

5.00

STATE OF SOUTH CAROLINA

RESTRICTION AGREEMENT

COUNTY OF BERKLEY

KNOW ALL MEN BY THESE PRESENTS, that Century Home Builders, Inc. n/k/a
Don Galloway Homes, Inc. for itself, its successors and assigns,
(hereinafter "Developer") and Century Home Builders, Inc. n/k/a Don Galloway Homes,
Inc. (hereinafter "Builder") for itself, its successors and assigns, do hereby
covenant and agree to and with all persons, firms or corporations hereafter
acquiring any of the following described property:

Located in the Second Goose Creek Tax District, County of Berkley,
State of South Carolina, and being the following lots located in
the Trader's Station Subdivision:

BEING all eighty-nine (89) lots in Trader's Station, Phase I
and Phase II as shown on maps recorded in Plot Cabinet E,
page 274

of the Berkley County Public Registry.

that said property is hereby subject to the following restrictions as to the
use thereof, running with said property, by whomsoever owned, to-wit:

1. USE OF LAND. All lots in the tract shall be known and described
as residential lots. No structures shall be erected, altered, placed or
permitted to remain on any residential building plot other than one detached
single-family dwelling, not to exceed two and one-half stories in height,
and a private garage for not more than three cars and other outbuildings
incidental to residential use of the plot.

2. MINIMUM SIZE OF RESIDENCE. No residence shall be constructed or
permitted to remain on any lot which residence does not have at least 900
square feet of improved heated living floor area.

3. LOCATION OF BUILDINGS. No building shall be erected on any lot
nearer any front or side street line than the building setback line shown
on the recorded map, except that an unattached garage or carport any portion
of which is nearer than two feet to an interior side lot line shall not be
deemed a violation of this covenant if the same is located in its entirety on
the rear one-quarter of the lot.

4. SIZE OF LOTS. No residential structure shall be placed or erected on
any building plot, which plot has an area of less than 6,000 square feet or
a width of less than fifty feet at the front setback line; provided, however,
that the foregoing shall not be construed to be a representation by the

RECORDED
TIME 1:10 PM
DATE December 4, 1984
Robert S. Hester

undersigned that a residence building may be constructed upon a lot of such size, it being understood that applicable zoning ordinances are to be complied with to the extent that the same are enforced by governmental authorities.

In any event, no lot may be subdivided by sale or otherwise unless such subdivision is agreed to in writing by the undersigned, or by its successors and assigns, and the written agreement to such subdivision is recorded in the Berkeley County Public Registry.

5. UNINTENTIONAL VIOLATIONS. In the event of the unintentional violation of any of the building line restrictions herein set forth, Builder reserves the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restrictions set forth in this instrument; provided, however, that such change shall not exceed ten percent of the marginal requirements of such building restrictions.

6. CONDITIONS.

(A) No fence except for split rail fence shall be erected on any lot without the permission of Builder.

(B) No outdoor clothes line shall be permitted.

(C) No house or other structure on any lot shall be used for commercial or business purposes. Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any lot. No lot shall be used, in whole or in part, for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet or the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other such debris for pickup by garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Builder may, at its option, ten (10) days after posting a notice thereon, or mailing a notice to said owner at this property address, requesting owner to comply with the requirements of this paragraph, enter and remove all such unsightly items and growth at said owner's expense, and owner shall be personally liable to the Builder for the costs of removal. By acquiring property subject to these restrictions, each and every owner agrees to pay such costs promptly upon demand by the Builder, its agents,

assigns, or representatives. No such entry as provided herein shall be deemed a trespass. The provisions of this paragraph shall not apply to lots upon which houses are under construction.

(D) No trailer, tent, shack, garage, barn, storage shed, or other outbuilding erected on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(E) No shack, storage shed, barn, or any other outbuilding shall be constructed on any lot unless said structure is constructed with the same or similar materials as the residence located thereon and is of a similar architectural design and approved by Builder.

(F) No animals or fowl of any kind other than domesticated household pets shall be kept or maintained on any lot.

(G) No sign boards of any description shall be displayed upon or above any lot with the exception of:

(1) Signs "For Rent" or "For Sale", which such signs shall not exceed two feet by three feet in dimensions; describing only the premises on which displayed; and limited to one sign per lot;

(ii) The name of the owner and the street address, the design of which shall be furnished to the Builder upon request; and the Builder shall have the right to disapprove such design and prohibit the erection of such sign as does not meet with its approval. No billboards or other advertising signs shall be permitted; and

(iii) Developer or Builder shall have the right to erect an entrance sign, designating the name of the subdivision on a lot adjacent to the main entrance to the subdivision.

(H) No trucks, buses, vans or similar commercial vehicles shall be parked or stored on any lot or street fronting thereon other than on a purely temporary basis (no longer than one day), solely in connection with servicing the residence located on a lot.

(I) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In addition, irrespective of whether the same are shown on the recorded plat, easements for installation and maintenance of utility and drainage facilities are reserved over those parcels contiguous to the rear and side lot lines which said parcels are ten (10) feet wide along the rear lot lines and five (5) feet wide along the side lot lines. Moreover, where necessary, easements are reserved for draining facilities, which said easements are ten (10) feet in width (or such lesser width as Developer may determine) and will be located by Developer, in the exercise of its sole discretion, but with the understanding that same shall not interfere with improvements placed upon any of the lots. Where a right-of-way

for a drainage easement is asserted by Developer and the drainage facilities are installed upon the ground, there shall be no grading or regrading within or without the easement which will or may have the effect of obstructing the free flow of water in the easement and in the vicinity of same.

7. DURATION. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating or modifying this Restriction Agreement in whole or in part is signed by a majority of the then Owners and Holders of Notes secured by Deeds of Trust, and said instrument is properly recorded in the Berkley County, South Carolina Public Registry.

IN WITNESS WHEREOF, Don A. Galloway and Don Galloway Homes have caused these presents to be signed, this the 30th day of November, 1984.

IN THE PRESENCE OF:

James E. West
Cynthia M. Rogers

By: Don A. Galloway
Century Home Builders, Inc. n/k/a
Don Galloway Homes, Inc.

(CORPORATE SEAL)

Naethy B. Maskal
Assistant Secretary

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

PERSONALLY APPEARED before me JAMES E. WEST and made oath that he saw the within named CENTURY HOME BUILDERS, INC. n/k/a DON GALLOWAY HOMES, INC. by DON A. GALLOWAY sign, seal and as its act and deed, deliver the within written instrument, and that he with Cynthia M. Rogers witnessed the execution thereof.

James E. West

SWORN to before me this 30th day of November, 1984.

Cynthia M. Rogers (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4/13/86