

Sub C 400

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

COVENANTS AND RESTRICTIONS
VICTORIA PLACE PHASE IV

WHEREAS, SUN PROPERTIES OF CHARLESTON, INC. is the owner of certain property located in the County of Berkeley, State of South Carolina, more particularly described as LOTS 161 through 164, LOTS 166 through 193, LOTS 219 through 229 and LOTS 239 through 254, inclusive, Victoria Place, Phase IV, as shown on a Plat of Victoria Place, Phase IV prepared by Sigma Engineers, Inc., dated March 24, 1984 and recorded in the RMC Office for Berkeley County on October 7, 1985 in Plat Cabinet F, at Page 175.

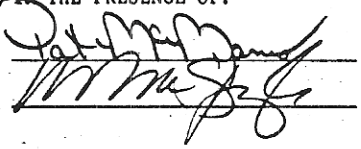
WHEREAS, the said SUN PROPERTIES OF CHARLESTON, INC. desires to impose on said lots suitable Covenants and Restrictions.

NOW, THEREOFRE, KNOW ALL MEN BY THESE PRESENT, that each and every one of the aforementioned lots shown on said plat recorded in the RMC Office for Berkeley County in Plat Cabinet F, at Page 175, shall be subject to the Covenants and Restrictions of Victoria Place, Phase I, dated August 29, 1983 and recorded in the RMC Office for Berkeley County in Book C-159, at Page 309, which said Covenants and Restrictions shall be deemed as running with the above described land, and binding upon and inuring to the benefit of the owners, their heirs, successors and assigns; and any and all susequent purchasers or owners of the lots aforementioned in said subdivision and all persons claiming by, through or under them or any item of them.

IN ADDITION, the above decribed lots shall be subject to the following restrictive covenants:

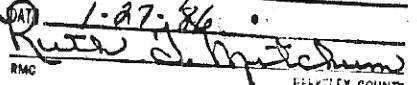
CLOTHES LINE: No clothes line or any other apparatus for drying of clothes shall be erected or maintained in the front portion of any lot.

IN WITNESS WHEREOF, SUN PROPERTIES OF CHARLESTON, INC., has caused these presents to be executed by its President and its corporate seal affixed hereto this 22nd day of January, 1986.

IN THE PRESENCE OF:


SUN PROPERTIES OF CHARLESTON, INC.

By: 
C. Douglas Harbin, President

RECORDED _____
TIME 12:00 pm.
DATE 1-27-86

RMC BERKELEY COUNTY

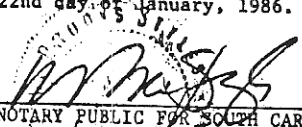
STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

VOL C187 PAGE 188

PERSONALLY appeared before me Pat McManus, and made oath that she saw the within named SUN PROPERTIES OF CHARLESTON, INC., by C. Douglas Harbin, its President, sign, seal and as its act and deed, deliver the within written Covenants and Restrictions, and that she with W. Brooks Styles witnessed the execution thereof.

Pat McManus

SWORN to before me this
22nd day of January, 1986.

 (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8-2-93

EY

of
int
—
five

lpal

each
of
outh

oath
deed,
and

B. Kelly . 6.00

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY) RESTRICTIVE COVENANTS
VICTORIA PLACE, PHASE I

KNOW ALL MEN BY THESE PRESENTS that Sun Properties, Inc., 2895 Ashley Phosphate Road, North Charleston, S. C. 29418, hereinafter called "Developer", the owner of certain lands situate in the County of Berkeley, State of South Carolina, as shown on the Plat prepared by Sigma Engineers, Inc., entitled "VICTORIA PLACE, PHASE I, 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 14 through 81 as shown on a plat entitled "VICTORIA PLACE, PHASE I, BERKELEY COUNTY, SOUTH CAROLINA", prepared by Sigma Engineers, Inc., dated December 6, 1982 and recorded in Plat Cabinet "E" at Page 159 on August 17, 1983 in the RMC 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.

2. SETBACKS

No portion of any building shall be located nearer than ten (10) feet to any front line or any street, nor nearer than three (3) 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, patios, cornices, verandas, piazzas, portals, porches, entranceways and similar portions of residences. The setback provisions herein prescribed may be altered by the Developer 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 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 Developer.

3. RE-DIVISION 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 Developer and said adjoining lots together with all portions of the lot so divided shall henceforth be deemed and treated as one lot respectively.

RECORDED _____
TIME 11:18 A.M.
DATE 9-1-83
[Signature]
BERKELEY COUNTY

4. MINIMUM SQUARE FOOTAGE

No residence erected on any lot 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 (5%) percent reduction in the minimum square footage may be permitted by the Developer 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 three (3) 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. Developer 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 (51%) percent 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 or 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 Developer and/or any persons or entity 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 herein, 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 building erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any

w
f
u
s
t
s
n
r
p
t
c
u
a

e
s
(
r
tl
o
si

be

ne
sh
ap

structure of a temporary character be used for human habitation. Trailers and shacks for 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 or camping 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 on the hereinbefore mentioned Plat, the owner and/or his heirs, successors and assigns agree to pay South Carolina Electric and Gas Company, 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, if same shall be requested.

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 and no more than two such signs may remain on any one lot.

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 Developer. All plans for residences and location upon said lots shall be approved in writing by the Developer. If not approved nor disapproved within fifteen (15) days from receipt, such plans shall be deemed automatically acceptable. Plans and specifications to be submitted to the Developer 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 Developer.

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 Developer 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, weeds and grass shall be cut back sufficiently to maintain an attractive appearance, but in no event more than one (1) foot in height.

In the event that any lot is maintained in violation of the above requirements, the Developer 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 Developer.

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 proved to be in regular use by the low 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 limited or maintained on any lot. Common household pets will be limited to reasonable numbers 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.

The Developer 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 Developer 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 except non-metallic decorative fences approved by the Developer not to exceed three feet in height and any fence on the rear portion of any lot shall not be over five (5) feet in height unless approved by the Developer as herein provided. No fence shall be permitted on any lot unless previously submitted and approved by the Developer as herein provided. Removal of fences not approved by the Developer 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 ten (10) feet from the front 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 Developer 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 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 model homes, 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 Developer.

22. DELIVERY OF PAPERS AND INSTRUMENTS

All papers and instruments required to be filed with or submitted to the Developer shall be delivered personally or sent by Certified Mail to the address first above written.

WITNESS the Hand and Seal of the Developer signed by the appropriate officials thereunto duly authorized, this 29th day of August, 1983.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SUN PROPERTIES, INC.

Christine Horke
[Signature]

BY: *[Signature]*

ATTEST: *[Signature]*

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me *[Signature]* 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 *[Signature]* witnessed the execution thereof.

Christine Horke

SWORN to before me this 29th day of August, 1983.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 7/5/90.

THIS DOCUMENT PREPARED BY:

BAXTER B. KELLY, III
ATTORNEY AT LAW
940 HIGHWAY 17 BY-PASS
MT. PLEASANT, S. C. 29464

l be
will
ced or
ouses,
r that
imes be
ty. No
roperty

hing nor
set forth
to impose
c upon any
which are
o.

t portion of
roved by the
any fence on
e (5) feet in
ein provided.
ess previously
rein provided.
er shall be at
permitting the
es herein "the
as that area
ers of any house
a fence shall be
it shall be at
a shall be needed

f the general type
f substantially the

A
lite dish antenna, or
permitted upon a lot.
the home causing no
interference to other
pose of reception and

Sun Properties
110 Sanguen Parkway
Summersville, S.C. 29483
4.00

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

COVENANTS AND RESTRICTIONS
VICTORIA PLACE PHASE II

WHEREAS, Sun Properties, Inc. is the owner of certain property located in the County of Berkeley, State of South Carolina, more particularly described as Lots 1 through 6, Lots 93 through 100 and Lots 137 through 146, inclusive, Victoria Place Phase II as shown on a Plat of Phase II, Victoria Place prepared by Sigma Engineers, Inc. dated March 19, 1984, and recorded in the Office of the RMC for Berkeley County on March 20, 1984 in Plat Cabinet E, Slide 260, and

WHEREAS, the said Sun Properties, Inc. desires to impose on said lots suitable Covenants and Restrictions.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that each and every one of the aforementioned lots shown on said Plat recorded in the Office of the RMC for Berkeley County in Plat Cabinet E, Slide 260, shall be subject to the Covenants and Restrictions of Victoria Place Phase II, dated August 29, 1983 and recorded in the Office of the RMC for Berkeley County in Book C159, Page 30², which said Covenants and Restrictions shall be deemed as running with the above described land, and binding upon and inuring to the benefit of the owners, their heirs, successors and assigns, and any and all subsequent purchasers or owners of the lots aforementioned in said subdivision and all person claiming by, through or under them or any of them.

In addition, the above described lots shall be subject to the following restrictive covenant:

CLOTHES LINES: No clothes lines or any other apparatus for the drying of clothes shall be erected or maintained in the front portion of any lot.

IN WITNESS WHEREOF, Sun Properties, Inc. has caused these presents to be executed by its President and its corporate seal affixed

IN THE PRESENCE OF

[Handwritten signatures of witnesses]

SUN PROPERTIES, INC.

BY: *[Signature]*
Its President

RECORDED _____
TIME 3:05 pm
DATE April 13, 1984
RMC *[Signature]*
BERKELEY COUNTY

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

PROBATE

PERSONALLY appeared before me John O. Westendorff
and made oath that (s)he saw the within-named Sun Properties, Inc.
by Woodie R. Smith its President, sign, seal, and as
its act and deed, deliver the within-written Covenants
and Restrictions; and, that (s)he with Earnest H. Causey, Jr.
witnessed the execution thereof.

SWORN to before me this

12th day of April, 1984

Pat Adams (L.S.)
Notary Public for South Carolina

John O. Westendorff

My Commission Expires: 6/30/83

BWBR 400

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

AMENDED
COVENANTS AND RESTRICTIONS
VICTORIA PLACE PHASE II

WHEREAS, Sun Properties, Inc. caused to be recorded on April 13, 1984 in the RMC Office for Berkeley County in Book C165, Page 316 certain Covenants and Restrictions for Victoria Place Phase II, and

WHEREAS, said Covenants and Restrictions contained certain typographical errors, and it is the desire of Sun Properties, Inc. to correct such errors, and

WHEREAS, Sun Properties, Inc. is the owner of certain property located in the County of Berkeley, State of South Carolina, more particularly described as Lots 1 through 6, Lots 93 through 100 and Lots 137 through 146, inclusive, Victoria Place Phase II as shown on a Plat of Phase II, Victoria Place prepared by Sigma Engineers, Inc. dated March 19, 1984, and recorded in the Office of the RMC for Berkeley County on March 20, 1984 in Plat Cabinet E, Slide 260, and

WHEREAS, the said Sun Properties, Inc. desires to impose on said lots suitable Covenants and Restrictions.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that each and every one of the aforementioned lots shown on said Plat recorded in the Office of the RMC for Berkeley County in Plat Cabinet E, Slide 260, shall be subject to the Covenants and Restrictions of Victoria Place Phase I, dated August 29, 1983 and recorded in the Office of the RMC for Berkeley County in Book C159, Page 309, which said Covenants and Restrictions shall be deemed as running with the above described land, and binding upon and inuring to the benefit of the owners, their heirs, successors and assigns, and any and all subsequent purchasers or owners of the lots aforementioned in said subdivision and all person claiming by, through or under them or any of them.

In addition, the above described lots shall be subject to the following restrictive covenant:

CLOTHES LINES: No clothes lines or any other apparatus for the drying of clothes shall be erected or maintained in the front portion of any lot.

IN WITNESS WHEREOF, Sun Properties, Inc. has caused these presents to be executed by its President and its corporate seal affixed

IN THE PRESENCE OF

James M. LeMaster
W. Ben J. [unclear]

SUN PROPERTIES, INC.

BY: *[Signature]*
Its President

RECORDED
TIME 10:35 am
MAY 18, 1984
Berkeley County

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

PROBATE

PERSONALLY appeared before me Joyce M. LeMaster and made oath
that (s)he saw the within-named Sun Properties, Inc. by Woodie R. Smith
its President, sign, seal, and as his act and deed, deliver the within-
written Covenants and Restrictions; and, that (s)he with W. Brooks Styles
witnessed the execution thereof.

SWORN to before me this
16th day of May, 1984

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

Joyce M. LeMaster

My Commission Expires: 8-2-93

Sub C

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

4.00

COVENANTS AND RESTRICTIONS
VICTORIA PLACE PHASE II

WHEREAS, SUN PROPERTIES, INC. is the owner of certain property located in the County of Berkeley, State of South Carolina, more particularly described as Lots 7 through 13, Lots 82 through 92, Lots 101 through 124, 147, 148, 196 and 197, inclusive, Victoria Place Phase II as shown on a Plat of Phase II, Victoria Place prepared by Sigma Engineers, Inc., dated January 4, 1984 and recorded in the Office of the RMC for Berkeley County on July 2, 1984 in Plat Cabinet E, Slide 315, and

WHEREAS, the said SUN PROPERTIES, INC. desires to impose on said lots suitable Covenants and Restrictions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that each and every one of the aforementioned lots shown on said Plat recorded in the RMC Office for Berkeley County in Plat Cabinet E, Slide 315, shall be subject to the Covenants and Restrictions of Victoria Place, Phase I, dated August 39, 1983 and recorded in the RMC Office for Berkeley County in Book C-159, at Page 309, which said Covenants and Restrictions shall be deemed as running with the above described land, and binding upon and inuring to the benefit of the owners, their heirs, successors and assigns, and any and all subsequent purchasers or owners of the lots aforementioned in said subdivision and all persons claiming by, through or under them or any of them.

IN ADDITION, the above described lots shall be subject to the following restrictive covenants:

CLOTHES LINE: No clothes line or any other apparatus for the drying of clothes shall be erected or maintained in the front portion of any lot.

IN WITNESS WHEREOF, SUN PROPERTIES, INC. has caused these presents to be executed by its President and its corporate seal affixed hereto this 20th day of February, 1985.

IN THE PRESENCE OF:

SUN PROPERTIES, INC.

[Signature]
[Signature]

[Signature]
By: Robert A. Causey
Its: Sec.

RECORDED _____
TIME 10:25am
DATE 2/21/85
[Signature]
RMC BERKELEY COUNTY

[Vertical text on left margin]

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

4.00 DWD 1/2

SPECIFIC POWER OF ATTORNEY
TO BUY AND MORTGAGE
REAL ESTATE

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Myron Mark Brown have constituted, made and appointed, and by these presents do constitute, make and appoint Patricia D. Brown my true and lawful attorney-in-fact for me and in my name and stead, to buy or purchase that certain property known as Lot 100, Block n/a, Section n/a, Hampton Trace/Victoria Place Subdivision in Berkeley County, South Carolina, also known as 121 Lancashire Rd, Hampton Trace/Victoria Place upon such terms and conditions as he/she considers fit or as specifically set forth below, and to make, execute and deliver in my name a good and sufficient note and mortgage for the mortgaging of said property to the said mortgagee Mortgage Associates, Inc. in the amount of \$ 54,999 and to execute and deliver any and all other instruments necessary and proper for the completion of this transaction, including, specifically, the power to endorse any checks made out to my order in connection with this transaction, and to use my Veterans Administration loan guaranty entitlement therefore. I intend to occupy this property as my permanent residence. The sales price shall be \$ 55,855.00.

GIVING AND GRANTING unto my said attorney-in-fact fully authority and power to do and perform any and all other acts necessary and incident to the performance and execution of the powers therein expressly granted, with power to do and perform all acts authorized hereby as fully to all intents and purposes as I might or could do if personally present, with full power of substitution.

IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal this 16th day of February, 1985.

IN THE PRESENCE OF:

Deanna C. Ollman
Bernie G. Elkin

Myron Mark Brown (SEAL)
Myron Mark Brown

STATE OF SOUTH CAROLINA)
)
COUNTY OF Berkeley)

PERSONALLY appeared before me Deanna C. Ollman and made oath that she saw the within named Myron Mark Brown, sign, seal and as his act and deed, deliver the within written Specific Power of Attorney to Buy and Mortgage Real Estate and that she with Bernie G. Elkin witnessed the execution thereof.

Deanna C. Ollman

SWORN to before me this 16th day of February, 1985.

Bernie G. Elkin
NOTARY PUBLIC FOR

My Commission Expires: May 11, 1992

RECORDED _____
TIME 10:35 AM
DATE 2/21/85
Deanna C. Ollman
RMC BERKELEY COUNTY

4.00

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

COVENANTS AND RESTRICTIONS
VICTORIA PLACE PHASE III

WHEREAS, SUN PROPERTIES OF CHARLESTON, INC. is the owner of certain property located in the County of Berkeley, State of South Carolina, more particularly described as LOTS 125 through 136, LOTS 149 through 160, LOTS 198 through 218 and LOTS 230 through 238, inclusive, Victoria Place, Phase III, as shown on a Plat of Victoria Place, Phase III prepared by Sigma Engineers, Inc., dated March 21, 1984 and recorded in the R.M.C. Office for Berkeley County on June 5, 1985 in Plat Cabinet F, at Page 97; and

WHEREAS, the said SUN PROPERTIES OF CHARLESTON, INC. desires to impose on said lots suitable Covenants and Restrictions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that each and every one of the aforementioned lots shown on said plat recorded in the RMC Office for Berkeley County in Plat Cabinet F, at Page 97, shall be subject to the Covenants and Restrictions of Victoria Place, Phase I, dated August 29, 1983 and recorded in the RMC Office for Berkeley County in Book C-159, at Page 309, which said Covenants and Restrictions shall be deemed as running with the above described land, and binding upon and inuring to the benefit of the owners, their heirs, successors and assigns, and any and all subsequent purchasers or owners of the lots aforementioned in said subdivision and all persons claiming by, through or under them or any of them.

IN ADDITION, the above described lots shall be subject to the following restrictive covenants:

CLOTHES LINE: No clothes line or any other apparatus for the drying of clothes shall be erected or maintained in the front portion of any lot.

IN WITNESS WHEREOF, SUN PROPERTIES OF CHARLESTON, INC., has caused these presents to be executed by its President and its corporate seal affixed hereto this 9th day of July, 1985.

IN THE PRESENCE OF:
[Handwritten signatures]

SUN PROPERTIES OF CHARLESTON, INC.

By: *[Signature: C. Douglas Harbin]*
C. Douglas Harbin, President

RECORDED
TIME 11:32 am
DATE 7-9-85
[Signature]
RMC BERKELEY COUNTY

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

231V2 3 A210 Y0000W T10W05H
3 21102 3UN0VA 223108 0183
01002 02 210210H 1022310A03

PERSONALLY appeared before me Pat McManus, and made oath that she saw the within named SUN PROPERTIES OF CHARLESTON, INC., by C. Douglas Harbin, its President, sign, seal and as its act and deed, deliver the within written Covenants and Restrictions, and that she with W. Brooks Styles witnessed the execution thereof.

Pat McManus

SWORN to before me this

9th day of July, 1985.

W. Brooks Styles (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 8-2-93