE ME  
this 5th day of June, 1992.

*[Signature]* (L.S.)  
Notary Public for North Carolina

My Commission Expires: 5/31/94

