

2. SETBACKS

No portion of any building shall be located nearer than ten (10) feet to any front lot line or any street, nor nearer than five (5) 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, entrance ways 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 eight hundred (800) square feet of living space, exclusive of one-story open porches and garages. An additional five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company at its discretion.

5. EASEMENTS

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

6. COVENANTS RUN WITH LAND

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owner of fifty-one percent (51%) of the number of lots shown on the above referred 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. The Plaintiff in such proceedings in law or in equity shall have the right to recover both reasonable attorney fees and court costs from the Defendant if the Defendant is found to be in violation of these restrictions. Violation of any of these Restrictions will not result in a forfeiture nor reversion.

8. INVALIDATION

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

9. TEMPORARY MODULAR AND MOBILE STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, dog pen, barn nor other outbuilding erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home", travel trailer or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheel under it when so used. No person shall park at/or maintain on any lot a six wheel and/or three axle vehicle or larger. No boats and/or boat trailers shall be parked or kept in front of the rear corners of any house on any lot in said subdivision.

10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown of 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 any such sign exceed six (6) square feet in size.

12. EXTERIOR MATERIALS

All residences and outbuildings shall be of brick veneer, wood, stone, stuccoed masonry, solid vinyl, masonite, or factory finished aluminum. 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 automatical acceptable. Plans and specifications to be submitted to The Berkeley Company are to be delivered in person or by certified mail. No exterior color changes shall be permitted for any home on any lot unless said color change shall have been submitted and approved by The Berkeley Company.

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 live trees with a diameter of more than six (6) inches measured at two (2) feet above ground level may be cut without the permission of The Berkeley Company.

No noxious nor offensive trade nor activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. The definition of noxious or offensive trade or activity shall include, but not be limited to such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperable vehicles other than those vehicles proven to be in regular use by the lot owner etc., maintaining any sort of open air storage or appliances such as stoves, refrigerators, etc.. A vehicle shall be considered stored and inoperable if it shall be unroadworthy for a period of time exceeding two weeks.

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

16. NO REPRESENTATION

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

17. ERECTION OF FENCES

No fence shall be erected enclosing the front portion of any lot, and any fence on the rear portion of any lot shall not be over five (5) feet in height unless approved by The Berkeley Company as

herein provided. No fence shall be permitted on any lot unless previously submitted and approved by The Berkeley Company as herein provided. Removal of fences not approved by The Berkeley Company shall be at the expense of the owner of the lot erecting or permitting the erection of such unapproved fence. For purposes herein "the rear portion of any lot" shall be defined as that area commencing at the rear corners of any house and extending to the rear lot lines. If a fence shall be erected over the rear ten (10) feet of any lot, it shall be at the risk and expense of the owner if said area shall be needed for easement purposes. (see Clause 5).

18. MAILBOXES AND STANDS

All mailboxes and stands must be of the general type approved by The Berkeley Company and shall be of substantially the same size, material and appearance.

19. FREE STANDING ANTENNA

No ham or C.B. radio antenna, satellite dish antenna, or other free standing antenna will be permitted upon a lot. Only normal T.V. antenna attached to the home causing no static, picture distortion or other interference to other homes reception shall be permitted. All such antennas shall be for the purpose of reception and not transmission.

20. DRIVEWAYS

At the time of house construction each builder shall install an asphalt or concrete driveway from the edge of the street pavement to garage, carport or turning area for a minimum width of eight (8) feet.

21. MODEL HOMES AND TEMPORARY OFFICES OF BUILDER:

A builder may maintain a model home, temporary sales office and/or temporary construction office within a residence built by such builder for resale or within a trailer or mobile office; PROVIDED that any such builder shall not keep a model home, temporary sales office or temporary construction office within the area after that builder has completed and sold other residences constructed by such builders within the same general area; and, in any event, no such model home, temporary sales office nor temporary construction office shall remain in the same location for longer than two (2) years without the express approval of The Berkeley Company

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) 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 E.M. Seabrook, Jr., Inc., C.E. & L.S. entitled "TABBY CREEK SUB-DIVISION, BERKELEY COUNTY, SOUTH CAROLINA," hereinafter more fully referred to, for valuable consideration, does hereby declare that the lands described below shall be subject to the Restrictive Covenants and Conditions herein set forth below:

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

KNOW ALL MEN BY THESE PRESENTS that the undersigned hereby covenants and agrees on behalf of itself and its successors and assigns with all persons and legal entities who shall hereinafter purchase any of the property known as Lots 1 through 19 and 109 through 128 as shown on a plat entitled "TABBY CREEK SUBDIVISION, BERKELEY COUNTY, SOUTH CAROLINA" prepared by E.M. Seabrook, Jr., Inc., C.E. & L.S. dated February 9, 1982 and recorded in Plat Book (Cabinet "D" Drawer) "D" at page 358 in the R.M.C. Office for Berkeley County, South Carolina, their heirs, successors and assigns, that said lots shall be subject to the following Restrictive Covenants.

1. RESIDENTIAL PURPOSES ONLY

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

✓ THIS DOCUMENT PREPARED BY:
Baxter B. Kelly, III
Attorney at Law
940 Highway 17 Bypass
Mount Pleasant, S.C. 29464

RECORDED _____
TIME 12:00 P.M.
DATE February 12, 1982
RAC _____ BERKELEY COUNTY

2. SETBACKS

No portion of any building shall be located nearer than ten (10) feet to any front lot line or any street, nor nearer than five (5) 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 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 eight hundred (800) square feet of living space, exclusive of one-story open porches and garages. An additional five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company at its discretion.

5. EASEMENTS

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

6. COVENANTS RUN WITH LAND

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owner of fifty-one percent (51%) of the number of lots shown on the above referred Plat has been recorded terminating these covenants or any part thereof. PROVIDED, HOWEVER, that if a governmental authority or municipality having jurisdiction over the area enacts and enforces zoning, building codes, and ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.

Enforcement shall be by proceedings at law or in equity by The Berkeley Company and/or any persons owning a lot shown on the hereinbefore mentioned Plat, either to restrain violation or to recover damages, in law or in equity. The Plaintiff in such proceedings in law or in equity shall have the right to recover both reasonable attorney fees and court costs from the Defendant if the Defendant is found to be in violation of these restrictions. Violation of any of these Restrictions will not result in a forfeiture nor reversion.

8. INVALIDATION

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

9. TEMPORARY MODULAR AND MOBILE STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, dog pen, barn nor other outbuilding erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home," travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used. No person shall park at/or maintain on any lot a six wheel and/or three axle vehicle or larger. No boats and/or boat trailers shall be parked or kept in front of the rear corners of any house on any lot in said subdivision.

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

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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.

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reserves unto itself the right, after five (5) days written notice to the owner, to enter any lot for the purpose of correcting such condition, the cost of such correction to be at the expense of the lot owner.* No live trees with a diameter of more than six (6) inches measured at two (2) feet above ground level may be cut without permission of The Berkeley Company.

No noxious nor offensive trade nor activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. The definition of noxious or offensive trade or activity shall include, but not be limited to such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperable vehicles other than those vehicles proven to be in regular use by the lot owner, etc., maintaining any sort of open air storage or appliances such as stoves, refrigerators, etc. A vehicle shall be considered stored and inoperable if it shall be unroadworthy for a period of time exceeding two weeks.

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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 five (5) feet in height unless approved by The Berkeley Company as herein provided.

No fence shall be permitted on any lot unless previously submitted and approved by The Berkeley Company as herein provided. Removal of fences not approved by The Berkeley Company shall be at the expense of the owner of the lot erecting or permitting the erection of such unapproved fence. For purposes herein "the rear portion of any lot" shall be defined as that area commencing at the rear corners of any house and extending to the rear lot lines. If a fence shall be erected over the rear ten (10) feet of any lot, it shall be at the risk and expense of the owner if said area shall be needed for easement purposes. (see Clause 5).

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A builder may maintain a model home, temporary sales office and/or temporary construction office within a residence built by such builder for resale or within a trailer or mobile office; PROVIDED that any such builder shall not keep a model home, temporary sales office or temporary construction office within the area after that builder has completed and sold other residences constructed by such builders within the same general area; and, in any event, no such model home, temporary sales office nor temporary construction office shall remain in the same location for longer than two (2) years without the express approval of The Berkeley Company.

22. DELIVERY OF PAPERS AND INSTRUMENTS

All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Certified Mail to The Berkeley Company, 110 Parkway Blvd., Summerville, South Carolina 29483.

WITNESS the Hand and Seal of the parties heretobefore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 9th day of February, A.D. 1982.

SIGNED, Sealed and Delivered
In the Presence of:

FARMINGTON, INCORPORATED, d/b/a
The Berkeley Company

Nadine Woods
Sandra P. Mitchum

By: Franklin M. Wadden
As its Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

PERSONALLY appeared before me Nadine Woods, who made oath that (s)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 (s)he with Sandra P. Mitchum witnessed the execution thereof.

Nadine Woods

SWORN to before me this
9 day of February, A.D. 1982

[Signature]
NOTARY Public for South Carolina
My Commission Expires: 4-26-82

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) 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 E.M. Seabrook, Jr., Inc., C.E. & L.S. entitled "TABBY CREEK SUBDIVISION, BERKELEY COUNTY, SOUTH CAROLINA," 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 20 through 37 and 82 through 108 as shown on a plat entitled "TABBY CREEK SUBDIVISION, BERKELEY COUNTY, SOUTH CAROLINA" prepared by E.M. Seabrook, Jr., Inc., C.E. & L.S. dated May 19, 1982 and recorded in Plat Book Cabinet D at page 383 in the R.M.C. Office for Berkeley County, South Carolina, their heirs, successors and assigns, that said lots shall be subject to the following Restrictive Covenants.

1. RESIDENTIAL PURPOSES ONLY

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

RECORDED _____
TIME 2:00 pm
DATE June 17, 1982
[Signature]
RMC BERKELEY COUNTY

THIS DOCUMENT PREPARED BY:

Baxter B. Kelly, III
Attorney at Law
940 Highway 17 Bypass
Mount Pleasant, S.C. 29464

No portion of any building shall be located nearer than ten (10) feet to any front lot line or any street, nor nearer than five (5) 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, entrance ways 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 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 eight hundred (800) square feet of living space, exclusive of one-story open porches and garages. An additional five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company at its discretion.

5. EASEMENTS

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

6. COVENANTS RUN WITH LAND

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owner of fifty-one percent (51%) of the number of lots shown on the above referred Plat has been recorded terminating these covenants or any part thereof. PROVIDED, HOWEVER, that if a governmental authority or municipality having jurisdiction over the area enacts and enforces zoning, building codes, and ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.

Enforcement shall be by proceedings at law or in equity by The Berkeley Company and/or any persons owning a lot shown on the hereinbefore mentioned Plat, either to restrain violation or to recover damages, in law or in equity. The Plaintiff in such proceedings in law or in equity shall have the right to recover both reasonable attorney fees and court costs from the Defendant if the Defendant is found to be in violation of these restrictions. Violation of any of these Restrictions will not result in a forfeiture nor reversion.

8. INVALIDATION

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

9. TEMPORARY MODULAR AND MOBILE STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, dog pen, barn nor other outbuilding erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home," travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used. No person shall park at/or maintain on any lot a six wheel and/or three axle vehicle or larger. No boats and/or boat trailers shall be parked or kept in front of the rear corners of any house on any lot in said subdivision.

10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown of 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 any such sign exceed six (6) square feet in size.

12. EXTERIOR MATERIALS

All residences and outbuildings shall be of brick veneer, wood, stone, stuccoed masonry, solid vinyl, masonite, or factory finished aluminum. 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. No exterior color change shall be permitted for any home on any lot unless said color change shall have been submitted and approved by The Berkeley Company.

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 Co.

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 live trees with a diameter of more than six (6) inches measured at two (2) feet above ground level may be cut without permission of The Berkeley Company.

No noxious nor offensive trade nor activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood. The definition of noxious or offensive trade or activity shall include, but not be limited to such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperable vehicles other than those vehicles proven to be in regular use by the lot owner, etc., maintaining any sort of open air storage or appliances such as stoves, refrigerators, etc. A vehicle shall be considered stored and inoperable if it shall be unroadworthy for a period of time exceeding two weeks.

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

16. NO REPRESENTATION

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

17. ERECTION OF FENCES

No fence shall be erected enclosing the front portion of any lot, and any fence on the rear portion of any lot shall not be over five (5) feet in height unless approved by The Berkeley Company as herein provide

No fence shall be permitted on any lot unless previously submitted and approved by The Berkeley Company as herein provided. Removal of fences not approved by The Berkeley Company shall be at the expense of the owner of the lot erecting or permitting the erection of such unapproved fence. For purposes herein "the rear portion of any lot" shall be defined as that area commencing at the rear corners of any house and extending to the rear lot lines. If a fence shall be erected over the rear ten (10) feet of any lot, it shall be at the risk and expense of the owner if said area shall be needed for easement purposes. (see Clause 5).

18. MAILBOXES AND STANDS

All mailboxes and stands must be of the general type approved by The Berkeley Company and shall be of substantially the same size, material and appearance.

19. FREE STANDING ANTENNA

No ham or C.B. radio antenna, satellite dish antenna, or other free standing antenna will be permitted upon a lot. Only normal T.V. antenna attached to the home causing no static, picture distortion or other interference to other homes reception shall be permitted. All such antennas shall be for the purpose of reception and not transmission.

20. DRIVEWAYS

At the time of house construction each builder shall install an asphalt or concrete driveway from the edge of the street pavement to garage, carport or turning area for a minimum width of eight (8) feet.

21. MODEL HOMES AND TEMPORARY OFFICES OF BUILDERS

A builder may maintain a model home, temporary sales office and/or temporary construction office within a residence built by such builder for resale or within a trailer or mobile office; PROVIDED that any such builder shall not keep a model home, temporary sales office or temporary construction office within the area after that builder has completed and sold other residences constructed by such builders within the same general area; and, in any event, no such model home, temporary sales office nor temporary construction office shall remain in the same location for longer than two (2) years without the express approval of The Berkeley Company.

22. DELIVERY OF PAPERS AND INSTRUMENTS

All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Certified Mail to The Berkeley Company, 110 Parkway Blvd., Summerville, South Carolina 29483.

WITNESS the Hand and Seal of the parties heretofore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 17th day of June, 1982.

FARMINGTON, INCORPORATED,
d/b/a The Berkeley Company

WITNESSES:

By: Matt Walker
Its: Vice President

[Signature]
Lannie R. Sigmon

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me Wendie R. Smith, who made oath that (s)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 (s)he with Lannie R. Sigmon witnessed the execution thereof.

SWORN to before me this 17th day of June, 1982.

[Signature]

[Signature]
Notary Public for SC
My Commission Expires: 3-3-920

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) 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 E.M. Seabrook, Jr., Inc., C.E. & L.S. entitled "TABBY CREEK SUB-DIVISION, BERKELEY COUNTY, SOUTH CAROLINA," 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 38 through 72 and 129 through 165 as shown on a plat entitled "TABBY CREEK SUBDIVISION, BERKELEY COUNTY, SOUTH CAROLINA" prepared by E.M. Seabrook, Jr., Inc., C.E. & L.S. dated May 19, 1982 and recorded in Plat Book Cabinet F at page 29 in the R.M.C. Office for Berkeley County, South Carolina, their heirs, successors and assigns, that said lots shall be subject to the following Restrictive Covenants.

1. RESIDENTIAL PURPOSES ONLY

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

✓ THIS DOCUMENT PREPARED BY:
Baxter B. Kelly, III
Attorney at Law
940 Highway 17 Bypass
Mount Pleasant, S.C. 29464

RECORDED _____
TIME 1:57 pm
DATE October 11, 1982
[Signature]
BERKELEY COUNTY

2. SETBACKS

No portion of any building shall be located nearer than ten (10) feet to any front lot line or any street, nor nearer than five (5) 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 one residence, the boundary line formerly existing shall be regarded as nonexisting for the purpose of determining the side setback of the structure. The setback and side-yard requirements of this section may be altered or waived in part or entirety so that a house may be located facing either street or the corner, upon written approval by The Berkeley Company.

3. REDIVISION OF LOTS

No lot shall be divided, rearranged, or altered so as to result in said lot having less frontage or less total square foot area than prior to said subdivision, rearrangement or alteration, but any lot may be divided among adjoining lots in any desired proportion; PROVIDED, such division is approved by The Berkeley Company, and said adjoining lots together with all portions of the lot so divided shall henceforth be deemed and treated as one lot respectively.

4. MINIMUM SQUARE FOOTAGE

No residence erected on any lot to which these restrictions are applicable shall have less than eight hundred (800) square feet of living space, exclusive of one-story open porches and garages. An additional five percent (5%) reduction in the minimum square footage may be permitted by The Berkeley Company at its discretion.

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5. EASEMENTS

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

6. COVENANTS RUN WITH LAND

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owner of fifty-one percent (51%) of the number of lots shown on the above referred Plat has been recorded terminating these covenants or any part thereof. PROVIDED, HOWEVER, that if a governmental authority or municipality having jurisdiction over the area enacts and enforces zoning, building codes, and ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.

Enforcement shall be by proceedings at law or in equity by The Berkeley Company and/or any persons owning a lot shown on the hereinbefore mentioned Plat, either to restrain violation or to recover damages, in law or in equity. The Plaintiff in such proceedings in law or in equity shall have the right to recover both reasonable attorney fees and court costs from the Defendant if the Defendant is found to be in violation of these restrictions. Violation of any of these Restrictions will not result in a forfeiture nor reversion.

8. INVALIDATION

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

9. TEMPORARY MODULAR AND MOBILE STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, dog pen, barn nor other outbuilding erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for the storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home," travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used. No person shall park at/or maintain on any lot a six wheel and/or three axle vehicle or larger. No boats and/or boat trailers shall be parked or kept in front of the rear corners of any house on any lot in said subdivision.

10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown of 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 any such sign exceed six (6) square feet in size.

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WITNESS the Hand and Seal of the parties heretobefore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 17th day of June, 1982.

FARMINGTON, INCORPORATED,
d/b/a The Berkeley Company

By: Matt Walker
Its: Vice President

WITNESSES:

Woodie R. Smith
Lannie R. Sigmon

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me Woodie R. Smith, who made oath that (s)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 (s)he with Lannie R. Sigmon witnessed the execution thereof.

SWORN to before me this 17th day of June, 1982.

Woodie R. Smith

Doris J. McCoary
Notary Public for SC
My Commission Expires: 3-3-92

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