

KNOW ALL ME 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 VILLAGE GREEN SUBDIVISION AT SANGAREE", 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 3 through 12 inclusive, Block "B"; Lots 1 through 29 inclusive, Block "C"; Lots 11 through 35 inclusive, Block "D"; and Lots 1 through 54 inclusive, Block "E" as shown on the Plat entitled "PLAT OF A PORTION OF VILLAGE GREEN SUBDIVISION AT SANGAREE", prepared by Thomas W. Bailey, C. E. & L. S. and recorded in Book W, Page 253, 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.

C121 Pg. 201

Extra Copy
11/3/77

Lots 3-12 Bl. B
Lots 1-29 Bl. C
Lots 11-35 Bl. D
Lots 1-54 Bl. E

RECEIVED & RECORDED
11/3/77
Minute
C121 201
NOV 3 1977
P. E. 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 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 on a corner lot 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 not have more than one thousand (1,050) fifty square feet of living space, exclusive of one-story open porches and garages. A five (5%) per cent increase or reduction in the minimum square footage may be permitted by The Berkeley Company for any house.

5. EASEMENTS

Grantor reserves easements unto itself, Sangaree Services Corporation, 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 termination 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 domination 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 out building 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, carport or turning area for a minimum width of ten (10) feet.

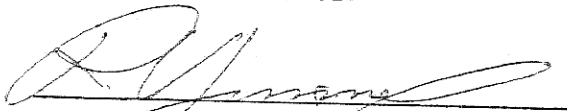
20. DELIVERY OF PAPERS AND INSTRUMENTS

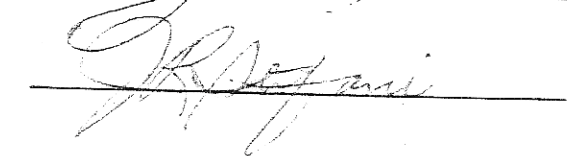
All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by certified mail to The Berkeley Company, Post Office Box 1543, Summerville, South Carolina 29483.

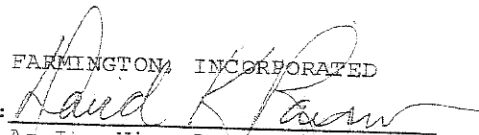
WITNESS the Hand and Seal of the parties heretofore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 25th day of October, A. D., 1977.

Signed, Sealed and Delivered in

the Presence of:



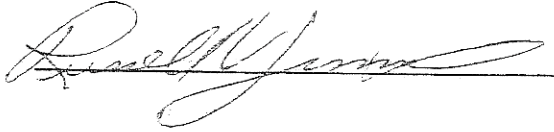


FARMINGTON, INCORPORATED
By: 
As Its Vice President
Doing Business as The Berkeley
Company

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

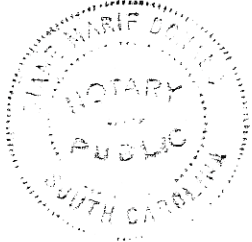
PERSONALLY appeared before me Russell V. Zimmerman
and made oath that he saw the within named parties by the above
executing officers in the aforesaid capacities sign, seal and as
their act and deed deliver the within written instrument, and that
he with J. R. Stefani witnessed the
execution thereof.



SWORN to before me this 25th
day of October, A. D., 1977

Giane 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 VILLAGE GREEN SUBDIVISION AT SANGAREE", 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 1 through 5 inclusive, Block "A"; Lots 1, 2, 13, 14 and 15, Block "B"; and Lots 1 through 10 inclusive, Block "D" as shown on the plat entitled "PLAT OF A PORTION OF VILLAGE GREEN SUBDIVISION AT SANGAREE", prepared by Thomas W. Bailey, C. E. & L. S. and recorded in Book 4, Page 224, 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.

C121 Pg. 25
8/24/77
Extra Copy

Lots 1-5 Bl. A
Lots 1, 2, 13, 14 & 15 Bl. B
Lots 1-10 Bl. D.

RECEIVED & RECORDED
At 11:45 Minutes AM
Book C 121 Page 25
AUG 24 1977
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 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 on a corner lot 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 not have more than one thousand (1,050) fifty square feet of living space, exclusive of one-story open porches and garages. A five (5%) per cent increase or reduction in the minimum square footage may be permitted by The Berkeley Company for any house.

5. EASEMENTS

Grantor reserves easements unto itself, Sangaree Services Corporation, 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 termination 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 domination 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 out building 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 Caroling 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 form 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, carport 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 24th day of August, A.D., 1977.

Signed, Sealed and Delivered in

the Presence of:

Diane M. Donald

Russell V. Young
As to The Berkeley Company

FARMINGTON, INCORPORATED
By: Harold K. Ryan
As its Vice President

Doing Business as The Berkeley
Company

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PERSONALLY appeared before me Russell G. Johnston
and made oath that he 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 with Diane M. Donald witnessed the execution thereof.

SWORN to before me this 24th
day of August, A.D., 1977

Diane M. Donald (SEAL)
A NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires:

MY COMMISSION EXPIRES JUNE 7, 1987