

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

JUN 28 1979  
*Ruth T. Mitchum*  
RUTH T. MITCHUM  
REGISTER MESNE CONVEYANCE

WITHDRAWAL AND REPLACEMENT OF  
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Farmington, Incorporated, doing business as The Berkeley Company, placed certain restrictive covenants upon certain property owned by it known as Lots 68 through 80, Block "D" inclusive, Section II; and Lots 23 through 50, inclusive, Block "J," Section II as shown on a plat entitled "PLAT OF A PORTION OF SPRING LAKE VILLAGE AT SANGAREE-SECTION II," prepared by Thomas W. Bailey, C.E. and L.S., and recorded in Plat Book X at page 112 in the office of the Clerk of Court for Berkeley County, South Carolina, which restrictive covenants were recorded in Book C128 at page 223 in the office of the Clerk of Court for Berkeley County, South Carolina, and that Farmington, Incorporated, desires to withdraw said restrictive covenants and to replace them with 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 withdraws the Restrictive Covenants recorded in Book C128 at page 223 in the office of the Clerk of Court for Berkeley County, South Carolina, and do hereby covenant and agree on behalf of themselves and their successors and assigns with all persons and legal entities who shall hereinafter purchase any of the property known as Lots 68 through 80, inclusive, Block "D," Section II; and Lots 23 through 50, inclusive, Block "J," Section II as shown on a plat entitled "PLAT OF A PORTION OF SPRING LAKE VILLAGE AT SANGAREE-SECTION II," prepared by Thomas W. Bailey, C.E. and L.S. and recorded in Plat Book X at Page 112 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

Certified true copies of record in this county.

6-28-79

*Ruth T. Mitchum*

Clerk of Court, C. P. & G. S.  
Berkeley County, South Carolina

lot, including the storage or parking, either temporarily or permanently, of any commercial equipment or vehicles on any lot or on any street adjacent to any of the lots.

## 2. SETBACK

No portion of any building shall be located nearer than twenty (20) feet to any front lot line or any street, nor nearer than 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 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 or for fifty percent (50%) of unfinished living space; provided that any such reduction is limited to a maximum of one hundred fifty (150) square feet for an enclosed garage and a maximum of two hundred (200) square feet for unfinished living space or a combination of unfinished living space and garage so that in any event the minimum finished living space shall never be less than one thousand (1,000) square feet, exclusive of porches, garages, and unfinished living space.

#### 5. EASEMENTS

Grantor reserves easements unto itself, its successors and assigns, for installation and maintenance of utilities and drainage facilities over the rear ten (10) feet of each lot, and five (5) feet along each side lot line on said lots, in addition to any other easements shown on said Plat. Within these easements, no structure, planting, fences nor other materials shall be placed nor permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible. Grantor reserves the right to assign this easement to any utility or governmental entity.

#### 6. COVENANTS RUN WITH LAND

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owner of fifty-one percent (51%) of the number of lots shown on the above referred to Plat has been recorded terminating these Covenants or any part thereof. PROVIDED, HOWEVER, that if a governmental authority or municipality having jurisdiction

over the area enacts and enforces zoning, building codes and ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.

#### 7. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity by The Berkeley Company and/or any persons owning a lot shown on the hereinbefore mentioned Plat, either to restrain violation or to recover damages, in law or in equity. Violation of any of these Restrictions will not result in a forfeiture nor reversion.

#### 8. INVALIDATION

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

#### 9. TEMPORARY MODULAR AND MOBILE STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, barn nor other outbuilding erected on any of the above-listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home," travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

#### 10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned plat, the owner and/or his heirs, successors and assigns agree to pay the Berkeley Electric Cooperative, Inc., or any successor electric utility company regulated by the South

Carolina Public Service Commission, a monthly charge, plus applicable State of South Carolina Sales Tax, for operation and maintenance of a street lighting system.

#### 11. NO SIGNS NOR SIGN BOARDS

Except as set forth herein, no signs nor sign boards of any description shall be displayed on any lot with the exception of those reading "For Sale" or "For Rent" or appropriate signs of any Realtor who may handle the property. However, in no event can such sign exceed six (6) square feet in size.

#### 12. EXTERIOR MATERIALS

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

#### 13. DAMAGED RESIDENCES OR OUTBUILDINGS

Should any residence or outbuilding be damaged by fire, explosion, or act of God, said residence and/or outbuilding shall be fully restored to its former appearance within six (6) months, or shall be torn down and all rubble and debris removed from the lot in like period. The Berkeley Company reserves the right to itself to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots.

#### 14. INDIVIDUAL SEWERAGE DISPOSAL SYSTEM

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

#### 15. LOT MAINTENANCE

Each lot owner shall at all times maintain his lot in a neat, clean, well-kept condition. Brush and grass shall be cut back sufficiently to maintain an attractive appearance. In the event that any lot is maintained in violation of the above requirements, The Berkeley Company reserves unto itself the right, after five (5) days' written notice to the owner, to enter any lot for the purpose of correcting such condition, the cost of such correction to be at the expense of the lot owner. No trees with a diameter of more than six (6) inches may be cut without permission of The Berkeley Company.

No noxious nor offensive trade nor activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The definition of noxious or offensive trade or activity shall include, but not be limited to, such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperatable vehicles other than those vehicles proven to be in regular use by the lot owner, etc., maintaining any sort of open air storage of appliances such as stoves, refrigerators, etc.

#### 16. NO REPRESENTATION

The Berkeley Company is bound by no representation touching nor affecting the property which is not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land in The Berkeley Company other than the specified lots which are laid out and shown on the plat hereinabove referred to.

#### 17. ERECTION OF FENCES

No fence shall be erected enclosing the front portion of any lot, and any fence on the rear portion of any lot shall not be over seven (7) feet in height unless approved by The Berkeley Company as herein provided. No fence shall be permitted on any lot except brick, chain link nor 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. 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 an area after that builder has completed and sold other residences constructed by such builder 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 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.

21. 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, Post Office Box 1543, 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 25<sup>th</sup> day of June, A.D. 1979.

SIGNED, Sealed and Delivered  
In the Presence of:

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

FARMINGTON, INCORPORATED d/b/a  
The Berkeley Company

By: [Signature]  
As Its Vice President

South  
STATE OF ~~SOUTH~~ CAROLINA )  
Hall  
COUNTY OF ~~BERKELEY~~ )

PERSONALLY appeared before me Fred L. Binions, who made oath  
that he saw the within named parties by the above executing officer in  
the aforesaid capacity sign, seal, and as his act and deed, deliver the  
within written instrument, and that he with Fred L. Binions witnessed  
the execution thereof.

SWORN to before me this 25<sup>th</sup>  
day of June, A.D. 1979.

Mary S. Goodrich  
A NOTARY FOR SOUTH CAROLINA  
[Signature]

Fred L. Binions

My commission expires: 10/29/79



See Restrictive Covenants 4-29-74, C107, pg 135

C — D+D C 3.85  
plat 2.00

See Modification of Restrictive Covenants  
4-19-76 C115 page 59  
See Modification of Restrictive Covenants C179 pg 306 12/4/84 (COT per Dec 74)

STATE OF SOUTH CAROLINA :  
COUNTY OF BERKELEY : RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Berkeley Development Company and Farmington, Incorporated, joint venturers trading and doing business as The Berkeley Company, the owners of certain lands situate in the County of Berkeley, State of South Carolina, shown on the plat by Thomas W. Bailey, P. E. entitled "PLAT OF A PORTION OF SANGAREE-SECTION 1", hereinafter more fully referred to, for valuable consideration, do hereby declare that the lands described below, shall be subject to the Restrictive Covenants and Conditions, herein set forth as follows:

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 covenant and agree on behalf of themselves and their Successors and Assigns with all persons and legal entities who shall hereafter purchase any of the property known as Lots 1 through 44 and Lots 86 through 109 of Section 1-A and Lots 9, 10, 11 and 26 through 40, inclusive as shown on the plat entitled, "PLAT OF A PORTION OF SANGAREE-SECTION 1", prepared by Thomas W. Bailey, P. E. and recorded in Plat Book V, Page 116, 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 or occupied for other than strictly residential purposes, and no form of combined business and residential use shall be made of any building.

RECEIVED & RECORDED  
Hour 12:25 Minute 0  
Book C107 Page 19  
APR 29 1974  
AL H. KENNEDY  
CLERK OF COURT  
BERKELEY COUNTY, S. C.

## 2. Setback

No portion of any building shall be located nearer than twenty (20) 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 restriction shall not apply to overhangs, steps, cornices, verandas, piazzas, portals, porches, entranceways and similar front portions of residences. The set back provision 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 owners thereof. If any owner shall elect to use more than one lot for one residence, the boundary line formerly existing shall be regarded as non-existing for the purpose of determining the side set back of the structure. The set back 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 of The Berkeley Company.

## 3. Redivision of Lots

No lot shall be divided or rearranged or altered so as to result in said lot having less frontage or less total square foot area than prior to said division, 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 hence forth 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. A ten (10%) per cent reduction in the minimum square footage may be permitted by The Berkeley Company for any house having an enclosed garage of a minimum inside width of twelve (12) feet.

5. Easements

Grantor reserves easements unto itself and Sangaree Public Service District, 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 or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

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

fifty-one (51%) per cent 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 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.

7. 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.

8. 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.

9. Temporary Modular and Mobile Structure

No structure of a temporary character, basements, tent, shack, garage or other outbuilding erected on any of the above listed lots shall at any time be used as a residence, temporarily or permanently. 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", or residential trailer, or any vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

10. Assessments

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned plat, the owner and/or his Heirs, Successors and Assigns agree to pay the 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 the enabling legislation, as it might from time to time be amended.

11. 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.

#### 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 residence or outbuilding unless upon specific written authority and approval of the use thereof by The Berkeley Company. All Plans for residences and location upon lots shall be approved in writing by The Berkeley Company. If not approved or disapproved within fifteen (15) days from receipt, such Plans shall be automatically acceptable. Plans and Specifications to be submitted to The Berkeley Company in person or by certified mail.

#### 13. Damaged Residence or Outbuilding

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 Public Service District 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 and/or Sangaree Public

Service District 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.

16. No Representation

The Berkeley Company is bound by no representation touching or affecting the property which are not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land in The Berkeley Company other than the specified lots which are laid out and shown on the plat hereinabove referred to.

17. Erection of Fence

No fence shall be erected closing the front portion of any lot, and any fence on the rear portion of the 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. Mailbox and Stand

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

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, car port or turning area for a minimum width of ten (10) feet.

20. 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 Thomas W. Bailey, P. E., Route #4, Box 619, Summerville, South Carolina 29483, who is designated as agent to The Berkeley Company for this purpose. The Berkeley Company reserves the right to change the individual representing it in this capacity from time to time or designate others as it may desire, and in the event that this does occur, The Berkeley Company shall file such designation in the Office of the Clerk of Court for Berkeley County.

WITNESS the Hand and Seal of the parties heretofore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 11 day of March A.D. 1974.

Signed, Sealed and Delivered  
in the Presence of

[Signature]  
AS TO BERKELEY DEVELOPMENT  
COMPANY

BERKELEY DEVELOPMENT COMPANY, a  
general partnership,  
BY: COLONY CONSTRUCTION COMPANY, INC.

By [Signature]  
G.A. RYALS, AS ITS VICE PRESIDENT

AND

FARMINGTON, INCORPORATED

By [Signature]  
AS ITS VICE PRESIDENT

[Signature]  
AS TO FARMINGTON, INCORPORATED

BOTH AS JOINT VENTURERS TRADING  
AND DOING BUSINESS AS THE  
BERKELEY COMPANY



STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

Recorded  
Berkeley city  
March 13, 1974  
Book C-107, Page 135  
RESTRICTIVE COVENANTS  
19

WHEREAS, BERKELEY DEVELOPMENT COMPANY and FARMINGTON, INCORPORATED, joint ventures trading and doing business as THE BERKELEY COMPANY, being the owners of certain lands situate in Berkeley County, South Carolina, as shown on a plat captioned "PLAT OF A PORTION OF SANGAREE-SECTION I", prepared by Thomas W. Bailey, P.E., which is recorded in the Office of the Clerk of Court for Berkeley County, South Carolina, in Plat Book "V", at Page 16, filed Restrictive Covenants, dated March 11, 1974, pertaining to certain lots as shown on the aforesaid plat, said Covenants having been filed for record on March 13, 1974, and appearing in said Clerk's Office in Book C-107, at Page 19; and

WHEREAS, since the filing of the aforesaid Covenants, a portion of said lots have been conveyed to Northwood Homes, Inc. by deed, dated March 14, 1974, which appears of record in said Clerk's Office in Book A-268, at Page 138; and

WHEREAS, it has come to the attention of said parties that the aforesaid plat recorded in Plat Book "V", at Page 16, contains certain omissions which the parties desire to have corrected; and

WHEREAS, a new plat has been prepared which includes additional lots not heretofore shown on the aforesaid plat and the owners of the property desire that the Covenants recorded in Book C-107, at Page 19, shall be applicable to the lots shown on the new plat, NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that the undersigned hereby covenant and agree on behalf of themselves and their Successors and Assigns with all persons and legal entities their Heirs, Successors and Assigns, who shall hereafter purchase any of the property known as Lots 1 through 60, inclusive, Lots 62 through 66, inclusive, Lots 71 through 75-A, inclusive, and Lots 76 through 109, inclusive, of Section I-A, Sangaree; Lots 1 through 4, inclusive, and Lots 38 through 46, inclusive, of Section I-B, Sangaree; Lots 9 through 40, inclusive, of Section I-C, Sangaree; as shown on a plat entitled "...PLAT OF A PORTION OF SANGAREE - SECTION I..", dated November, 1973, and revised on March, 1974, having been prepared by Thomas W. Bailey,

C 107 Page 135 4/29/74  
Lots 1-60, 62-66, 71-75-A, 76-109 Sect. I-A  
Lots 1-4, Lot 38-46 Sect. I-B  
Lots 9-40 Sect. I-C

Extra Copy

C.E. & L.S. which is recorded in the Office of the Clerk of Court for Berkeley County, South Carolina, in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_, that said lots shall be subject to the Restrictive Covenants, dated March 11, 1974, and filed for record in the Office of the Clerk of Court for Berkeley County, South Carolina, on March 13, 1974, and appearing of record in Book C-107, at Page 19, and the aforesaid lots are hereby made subject to said Restrictive Covenants the same as if said covenants were set forth herein verbatim.

WITNESS the Hand and Seal of the parties heretofore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 26th day of April, A.D. 1974.

Signed, Sealed and Delivered in the Presence of

*Linda J. Droze*

*Sandra H. Matthews*  
AS TO BERKELEY DEVELOPMENT COMPANY

*Joanne Smith*  
*William H. Johnston*  
AS TO FARMINGTON, INCORPORATED

BERKELEY DEVELOPMENT COMPANY, a general partnership.  
BY: COLONY CONSTRUCTION COMPANY, INC.

BY: *G. A. Ryals*  
G. A. RYALS, AS ITS VICE PRESIDENT AND FARMINGTON, INCORPORATED

BY: *William H. Johnston*

BOTH AS JOINT VENTURES TRADING AND DOING BUSINESS AS THE BERKELEY COMPANY

AS TO NORTHWOOD HOMES, INC.

NORTHWOOD HOMES, INC.

BY: \_\_\_\_\_  
G. CURTIS MARTIN, as its President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BERKELEY         )

PERSONALLY appeared before me Linda J. Droze and made oath that she saw the within named BERKELEY DEVELOPMENT COMPANY BY COLONY CONSTRUCTION COMPANY, INC., BY its Vice President, G. A. RYALS, sign, affix the corporate Seal, and as the Act and Deed of the said general partnership, by said Corporation deliver the within written deed, and that she with Sandra H. Matthews witnessed the execution thereof.

SWORN to before me this

26 day of April, A.D. 1974

*Sandra H. Matthews* (SEAL)  
A NOTARY PUBLIC FOR SOUTH CAROLINA

*Linda J. Droze*

My Commission Expires: 12/23/80

STATE OF South Carolina )  
 )  
COUNTY OF Charleston )

PERSONALLY appeared before me Joanne Smith  
made oath that 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 She with Carolyn G. Tumbleston  
witnessed the execution thereof.

SWORN to before me this 29th  
day of April, A.D. 1974.

Joanne Smith

Wilma B. Adams (SEAL)  
A NOTARY PUBLIC FOR South Carolina

My Commission Expires: February 16, 1980

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me \_\_\_\_\_  
and made oath that he saw the within named NORTHWOOD HOMES, INC., by its  
President G. CURTIS MARTIN, sign, affix the corporate Seal, and as the Act and  
Deed of the said corporation delivered the within written instrument, and that  
he with \_\_\_\_\_ witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, A.D. 1974.

\_\_\_\_\_  
(SEAL)  
A NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: \_\_\_\_\_

225 JATS

RECEIVED & RECORDED  
Hour. 3:15 Minute P  
Book 2110 Page 38

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

DEC 13 1974

RESTRICTIVE COVENANTS ✓

A. H. KENNEDY  
CLERK OF COURT  
BERKELEY COUNTY, S. C.

KNOW ALL MEN BY THESE PRESENTS that Berkeley Development Company and Farmington, Incorporated, joint venturers trading and doing business as The Berkeley Company, the owners of certain lands situate in the County of Berkeley, State of South Carolina, shown on the plat by Thomas W. Bailey, C.E. & L.S., entitled "PLAT OF A PORTION OF SANGAREE-SECTION 1", hereinafter more fully referred to, for valuable consideration, do hereby declare that the lands described below, shall be subject to the Restrictive Covenants and Conditions, herein set forth as follows:

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 covenant and agree on behalf of themselves and their Successors and Assigns with all persons and legal entities who shall hereafter purchase any of the property known as Lots 61, 67, 68, 69 and 70 of Section 1-A and Lots 2 through 40, inclusive, of Section 1-C and Lots 1 through 49, inclusive, of Section 1-B and Lots 1 through 27, inclusive of Section 1-E and Lots 1 through 31, inclusive of Section 1-F and Lot 1, Section 1-G as shown on the plat entitled, "PLAT OF A PORTION OF SANGAREE-SECTION 1", prepared by Thomas W. Bailey, C.E. & L.S. and recorded in the File Cabinet 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 or occupied for other than strictly residential purposes, and no form of combined business and residential use shall be made of any building.

## 2. Setback

No portion of any building shall be located nearer than twenty (20) 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 restriction shall not apply to overhangs, ~~steps~~, cornices, verandas, piazzas, portals, porches, entranceways and similar front portions of residences. The set back provision 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 owners thereof. If any owner shall elect to use more than one lot for one residence, the boundary line formerly existing shall be regarded as non-existing for the purpose of determining the side setback of the structure. The set back 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 of The Berkeley Company.

## 3. Redivision of Lots

No lot shall be divided or rearranged or altered so as to result in said lot having less frontage or less total square foot area than prior to said division, 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 hence forth 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. A ten (10%) per cent reduction in the minimum square footage may be permitted by The Berkeley Company for any house having an enclosed garage of a minimum inside width of twelve (12) feet.

5. Easements

Grantor reserves easements unto itself and Sangaree Public Service District, their 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 or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

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

fifty-one (51%) per cent 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 Public Service District or Municipality having jurisdiction over the area enacts and enforces zoning, building codes and ordinances, these restriction 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, 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.

8. 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.

9. Temporary Modular and Mobile Structure

No structure of a temporary character, <sup>TRAILER</sup> ~~basement~~, tent, shack, garage, <sup>BARND</sup> or other outbuilding erected on any of the above listed lots shall at any time be used <sup>for human habitation</sup> as a residence, 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

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*travel trailer*

"Mobile Home" <sup>^</sup> or residential trailer, or any vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

10. Assessments

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned plat, the owner and/or his Heirs, Successors and Assigns agree to pay the 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 the enabling legislation, as it might from time to time be amended.

11. 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.



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 residence or outbuilding unless upon specific written authority and approval of the use thereof by The Berkeley Company. All Plans for residences and location upon lots shall be approved in writing by The Berkeley Company. If not approved or disapproved within fifteen (15) days from receipt, such Plans shall be automatically acceptable. Plans and Specifications to be submitted to The Berkeley Company in person or by certified mail.

13. Damaged Residence or Outbuilding

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 Public Service District 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 and/or Sangaree Public

Service District 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.

16. No Representation

The Berkeley Company is bound by no representation touching or affecting the property which are not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land in The Berkeley Company other than the specified lots which are laid out and shown on the plat hereinabove referred to.

17. Erection of Fence

No fence shall be erected closing the front portion of any lot, and any fence on the rear portion of the 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. Mailbox and Stand

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

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, car port or turning area for a minimum width of ten (10) feet.

20. 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

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by certified mail to Thomas W. Bailey, C.E. & L.S., Route #4, Box 619, Summerville, South Carolina 29483, who is designated as agent of The Berkeley Company for this purpose. The Berkeley Company reserves the right to change the individual representing it in this capacity from time to time or designate others as it may desire, and in the event that this does occur, The Berkeley Company shall file such designation in the Office of the Clerk of Court for Berkeley County.

WITNESS the Hand and Seal of the parties heretofore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 13th day of December, A.D. 1974.

Signed, Sealed and Delivered  
in the Presence of

[Signature]  
[Signature]  
AS TO BERKELEY DEVELOPMENT  
COMPANY

[Signature]  
[Signature]  
AS TO FARMINGTON, INCORPORATED

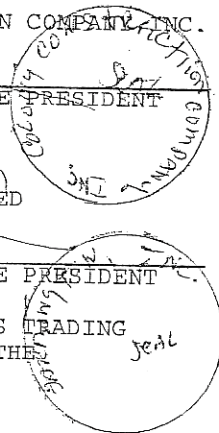
BERKELEY DEVELOPMENT COMPANY, a  
General Partnership,  
By: COLONY CONSTRUCTION COMPANY, INC.

By: [Signature]  
G.A. RYALS, AS ITS VICE PRESIDENT  
AND

FARMINGTON, INCORPORATED

By: [Signature]  
AS ITS VICE PRESIDENT

BOTH AS JOINT VENTURERS TRADING  
AND DOING BUSINESS AS THE  
BERKELEY COMPANY



STATE OF SOUTH CAROLINA :

COUNTY OF CHARLESTON :

PERSONALLY appeared before me Gregory O. Theos  
and made oath that he saw the within named BERKELEY DEVELOPMENT  
COMPANY BY COLONY CONSTRUCTION COMPANY, INC., by its Vice-President,  
G. A. RYALS, sign, affix the corporate seal, and as the Act and  
Deed of the said general partnership, by said Corporation deliver  
the within written deed, and that he with Kathy T. Turbeville  
witnessed the execution thereof.

Gregory O. Theos

SWORN to before me this 13th  
day of Dec. A.D. 1974,

Kathy T. Turbeville (SEAL)  
A NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 11-18-81

STATE OF SOUTH CAROLINA :

COUNTY OF CHARLESTON :

PERSONALLY appeared before me Gregory O. Theos  
made oath that he saw the within named parties by the above exe-  
cuting officers in the aforesaid capacities sign, seal and as their  
act and deed deliver the within written instrument, and that he  
with Kathy T. Turbeville witnessed the execution thereof.

Gregory O. Theos

SWORN to before me this 13th  
day of December, A.D. 1974.

Kathy T. Turbeville (SEAL)  
A NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 11-18-81



*asp #1*

*for Sangaree lesa  
I.U. Restrictive covenants*

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Berkeley Development Company and Farmington, Incorporated, joint venturers trading and doing business as The Berkeley Company, the owners of certain lands situate in the County of Berkeley, State of South Carolina, shown on the Plat by Thomas W. Bailey, C.E. & L.S., entitled: "PLAT OF A PORTION OF SANGAREE-SECTION I", hereinafter more fully referred to, for valuable consideration, do hereby declare that the lands described below, shall be subject to the Restrictive Covenants and Conditions, herein set forth as follows:

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

KNOW ALL MEN BY THESE PRESENT that the undersigned hereby covenant and agree on behalf of themselves and their Successors and Assigns with all persons and legal entities who shall hereafter purchase any of the property known as Lots 1A and 1 through 40 inclusive Section 1-D; Lot 41 Section 1-C; Lots 1 through 16 inclusive Section 1-G as shown on the plat entitled, "PLAT OF 61 LOTS IN A PORTION OF SANGAREE SUBDIVISION", prepared by Thomas W. Bailey, C.E. & L.S. and recorded in Plat Book W - Page 3 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 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, of any commercial equipment or vehicles.

RECEIVED & RECORDED  
Hour 2:25 Minute P  
Book C114 Page 41

*C114 Pg. 41 2/5/76 FEB 5 - 1976*

*Lots 1A & 1-40 Sect. 1-D  
" I-C  
" I-C*

*Extra Copy*

A. H. KENNEDY  
CLERK OF COURT  
BERKELEY COUNTY, S. C.

## 2. SETBACK

No portion of any building shall be located nearer than twenty (20) 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. The set back 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 owners thereof. If any owner shall elect to use more than one lot for one residence, the boundary line formerly existing shall be regarded as non-existing for the purpose of determining the side setback of the structure. The set back 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 or rearranged or altered so as to result in said lot having less frontage or less total square foot area than prior to said division, 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 hence forth 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. A ten (10%) per cent reduction in the minimum square footage may be permitted by The Berkeley Company for any house having an enclosed garage of a minimum inside width of twelve (12) feet.

5. EASEMENTS

\* Grantor reserves easements unto itself and Sangaree Public Service District, their 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 or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

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



fifty-one (51) per cent 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 Public Service District or Municipality having jurisdiction over the area enacts and enforces zoning, building codes and ordinances, these restriction 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, 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.

8. INVALIDATION

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

9. TEMPORARY MODULAR AND MOBILE STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home".

travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned plat, the owner and/or his Heirs, Successors and Assigns agree to pay the 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 the enabling legislation, as it might from time to time be amended.

11. 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.

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 or outbuilding unless upon specific written authority and approval of the use thereof by The Berkeley Company. All Plans for residences and location upon lots shall be approved in writing by The Berkeley Company. If not approved or disapproved with fifteen (15) days from receipt, such Plans shall be automatically acceptable. Plans and Specifications to be submitted to The Berkeley Company in person or by certified mail.

13. DAMAGED RESIDENCES OR OUTBUILDING

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 Public Service District 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 and/or Sangaree Public Service District 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 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 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 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.

16. NO REPRESENTATION

The Berkeley Company is bound by no representation touching or affecting the property which are not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land in The Berkeley Company other than the specified lots which are laid out and shown on the plat hereinabove referred to.

17. ERECTION OF FENCE

No fence shall be erected closing the front portion of any lot, and any fence on the rear portion of the 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. MAILBOX AND STAND

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

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, car port or turning area for a minimum width of ten (10) feet.

20. 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 Thomas W. Bailey, C.E. & L.S., Box 736, Summerville, South Carolina 29483, who is designated as agent of The Berkeley Company for this purpose. The Berkeley Company reserves the right to change the individual representing it in this capacity from time to time or designate others as it may desire, and in the event that this does occur, The Berkeley Company shall file such designation in the Office of the Clerk of Court for Berkeley County.

WITNESS the Hand and Seal of the parties heretofore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 5th day of February, A.D. 1976.

Signed, Sealed and Delivered  
in the Presence of

Maudie M. McClure  
Sandra H. Matthews  
AS TO BERKELEY DEVELOPMENT  
COMPANY

BERKELEY DEVELOPMENT COMPANY, a  
GENERAL PARTNERSHIP,  
By: COLONY CONSTRUCTION COMPANY, INC.

By: G. A. Ryals  
G. A. RYALS, AS ITS VICE PRESIDENT

AND  
FARMINGTON, INCORPORATED

By: David K. Bay  
AS ITS VICE PRESIDENT

BOTH AS JOINT VENTURERS TRADING  
AND DOING BUSINESS AS THE  
BERKELEY COMPANY

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

PERSONALLY appeared before me Maude M. McClure  
and made oath that she saw the within named BERKELEY DEVELOPMENT  
COMPANY BY COLONY CONSTRUCTION COMPANY, INC., by its Vice-President,  
G. A. RYALS, sign, affix the corporate seal, and as the Act and Deed  
of the said general partnership, by said Corporation deliver the  
within written deed, and that he with Sandra H. Matthews  
witnessed the execution thereof.

Maude M. McClure

SWORN to before me this 5th  
day of February, A.D. 1976,

Sandra H. Matthews (SEAL)  
A NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 12/23/80

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

PERSONALLY appeared before me Maude M. McClure  
and made oath that she saw the within named parties by the above exe-  
cuting officers in the aforesaid capacities sign, seal and as their  
act and deed deliver the within written instrument, and that he  
with Sandra H. Matthews witnessed the execution thereof.

Maude M. McClure

SWORN to before me this 5th  
day of February, A.D. 1976.

Sandra H. Matthews (SEAL)  
A NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 12/23/80

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

*[Signature]*  
A. H. KENNEDY  
CLERK OF COURT  
BERKELEY COUNTY, S. C.

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

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 covenant and agree on behalf of themselves and their Successors and Assigns with all persons and legal entities who shall hereafter purchase any of the property known as lots 1 through 18 inclusive Section II, Block "K" and lots 44, 45, 46, 47, 48, 49 Section II, Block "D" as shown on the plat entitled "PLAT OF LOTS 1 THROUGH 18, BLOCK "K" AND LOTS 44 THROUGH 49, BLOCK "D" SANGAREE SUBDIVISION, SECTION II", prepared by Thomas W. Bailey, C.E. & L.S. and recorded in Plat Book W., Page 79. 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 or occupied for other than strictly residential purposes, and no form of combined business and residential use shall be made of any building of lot, including the storage of parking, either temporarily or permanently, or any commercial equipment or vehicles.

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. A ten (10%) per cent reduction in the minimum square footage may be permitted by The Berkeley Company for any house having an enclosed garage of a minimum inside width of twelve (12) feet.

5. EASEMENTS

Grantor reserves easements unto itself and Sangaree Public Service District, their 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 or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

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



travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned plat, the owner and/or his Heirs, Successors and Assigns agree to pay the 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 the enabling legislation, as it might from time to time be amended.

11. 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.

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 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 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.

16. NO REPRESENTATION

The Berkeley Company is bound by no representation touching or affecting the property which are not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land in The Berkeley Company other than the specified lots which are laid out and shown on the plat hereinabove referred to.

17. ERECTION OF FENCE

No fence shall be erected closing the front portion of any lot, and any fence on the rear portion of the 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. MAILBOX AND STAND

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

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, car port or turning area for a minimum width of ten (10) feet.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me Eunice A. Flowers  
and made oath that ~~She~~ saw the within named parties by the above exe-  
cuting officers in the aforesaid capacities sign, seal and as their  
act and deed deliver the within written instrument, and that ~~She~~  
with Sandra H. Matthews witnessed the execution thereof.

Eunice A. Flowers

SWORN to before me this 4<sup>th</sup>  
day of October, A.D. 1976.

Sandra H. Matthews (SEAL)  
A NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 12-23-80

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

RESTRICTIVE COVENANTS

*A. H. Kennedy*

A. H. KENNEDY  
CLERK OF COURT  
BERKELEY COUNTY, S. C.

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

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 covenant and agree on behalf of themselves and their Successors and Assigns with all persons and legal entities who shall hereafter purchase any of the property known as lots 1 through 33 inclusive Section II, Block "A", and lots 1 through 20 inclusive Section II, Block "B", and lots 34 through 41 inclusive, Section II Block "B", and lots 1 through 9 inclusive Section II, Block "C", and lots 1 through 3 inclusive Section II, Block "D" as shown on the plat entitled "PLAT OF A PORTION OF SANGAREE-SECTION II" prepared by Thomas W. Bailey, C.E. & L.S. and recorded in Plat Book 63 Page 137. 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 or occupied for other than strictly residential purposes, and no form of combined business and residential use shall be made of any building of lot, including the storage of parking, either temporarily or permanently, or any commercial equipment or vehicles.

## 2. SETBACK

No portion of any building shall be located nearer than twenty (20) 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. The set back 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 owners thereof. If any owner shall elect to use more than one lot for one residence, the boundary line formerly existing shall be regarded as non-existing for the purpose of determining the side setback of the structure. The set back 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 or rearranged or altered so as to result in said lot having less frontage or less total square foot area than prior to said division, 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 hence forth 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. A ten (10%) per cent reduction in the minimum square footage may be permitted by The Berkeley Company for any house having an enclosed garage of a minimum inside width of twelve (12) feet.

5. EASEMENTS

Grantor reserves easements unto itself and Sangaree Public Service District, their 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 or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

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

fifty-one (51) per cent 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 Public Service District or Municipality having jurisdiction over the area enacts and enforces zoning, building codes and ordinances, these restriction 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, Sangaree Public Service District and/or any person owning a lot shown on the hereintbefore 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 judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

9. TEMPORARY MODULAR AND MOBILE STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home",

travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned plat, the owner and/or his Heirs, Successors and Assigns agree to pay the 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 the enabling legislation, as it might from time to time be amended.

11. 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.



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 or outbuilding unless upon specific written authority and approval of the use thereof by The Berkeley Company. All Plans for residences and location upon lots shall be approved in writing by The Berkeley Company. If not approved or disapproved within fifteen (15) days from receipt, such Plans shall be automatically acceptable. Plans and Specifications to be submitted to The Berkeley Company in person or by certified mail.

13. DAMAGED RESIDENCES OR OUTBUILDING

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 Public Service District 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 and/or Sangaree Public Service District 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 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 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 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.

16. NO REPRESENTATION

The Berkeley Company is bound by no representation touching or affecting the property which are not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land in The Berkeley Company other than the specified lots which are laid out and shown on the plat hereinabove referred to.

17. ERECTION OF FENCE

No fence shall be erected closing the front portion of any lot, and any fence on the rear portion of the 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. MAILBOX AND STAND

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

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, car port or turning area for a minimum width of ten (10) feet.

20. 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 20<sup>th</sup> day of DECEMBER, A.D. 1976.

Signed, Sealed and Delivered in

the Presence of:

Ernie A. Flouren

Maudie M. McClure  
As to the Berkeley Company

FARMINGTON, INCORPORATED

By: David K. Ryan  
As its Vice President

Doing Business as The Berkeley  
Company

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

RESTRICTIVE COVENANTS

*Berkeley 154-  
P.O. Box 154-  
Wille 39482  
32-*

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

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 covenant and agree on behalf of themselves and their Successors and Assigns with all persons and legal entities who shall hereafter purchase any of the property known as Lots 21 through 33 inclusive Section II, Block "B", and Lots 10 through 17 inclusive Section II, Block "C" as shown on the plat entitled "PLAT OF A PORTION OF SANGAREE-SECTION II" prepared By Thomas W. Bailey, C. E. & L. S. and recorded in the Plat Book W Page 184. 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 or occupied for other than strictly residential purposes, and no form of combined business and residential use shall be made of any building of lot, including the storage of parking, either temporarily or permanently, or any commercial equipment or vehicles.

RECEIVED & RECORDED  
DATE 4/15/77  
BOOK C 120 Page 53  
JUN 21 1977  
N. H. HENNING  
CLERK OF COURT  
BERKELEY COUNTY, S.C.

## 2. SETBACK

No portion of any building shall be located nearer than twenty (20) 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. The set back 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 owners thereof. If any owner shall elect to use more than one lot for one residence, the boundary line formerly existing shall be regarded as non-existing for the purpose of determining the side setback of the structure. The set back 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 or rearranged or altered so as to result in said lot having less frontage or less total square foot area than prior to said division, 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 hence forth 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. A ten (10%) per cent reduction in the minimum square footage may be permitted by The Berkeley Company for any house having an enclosed garage of a minimum inside width of twelve (12) feet.

5. EASEMENTS

Grantor reserves easements unto itself and Sangaree Public Service District, their 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 or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

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 (51) per cent 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 Public Service District or Municipality having jurisdiction over the area enacts and enforces zoning, building codes and ordinances, these restriction 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, 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.

8. INVALIDATION

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

9. TEMPORARY MODULAR AND MOBILE STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home",

travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned plat, the owner and/or his Heirs, Successors and Assigns agree to pay the 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 the enabling legislation, as it might from time to time be amended.

11. 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.



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 or outbuilding unless upon specific written authority and approval of the use thereof by The Berkeley Company. All Plans for residences and location upon lots shall be approved in writing by The Berkeley Company. If not approved or disapproved with fifteen (15) days from receipt, such Plans shall be automatically acceptable. Plans and Specifications to be submitted to The Berkeley Company in person or by certified mail.

13. DAMAGED RESIDENCES OR OUTBUILDING

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 Public Service District 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 and/or Sangaree Public Service District 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 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 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 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.

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No fence shall be erected closing the front portion of any lot, and any fence on the rear portion of the 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. MAILBOX AND STAND

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

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, car port or turning area for a minimum width of ten (10) feet.

20. 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 21st day of June, A. D. 1977.

Signed, Sealed and Delivered in  
the Presence of:

Diane M. Donald

Russell M. [Signature]  
As to The Berkeley Company

FARMINGTON, INCORPORATED

By: [Signature]

As its Vice President

Doing Business as The Berkeley  
Company

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PERSONALLY appeared before me *Russell W. Johnson*  
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 *Diane M. Donald* witnessed the execution  
thereof.

*Russell W. Johnson*

SWORN to before me this *21st*  
day of *June*, A. D. 1977.

*Diane M. Donald*  
A NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: *6-7-87*



*Berkeley W. 3.2*

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

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 covenant and agree on behalf of themselves and their Successors and Assigns with all persons and legal entities who shall hereafter purchase any of the property known as Lots 1 through 7 inclusive, Section II, Block "G" and Lots 19 through 31 inclusive, Section II, Block "K" as shown on the plat entitled "PLAT OF A PORTION OF SPRING LAKE VILLAGE AT SANGAREE-SECTION II" prepared by Thomas W. Bailey, C. E. & L. S. and recorded in the Plat Book LU Page 195. 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 or occupied for other than strictly residential purposes, and no form of combined business and residential use shall be made of any building of lot, including the storage of parking, either temporarily or permanently, or any commercial equipemnt or vehicles.

RECEIVED & RECORDED  
MAY 4 1977  
Book C/20 Page 54  
JUN 22 1977  
*[Signature]*  
A. H. KENNEDY  
CLERK OF COURT  
BERKELEY COUNTY, S.C.

## 2. SETBACK

No portion of any building shall be located nearer than twenty (20) 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. The set back 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 non-existing for the purpose of determining the side setback of the structure. The set back 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 or rearranged or altered so as to result in said lot having less frontage or less total square foot area than prior to said division, 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 hence forth 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. A ten (10%) per cent reduction in the minimum square footage may be permitted by The Berkeley Company for any house having an enclosed garage of a minimum inside width of twelve (12) feet.

5. EASEMENTS

Grantor reserves easements unto itself and Sangaree Public Service District, their 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 or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

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 (51) per cent 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 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.

#### 7. 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.

#### 8. INVALIDATION

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

#### 9. TEMPORARY MODULAR AND MOBILE STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home",

travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned plat, the owner and/or his Heirs, Successors and Assigns agree to pay the 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 the enabling legislation, as it might from time to time be amended.

11. 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.

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 or outbuilding unless upon specific written authority and approval of the use thereof by The Berkeley Company. All Plans for residences and location upon lots shall be approved in writing by The Berkeley Company. If not approved or disapproved with fifteen (15) days from receipt, such Plans shall be automatically acceptable. Plans and Specifications to be submitted to The Berkeley Company in person or by certified mail.

13. DAMAGED RESIDENCES OR OUTBUILDING

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 Public Service District 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 and/or Sangaree Public Service District 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 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 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 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.

16. NO REPRESENTATION

The Berkeley Company is bound by no representation touching or affecting the property which are not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land in The Berkeley Company other than the specified lots which are laid out and shown on the plat hereinabove referred to.

17. ERECTION OF FENCE

No fence shall be erected closing the front portion of any lot, and any fence on the rear portion of the 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. MAILBOX AND STAND

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

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, car port or turning area for a minimum width of ten (10) feet.

20. 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 21st day of June, A. D. 1977.

Signed, Sealed and Delivered in

the Presence of:

Diane M. Donald

Russell M. James  
As to The Berkeley Company

FARMINGTON, INCORPORATED

By: David R. Ryan  
As its Vice President

Doing Business as The Berkeley  
Company

STATE OF SOUTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF BERKELEY

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

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 covenant and agree on behalf of themselves and their Successors and Assigns with all persons and legal entities who shall hereinafter purchase any of the property known as \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as shown on a Plat entitled "PLAT OF A PORTION OF SPRING LAKE VILLAGE AT SANGAREE - SECTION II" prepared by Thomas W. Bailey, C.E. & L.S. and recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_. 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 or occupied for other than strictly residential purposes, and no form of combined business and residential use shall be made of any building of lot, including the storage of parking, either temporarily or permanently, or any commercial equipment or vehicles.

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PERSONALLY appeared before me Russell V. Jumper  
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 Diane M. Donald witnessed the execution  
thereof.

Russell V. Jumper

SWORN to before me this 21st  
day of June, A. D. 1977.

Diane M. Donald  
A NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 6-7-87

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

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 covenant and agree on behalf of themselves and their Successors and Assigns with all persons and legal entities who shall hereinafter purchase any of the property known as Lots 32 through 78 inclusive, Section II, Block "K"; Lots 8 through 12 inclusive, Section II, Block "G"; Lots 1 through 22 inclusive, Section II, Block "J"; and Lots 87 through 100 inclusive, Section II, Block "D" as shown on the plat entitled "PLAT OF A PORTION OF SPRING LAKE VILLAGE AT SANGAREE - SECTION II" prepared by Thomas W. Bailey, C. E. & L. S. and recorded in the ~~plat-book~~ <sup>FILE CABINET</sup>

~~Page~~ \_\_\_\_\_ . 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 or occupied for other than strictly residential purposes, and no form of combined business and residential use shall be made of any building of lot, including the storage of parking, either temporarily or permanently, or any commercial equipment or vehicles.

RECEIVED & RECORDED  
JUL 27 1977  
BOOK C120 PAGE 142

JUL 27 1977  
A. H. KENNEDY  
CLERK OF COURT



## 2. Setback

No portion of any building shall be located nearer than twenty (20) 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 restriction shall not apply to overhangs, saps, cornices, verandas, piazzas, portals, porches, entranceways and similar front portions of residences. The set back provision 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 owners thereof. If any owner shall elect to use more than one lot for one residence, the boundary line formerly existing shall be regarded as non-existing for the purpose of determining the side setback of the structure. The set back 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 of The Berkeley Company.

## 3. Redivision of Lots

No lot shall be divided or rearranged or altered so as to result in said lot having less frontage or less total square foot area than prior to said division, 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 hence forth 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 (1,200) square feet of living space, exclusive of one-story open porches and garages. A ten (10%) per cent reduction in the minimum square footage may be permitted by The Berkeley Company for any house having an enclosed garage of a minimum inside width of twelve (12) feet.

#### 5. Easements

Grantor reserves easements unto itself and Sangaree Public Service District, their 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 or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

#### 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

fifty-one (51%) per cent 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 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.

7. 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.

8. 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.

9. Temporary Modular and Mobile Structure

No structure of a temporary character, basements, tent, shack, garage or other outbuilding erected on any of the above listed lots shall at any time be used as a residence, temporarily or permanently. 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", or residential trailer, or any vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

10. Assessments

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned plat, the owner and/or his Heirs, Successors and Assigns agree to pay the 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 the enabling legislation, as it might from time to time be amended.

11. 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.

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 residence or outbuilding unless upon specific written authority and approval of the use thereof by The Berkeley Company. All Plans for residences and location upon lots shall be approved in writing by The Berkeley Company. If not approved or disapproved within fifteen (15) days from receipt, such Plans shall be automatically acceptable. Plans and Specifications to be submitted to The Berkeley Company in person or by certified mail.

13. Damaged Residence or Outbuilding

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 Public Service District 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 and/or Sangaree Public

Service District 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.

16. No Representation

The Berkeley Company is bound by no representation touching or affecting the property which are not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land in The Berkeley Company other than the specified lots which are laid out and shown on the plat hereinabove referred to.

17. Erection of Fence

No fence shall be erected closing the front portion of any lot, and any fence on the rear portion of the 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. Mailbox and Stand

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

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, car port or turning area for a minimum width of ten (10) feet.

20. 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

20. 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 27th day of July, A. D. 1977.

Signed, Sealed and Delivered in

the Presence of:

Diane M. Donald

R. V. Jones  
As to The Berkeley Company

FARMINGTON, INCORPORATED

By: Hand K. Ray

As its Vice President

Doing Business as The Berkeley Company

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PERSONALLY appeared before me *R.V. Jumper*  
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 *Diane M. Donald* witnessed the execution  
thereof.

*R.V. Jumper*

SWORN to before me this *27th*  
day of *July*, A. D. 1977.

*Diane M. Donald*  
A NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: MY COMMISSION EXPIRES JUNE 7, 1997



*to Berkeley Co.  
PO Box 1653  
S.ville*

*3.00*

RECORDED  
1025A  
C125

JUN 20 1970

J. H. KENNEDY  
CLERK OF COURT  
BERKELEY COUNTY, S. C.

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, shown on the plat made by Thomas W. Bailey, C.E. & L.S., entitled "PLAT OF A PORTION OF SPRING LAKE VILLAGE AT SANGAREE-SECTION II", hereinafter more fully referred to, for valuable consideration, do hereby declare that the lands described below, shall be subject to the Restrictive Covenants and Conditions herein set forth as follows:

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 covenant and agree on behalf of themselves and their Successors and Assigns with all persons and legal entities who shall hereinafter purchase any of the property known as Lots 4 through 43 inclusive, Block "D", Section II; Lots 44A and 45A, Block "D", Section II; Lots 42 through 60 inclusive, Block "B", Section II; Lots 1 through 54 inclusive, Block "E", Section II; and Lots 1 through 48 inclusive, Block "F", Section II as shown on a Plat entitled "PLAT OF A PORTION OF SPRING LAKE VILLAGE AT SANGAREE-SECTION II" prepared by Thoams W. Bailey, C.E. & L.S. and recorded in Plat Book File Cabinet at Page \_\_\_\_\_. 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 or occupied for other than strictly residential purposes, and no form of combined business and residential use shall be made of any building of lot, including the storage or parking, either temporarily or permanently, of any commercial equipment or vehicles.

*4-23-80 Modification: C-132 pg. 150 - Lot 9-D*

*C125  
31*

## 2. SETBACK

No portion of any building shall be located nearer than twenty (20) 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. The set back provisions herein prescribed may be altered by The Berkeley Company by an instrument in writing whenever, in its judgement, 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 non-existing for the purpose of determining the side setback of the structure. The set back 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 or 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 hence forth 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 ten (10%) percent reduction in the minimum square footage may be permitted by The Berkeley Company for any houses having an enclosed garage of a minimum inside width of twelve (12) feet.

5. EASEMENTS

Grantor reserves easements unto itself and Sangaree Public Service District, their 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 or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

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 (51%) per cent 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 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.

C125  
35

7. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity by The Berkeley Company, Sangaree Public Service District 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, barn, or other outbuilding erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home", travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

10. ASSESSMENTS

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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, its successors or assigns, such

assessments and charges as might be assessed by it including installation, tap and inspection fees, water and sewer user fees, fire protection charges, solid waste disposal charges and drainage, street and greenway maintenance fees.

11. 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.

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15. LOT MAINTENANCE

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18. MAILBOX AND STAND

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

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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, Post Office 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 20th day of June, A.D. 1978.

Signed, Sealed and Delivered

in the Presence of:

Russell M. Jordan

Diane M. Donald  
As to The Berkeley Company

FARMINGTON, INCORPORATED

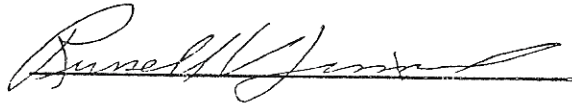
By: David K. Brown  
As Its Vice President

Doing Business as The Berkeley Company

0125  
204  
35

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

PERSONALLY appeared before me Russell V. Zimmerman  
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 Diane M. Donald witnessed the  
execution thereof.



SWORN to before me this 20th  
day of June, A.D. 1978.

Diane M. Donald  
A NOTARY FOR SOUTH CAROLINA

My Commission Expires: 6-7-87



The Berkeley Co. 250  
70 100 15 1/2 miles

STATE OF SOUTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF BERKELEY

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, shown on the plat made by Thomas W. Bailey, C.E. & L.S., entitled, "PLAT OF A PORTION OF SPRING LAKE VILLAGE AT SANGAREE-SECTION II", hereinafter more fully referred to, for valuable consideration, do hereby declare that the land described below, shall be subject to the Restrictive Covenants and Conditions herein set forth as follows:

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 covenant and agree on behalf of themselves and their Successors and Assigns with all persons and legal entities who shall hereinafter purchase any of the property known as Lots 68 through 80, Block "D" inclusive, Section II; and Lots 23 through 50, inclusive, Block "J", Section II as shown on a plat entitled "PLAT OF A PORTION OF SPRING LAKE VILLAGE AT SANGAREE-SECTION II" prepared by Thomas W. Bailey, C.E. & L.S. and recorded in Plat Book X at Page 112 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 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, of any commercial equipment or vehicles.

2. SETBACK

No portion of any building shall be located nearer than twenty (20) 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. The setback provisions herein prescribed may be altered by The Berkeley Company by an instrument in writing whenever, in its judgement, 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

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one residence, the boundary line formerly existing shall be regarded as non-existing 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 or 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 hence forth 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 ten percent (10%) reduction in the minimum square footage may be permitted by The Berkeley Company for any houses having an enclosed garage of a minimum inside width of twelve (12) feet.

### 5. EASEMENTS

Grantor reserves easements unto itself and Berkeley County Water & Sewer Authority, their 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 or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

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, Berkeley County Water & Sewer Authority 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, barn or other outbuilding erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home", travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

#### 10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned plat, the owner/and or his Heirs, Successors and Assigns agree to pay the following assessments:

a. The lot owner and/or his Heirs, Successors and Assigns, agree to pay the Berkeley Electric Cooperative, Inc., or any successors 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 Berkeley County Water & Sewer Authority, its successors or assigns, such solid waste disposal charges and drainage fees as necessary.

c. The lot owner and/or his Heirs, Successors and Assigns, agree to pay Berkeley County, its successors or assigns, such garbage collection, fire protection and street and greenway fees as established for the Sangaree Special Tax District.

#### 11. 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.

#### 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 or 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 or 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.

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13. DAMAGED RESIDENCES OR OUTBUILDING

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 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 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 the neighborhood. The definition of noxious or offensive trade or activity shall include but not be limited to such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperatable vehicles other than those vehicles proven to be in regular use by the lot owner, etc.; maintaining any sort of open air storage of appliances such as stoves, refrigerators, etc.

16. NO REPRESENTATION

The Berkeley Company is bound by no representation touching or affecting the property which are not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land in The Berkeley Company other than the specified lots which are laid out and shown on the plat hereinabove referred to.

17. ERECTION OF FENCE

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. MAILBOX AND STAND

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

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, car port or turning area for a minimum width of ten (10) feet.

20. DELIVERY OF PAPER 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, Post Office Box 1543, 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 22nd day of May, A.D. 1979.

SIGNED, Sealed and Delivered  
In the Presence of:

FARMINGTON, INCORPORATED d/b/a  
The Berkeley Company

John L. Thomas

By Paul R. White  
As Its Vice President

Heide Hess Avery  
As to The Berkeley Company

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

PERSONALLY appeared before me John L. Thomas, who made oath that he saw the within named parties by the above executing officer in the aforesaid capacity sign, seal, and as his act and deed, deliver the within written instrument, and that he with Heide Hess Avery witnessed the execution thereof.

SWORN to before me this 22nd  
day of May, A.D., 1979.

John L. Thomas

Heide Hess Avery  
A NOTARY FOR SOUTH CAROLINA

My commission expires November 14, 1988.

The Berkeley Co.  
No 134 1543  
S'ullo 29/83

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Book CIA9 Page 229

AUG 13 1979

Ruth T. Mitchum  
REGISTER MESNE CONVEYANCE

STATE OF SOUTH CAROLINA  
COUNTY OF BERKELEY

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Farmington, Incorporated, doing business as The Berkeley Company, the owners of certain lands situate in the County of Berkeley, State of South Carolina, as shown on the Plat by Thomas W. Bailey, C.E. and L.S. entitled "PLAT OF A PORTION OF SPRING LAKE VILLAGE AT SANGAREE-SECTION II," 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 50 through 67, inclusive, Block "D," Lots 13 through 33, inclusive, Block "G," and Lots 51 through 79, inclusive, Block "J" as shown on a plat entitled "PLAT OF A PORTION OF SPRING LAKE VILLAGE AT SANGAREE-SECTION II," prepared by Thomas W. Bailey, C.E. and L.S. and recorded in Plat Book X at page 129 in the office of the Clerk of Court for Berkeley County, South Carolina, their heirs, successors and assigns, that said lots shall be subject to the following Restrictive Covenants:

1. RESIDENTIAL PURPOSES ONLY

No lot shall be used nor occupied for other than strictly residential purposes (except as specifically allowed herein), and no form of combined business and residential use shall be made of any building or lot, including the storage or parking, either temporarily or permanently, of any commercial equipment or vehicles on any lot or on any street adjacent to any of the lots.

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and a maximum of two hundred (200) square feet for unfinished living space, as a combination of unfinished living space and garage so that in any event the minimum finished living space shall never be less than one thousand (1,000) square feet, exclusive of porches, garages, and unfinished living space.

#### 5. EASEMENTS

Grantor reserves easements unto itself, its successors and assigns, for installation and maintenance of utilities and drainage facilities over the rear ten (10) feet of each lot, and five (5) feet along each side lot line on said lots, in addition to any other easements shown on said Plat. Within these easements, no structure, planting, fences nor other materials shall be placed nor permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible. Grantor reserves the right to assign this easement to any utility company or 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.

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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

No structure of a temporary character, trailer, basement, tent, shack, garage, barn nor other outbuilding erected on any of the above-listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home," travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used.

#### 10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned plat, the owner and/or his heirs, successors and assigns agree to pay the Berkeley Electric Cooperative, Inc., or any successor electric utility company regulated by the South Carolina Public Service Commission, a monthly charge, plus applicable State of South Carolina Sales Tax, for operation and maintenance of a street lighting system.

11. NO SIGNS NOR SIGN BOARDS

Except as set forth herein, no signs nor sign boards of any description shall be displayed on any lot with the exception of those reading "For Sale" or "For Rent" or appropriate signs of any Realtor who may handle the property. However, in no event can such sign exceed six (6) square feet in size.

12. EXTERIOR MATERIALS

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

13. DAMAGED RESIDENCES OR OUTBUILDINGS

Should any residence or outbuilding be damaged by fire, explosion, or act of God, said residence and/or outbuilding shall be fully restored to its former appearance within six (6) months, or shall be torn down and all rubble and debris removed from the lot in like period. The Berkeley Company reserves the right to itself to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots.

14. INDIVIDUAL SEWERAGE DISPOSAL SYSTEM

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

15. LOT MAINTENANCE

Each lot owner shall at all times maintain his lot in a neat, clean, well-kept condition. Brush and grass shall be cut back sufficiently to maintain an attractive appearance. In the event that any lot is maintained in violation of the above requirements, The Berkeley Company

reserves unto itself the right, after five (5) days' written notice to the owner, to enter any lot for the purpose of correcting such condition, the cost of such correction to be at the expense of the lot owner. No trees with a diameter of more than six (6) inches may be cut without permission of The Berkeley Company.

No noxious nor offensive trade nor activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The definition of noxious or offensive trade or activity shall include, but not be limited to, such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperatable vehicles other than those vehicles proven to be in regular use by the lot owner, etc., maintaining any sort of open air storage of appliances such as stoves, refrigerators, etc.

#### 16. NO REPRESENTATION

The Berkeley Company is bound by no representation touching nor affecting the property which is not expressly set forth herein, and nothing herein contained shall be held to impose any restrictions, limitation, condition or easement upon any land in The Berkeley Company other than the specified lots which are laid out and shown on the plat hereinabove referred to.

#### 17. ERECTION OF FENCES

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

#### 18. MAILBOXES AND STANDS

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

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 an area after that builder has completed and sold other residences constructed by such builder 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 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.

21. 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, Post Office Box 1543, 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 12th day of July, A.D. 1979.

SIGNED, Sealed and Delivered  
In the Presence of:

Julie P. Dereschuk  
Maude Newberry  
As to The Berkeley Company

FARMINGTON, INCORPORATED d/b/a  
The Berkeley Company

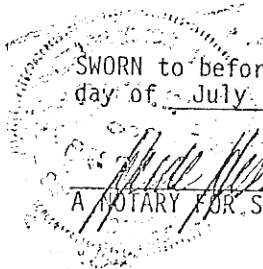
By: [Signature]  
As Its Vice President.  
BSJ.

STATE OF SOUTH CAROLINA . )

COUNTY OF BERKELEY )

PERSONALLY appeared before me Julie P. Dereschuk, who made oath that he saw the within named parties by the above executing officer in the aforesaid capacity sign, seal, and as his act and deed, deliver the within written instrument, and that he with Heide Hess Avery witnessed the execution thereof.

SWORN to before me this 12th day of July, A.D. 1979.

 Heide Hess Avery  
A NOTARY FOR SOUTH CAROLINA

Julie P. Dereschuk

My commission expires: November 14, 1988