

SIXTH PRESENTS

WHEREAS, The Berkeley Company is the owner of a development known as "WOODBRIDGE VILLAGE AT SANGAREE" situated in the County of Berkeley and State of South Carolina, and The Berkeley Company has agreed to establish a general plan of development, with respect to that portion of "WOODBRIDGE VILLAGE AT SANGAREE" as shown on a plat thereof by Thomas W. Bailey, C.E. & L.S., dated January 2, 1979, entitled "PLAT OF A PORTION OF WOODBRIDGE VILLAGE AT SANGAREE" which Plat is of record in the Office of the Clerk of Court for Berkeley County in Plat Book X at Page 47: NOW THEREFORE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the premises The Berkeley Company for itself and its Successors and Assigns, agrees with all persons, firms or corporations, acquiring any of the property shown on the Plat, hereinabove referred to collectively as "restrictions", relating to the use and occupancy thereof, which said restrictive covenants running with the Title to the lots, as shown on the Plat hereinbefore referred to, and shall inure to the benefit of and be binding upon the Heirs, Successors and Assigns of the acquiring parties or person:

RESTRICTIONS

1. DESCRIPTION OF PROPERTY RESTRICTED. The property which is made subject to these restrictions are those numbered lots delineated on a Plat of Woodbridge Village at Sangaree, by Thomas W. Bailey, Registered South Carolina Surveyor, dated January 2, 1979 and recorded in the Office of the Clerk of Court for Berkeley County, South Carolina in Plat Book X at Page 47.

The lots and blocks made subject to these restrictions are as follows: Lots 1 through 11, inclusive, Block A; and Lots 1 through 21, inclusive, Block B. Only the lots, as described above, are made subject to these Restrictions set forth in this Declaration.

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2. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. 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.

3. SETBACKS AND BUILDING LINES. No building shall be located on any lots nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify Owner of its determination within thirty (30) days after receipt of Owner's site plan recommendation, Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed seven (7) feet in height from the minimum building setback line to the rear property line. Fences shall not extend

Beyond the actual building fronts.
d. Minor Deviations. Setback provisions herein prescribed, may be altered by The Berkeley Company, whenever in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

e. Subdivision of Lots. No portion of any lot shall be

more than two (2) feet above the established lot grade.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed seven (7) feet in height from the minimum building

beyond the actual building front.

d. Minor Deviations. Setback provisions herein prescribed, may be altered by The Berkeley Company, whenever in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

e. Subdivision of Lots. No portion of any lot shall be sold or conveyed except that a vacant lot may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lot as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

f. Corner Lots. The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets.

g. Porches, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structures shall be approved by The Berkeley Company.

h. Exteriors. All residences and outbuildings shall be of brick veneer, wood or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises.

i. Driveways. At the time of house construction, each builder shall install an asphalt or concrete driveway from the edge of the street pavement to the garage, carport or turning area for a minimum width of ten (10) feet.

4. APPROVAL OF PLANS. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plans and specifications. As a prerequisite to consideration

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for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to The Berkeley Company. The Berkeley Company shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

5. AREA REQUIREMENTS. The living areas of the main structure, exclusive of the open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 1,400 square feet.

6. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity, unless otherwise extended by The Berkeley Company.

7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS AND DELIVERY RECEPTABLES. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.

8. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently, provided this paragraph shall not be construed to prevent the Builders from using sheds or other temporary structures during construction.

9. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to owners premises unless on a leash.

10. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITIES SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written permission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring

lots, roads, streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

11. ANTENNA. No radio or television transmission towers or antenna shall be erected on the restricted -

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11. ANTENNA. No radio or television transmission towers or antenna shall be erected on the restricted property and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line on any house.

12. TRAILERS, TRUCKS, SCHOOL BUSES, BOAT TRAILERS. No house trailer or mobile home, or habitable motor vehicles of any kind, school busses, trucks (other than "pick-ups") or other commercial vehicles, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages, carports or to the rear of the dwelling.

13. PROHIBITION OF NUISANCE. 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.

14. UNSIGHTLY MATERIALS. No trash, rubbish, debris, junk, 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 debris for pick up by governmental or similar 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 weeds, underbrush or other unsightly growth, then The Berkeley Company, or its Successor, may enter upon such property five (5) days after posting a notice thereon, requesting the owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the owner's expense. No such entry shall be deemed a trespass. The Berkeley Company's notice shall be sufficient, if it states in substance:

"Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

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. 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.

15. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

16. WELLS. No individual water supply and/or sewerage disposal system shall be permitted except for irrigation.

17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors and Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority

The Berkeley Company reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company.

or maintenance of utilities, or which may change the direction of flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant,

The Berkeley Company reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

18. USE OF SAMPLE HOUSES. A builder, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a sample house or sample houses for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house or houses for display purposes, shall not be construed as a violation of the residential provisions of these restrictions.

19. DOCUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, Post Office Box 1543, Summerville, South Carolina, or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICABILITY. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plan, hereinabove referred to.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any preceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from doing so or recover damages or other dues for such violation.

22. COVENANTS RUN WITH THE LAND. These restrictions and covenants shall run with the land for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them.

23. INVALIDATION. Invalidation of any 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.

24. ASSESSMENTS. By accepting title to and part of the consideration for sale of the property above shown on the hereinbefore mentioned Flat, 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 The Berkeley County Water & Sewer Authority, its successors or assigns, such assessments and charges as might be assessed by it including installation, tap and inspection fees and water and sewer user fees.

c. The lot owner and/or his Heirs, Successors and Assigns, agree to pay The Sangaree Public Service District, its successors or assigns, such assessments and charges as might be assessed by it including fire protection charges, solid waste disposal charges and drainage, street and greenway maintenance fees.

WITNESS the Hand and Seal of the parties heretofore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 3rd day of January, A. D. 1979.

Signed, Sealed and Delivered in the Presence of:

FARMINGTON, INCORPORATED, Doing Business as The Berkeley Company

By Russell Yarnall As Its Assistant Vice President

[Signature]
Witness

[Signature]
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

PERSONALLY appeared before me David D. Baker made oath

Heide Hess Avery
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

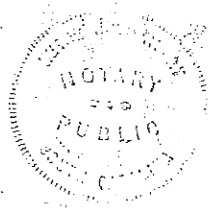
PERSONALLY appeared before me David D. Baker made oath
that he/~~she~~^{XXX} saw the within named parties by the above executing officers in
the aforesaid capacities sign, seal and as their act and deed deliver the
within written instrument, and that he/~~she~~^{XXX} with Heide Hess Avery
witnessed the execution thereof.

[Handwritten Signature]

SWORN to before me this 3rd
day of January, A.D. 1979.

Heide Hess Avery
A NOTARY FOR SOUTH CAROLINA

My commission expires: 14 November 1988



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The Berkeley Company
110 Parkway Blvd.
Summersville, S.C. 29483.
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STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Farmington, Incorporated, doing business as The Berkeley Company, the owners of certain lands situate in the County of Berkeley, State of South Carolina, as shown on the Plat by J. E. Serrine Company Engineers, C.E. and L.S. entitled "PLAT SHOWING LOTS 1 THRU 18, A PORTION OF PHASE II OF WOODBRIDGE VILLAGE:" hereinafter more fully referred to for valuable consideration, does hereby declare that the lands described below shall be subject to the Restrictive Covenants 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 know as Lots 1 thru 18, A Portion of Phase II of Woodbridge Village: Prepared by J.E.Serrine Company Engineers, C.E. and L.S. and recorded in Cabinet E at page 138, in the Office of the Clerk of Court for Berkeley County, South Carolina, their heirs, successors and assigns, that said lots shall be subject to the following Restrictive Covenants:

RESTRICTIONS

1. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. 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.

RECORDED _____
TIME 3:50 pm
June 2 1983
[Signature]
BERKELEY COUNTY

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2. SETBACKS AND BUILDING LINES. No building shall be located on any lots nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify Owner of its determination within thirty (30) days after receipt of Owner's site plan recommendation, Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed seven (7) feet in height from the minimum building setback line to the rear property line. Fences shall not extend beyond the actual building fronts.

d. Minor Deviations. Setback provisions herein prescribed, may be altered by The Berkeley Company, whenever in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

e. Subdivision of Lots. No portion of any lot shall be sold or conveyed except that a vacant lot may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lot as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

f. Corner Lots. The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets.

g. Porches, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structures shall be approved by The Berkeley Company.

h. Exteriors. All residences and outbuildings shall be of brick veneer, wood or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises.

i. Driveways. At the time of house construction, each builder shall install an asphalt or concrete driveway from the edge of the street pavement to the garage, carport or turning area for a minimum width of ten (10) feet.

j. Sidewalks. At the time of house construction, each builder shall install a concrete sidewalk the entire distance of said lot front and in the case of a corner lot for the entire distance of both sides. Sidewalks shall be a minimum of four (4) feet wide.

3. APPROVAL OF PLANS. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plans and specifications. As a prerequisite to consideration

for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to The Berkeley Company. The Berkeley Company shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

4. Area Requirements. The living areas of the main structure, exclusive of the open porches, porte-cocheres, garages, carports and breezeways, shall be no less than 1,400 square feet. A reduction in the minimum square footage may be permitted by The Berkeley Company for fifty percent (50%) of the area in an enclosed garage of a minimum inside width of twelve (12) feet or for fifty percent (50%) of unfinished living space; provided that any such reduction is limited to a maximum of one hundred (100) square feet for an enclosed garage and a maximum of one hundred (100) square feet for unfinished living space, as a combination of unfinished living space and garage so that in any event the minimum finished living space shall never be less than one thousand three hundred (1,300) square feet, exclusive of porches, garages, and unfinished living space.

5. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity, unless otherwise extended by The Berkeley Company.

6. OBSTRUCTIONS TO VIEW AT INTERSECTIONS AND DELIVERY RECEPTABLES. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.

7. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently, provided this paragraph shall not be construed to prevent the Builders from using sheds or other temporary structures during construction.

8. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to owners premises unless on a leash.

SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written permission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring lots, roads, streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

10. ANTENNA. No radio or television transmission towers or antenna shall be erected on the restricted property and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line on any house.

11. TRAILERS, TRUCKS, SCHOOL BUSESSES, BOAT TRAILERS. No house trailer or mobile home, or habitable motor vehicles of any kind, school buses, trucks (other than "pick-ups") or other commercial vehicles, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages, carports or to the rear of the dwelling.

12. PROHIBITION OF NUISANCE. 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.

13. UNSIGHTLY MATERIALS. No trash, rubbish, debris, junk, 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 debris for pick up by governmental or similar 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 weeds, underbrush or other unsightly growth, then The Berkeley Company, or its Successor, may enter upon such property five (5) days

after posting a notice thereon, requesting the owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the owner's expense. No such entry shall be deemed a trespass. The Berkeley Company's notice shall be sufficient, if it states in substance: "Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

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14. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

15. Wells. No individual water supply system shall be permitted except for irrigation.

16. Sewerage Systems. No individual sewerage disposal system shall be permitted.

17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors and Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation

or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, The Berkeley Company reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

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19. DOCUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, 110 Parkway Blvd., Summerville, South Carolina, or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICABILITY. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plan, hereinabove referred to.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any preceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from doing so or recover damages or other dues for such violation.

22. COVENANTS RUN WITH THE LAND. These restrictions and covenants shall run with the land for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them.

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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 21 day of June, A. D. 1983.

SIGNED, SEALED AND DELIVERED
In the presence of:

FARMINGTON, INCORPORATED d/b/a
The Berkeley Company

Forrest Edwards
Cheryl M. Rahn

By: John L. Thomas
its Assistant Vice President

STATE OF SOUTH CAROLINA }
COUNTY OF BERKELEY }

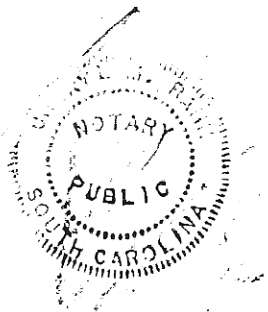
PERSONALLY appeared before me Forrest Edwards, who made oath that she/he saw the within parties by the above executing officer in the aforesaid capacity sign, seal, and as his/her act and deed, deliver the within written instrument, and that she/he with Cheryl M. Rahn witnessed the execution thereof.

Forrest Edwards

SWORN to before me this 21
day of June, A.D 1983.

Cheryl M. Rahn
A NOTARY FOR SOUTH CAROLINA

My Commission expires: 5-27-90



STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

10.00

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RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Farmington, Incorporated, doing business as The Berkeley Company, the owner of certain lands situate in the County of Berkeley, State of South Carolina, as shown on the Plat by J.E. Surrine Company Engineers, C.E. and L.S. entitled "PLAT SHOWING LOTS 19 THRU 70, A PORTION OF PHASE II OF WOODBRIDGE VILLAGE:" hereinafter more fully referred to for valuable consideration, does hereby declare that the lands described below shall be subject to the Restrictive Covenants 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 19 THRU 70, A portion of Phase II of Woodbridge Village: Prepared by J.E. Surrine Company Engineers, C.E., and L.S. and recorded in CABE at page 181, in the Office of Clerk of Court for Berkeley County, South Carolina, their heirs, successors and assigns, that said lots shall be subject to the following Restrictive Covenants:

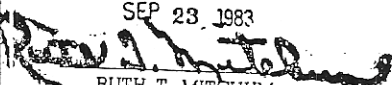
RESTRICTIONS

1. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purpose only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. 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.

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SEP 23 1983


RUTH T. MITCHUM
REGISTER MENSE CONVEYANCE

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2. SETBACKS AND BUILDING LINES. No building shall be located on any lots nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

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a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify Owner of its determination within thirty (30) days after receipt of Owner's site plan recommendation, Owner's site plan shall be binding on The Berkeley Company.

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b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade.

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c. Walls and Fences. Fences, boundary walls and hedges shall not exceed seven (7) feet in height from the minimum building setback line to the rear property line. Fences shall not extend beyond the actual building fronts.

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d. Minor Deviations. Setback provisions herein prescribed, may be altered by The Berkeley Company, whenever in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

e. Subdivision of Lots. No portion of any lot shall be sold or conveyed except that a vacant lot may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lot as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

f. Corner Lots. The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets.

g. Porches, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structures shall be approved by The Berkeley Company.

h. Exteriors. All residences and outbuildings shall be of brick veneer, wood or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises.

i. Driveways. At the time of house construction, each builder shall install an asphalt or concrete driveway from the edge of the street pavement to the garage, carport or turning area for a minimum width of ten (10) feet.

j. Sidewalks. At the time of house construction, each builder shall install a concrete sidewalk the entire distance of said lot front and in the case of a corner lot for the entire distance of both sides. Sidewalks shall be a minimum of four (4) feet wide.

3. APPROVAL OF PLANS. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plans and specifications. As a prerequisite to consideration

for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to The Berkeley Company. The Berkeley Company shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

4. Area Requirements. The living areas of the main structure, exclusive of the open porches, porte-cocheres, garages, carports and breezeways, shall be no less than 1,400 square feet. A reduction in the minimum square footage may be permitted by The Berkeley Company for fifty percent (50%) of the area in an enclosed garage of a minimum inside width of twelve (12) feet or for fifty percent (50%) of unfinished living space; provided that any such reduction is limited to a maximum of one hundred (100) square feet for an enclosed garage and a maximum of one hundred (100) square feet for unfinished living space, as a combination of unfinished living space and garage so that in any event the minimum finished living space shall never be less than one thousand three hundred (1,300) square feet, exclusive of porches, garages, and unfinished living space.

5. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity, unless otherwise extended by The Berkeley Company.

6. OBSTRUCTIONS TO VIEW AT INTERSECTIONS AND DELIVERY RECEPTABLES. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.

7. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently, provided this paragraph shall not be construed to prevent the Builders from using sheds or other temporary structures during construction.

8. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to owners premises unless on a leash.

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9. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITIES

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SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written permission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring lots, roads, streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

10. ANTENNA. No radio or television transmission towers or antenna shall be erected on the restricted property and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line on any house.

11. TRAILERS, TRUCKS, SCHOOL BUSES, BOAT TRAILERS. No house trailer or mobile home, or habitable motor vehicles of any kind, school busses, trucks (other than "pick-ups") or other commercial vehicles, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages, carports or to the rear of the dwelling.

12. PROHIBITION OF NUISANCE. 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.

13. UNSIGHTLY MATERIALS. No trash, rubbish, debris, junk, 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 debris for pick up by governmental or similar 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 weeds, underbrush or other unsightly growth, then The Berkeley Company, or its Successor, may enter upon such property five (5) days

after posting a notice thereon, requesting the owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the owner's expense. No such entry shall be deemed a trespass. The Berkeley Company's notice shall be sufficient, if it states in substance: "Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

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 Special Tax District to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots. 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.

14. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

15. Wells. No individual water supply system shall be permitted except for irrigation.

16. Sewerage Systems. No individual sewerage disposal system shall be permitted.

17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors and Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation

or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, The Berkeley Company reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

18. USE OF SAMPLE HOUSES. A builder, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a sample house or sample houses for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house or houses for display purposes, shall not be construed as a violation of the residential provisions of these restrictions.

19. DOCUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, 110 Parkway Blvd., Summerville, South Carolina, or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICABILITY. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plan, hereinabove referred to.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from doing so or recover damages or other dues for such violation.

22. COVENANTS RUN WITH THE LAND. These restrictions and covenants shall run with the land for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them.

WITNESS the Hand and Seal of the parties heretobefore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this

23 day of September A.D. 1983.

SIGNED, SEALED AND DELIVERED
In the presence of.

Delva K. Tarr

Cheyl Bahn

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

FARMINGTON, INCORPORATED d/b/a
The Berkeley Company

By: John R. Thomas
as its Assistant Vice President

PERSONALLY appeared before me Delva K. Tarr, who made oath that she/he saw the within parties by the above executing officer in the aforesaid capacity sign, seal, and as his/her act and deed, deliver the within written instrument, and that she/he with Cheyl Bahn witnessed the execution thereof.

Delva K. Tarr

SWORN to before me this 23
day of Sept., A.D. 1983.

Cheyl Bahn
A NOTARY FOR SOUTH CAROLINA

My Commission expires: 5-27-90

RECORDED
TIME . 2:55 PM

The Berkeley Company

Rec 10.86
10.00

Original

STATE OF SOUTH CAROLINA }
COUNTY OF BERKELEY }

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VOL C161 PAGE 295

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that Farmington, Incorporated, doing business as The Berkeley Company, the owner of certain lands situate in the County of Berkeley, State of South Carolina, as shown on the Plat by J.E. Surrine Company Engineers, C.E. and L.S. entitled "PLAT SHOWING LOTS 19 THRU 70, A PORTION OF PHASE II OF WOODBRIDGE VILLAGE:" hereinafter more fully referred to for valuable consideration, does hereby declare that the lands described below shall be subject to the Restrictive Covenants 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 19 THRU 70, A portion of Phase II of Woodbridge Village: Prepared by J.E. Surrine Company Engineers, C.E., and L.S. and recorded in CABE at page 181, in the Office of Clerk of Court for Berkeley County, South Carolina, their heirs, successors and assigns, that said lots shall be subject to the following Restrictive Covenants:

RESTRICTIONS

1. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purpose only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. 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.

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SEP 23 1983

Ruth T. Mitchum
RUTH T. MITCHUM
REGISTER MENSE CONVEYANCE

RECORDED
TIME 2:35 PM
DATE November 3, 1983
BY [Signature]

2. SETBACKS AND BUILDING LINES. No building shall be located on any lots nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify Owner of its determination within thirty (30) days after receipt of Owner's site plan recommendation, Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade.

c. Walls and Fences. Fences, boundary walls and hedges .. shall not exceed seven (7) feet in height from the minimum building setback line to the rear property line. Fences shall not extend beyond the actual building fronts.

d. Minor Deviations. Setback provisions herein prescribed, may be altered by The Berkeley Company, whenever in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

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e. Subdivision of Lots. No portion of any lot shall be

sold or conveyed except that a vacant lot may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lot as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

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of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structures shall be approved by The Berkeley Company.

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of brick veneer, wood or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises.

i. Driveways. At the time of house construction, each

builder shall install an asphalt or concrete driveway from the edge of the street pavement to the garage, carport or turning area for a minimum width of ten (10) feet.

j. Sidewalks. At the time of house construction, each builder

shall install a concrete sidewalk the entire distance of said lot front and in the case of a corner lot for the entire distance of both sides. Sidewalks shall be a minimum of four (4) feet wide.

3. APPROVAL OF PLANS. No construction, reconstruction,

remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plans and specifications. As a prerequisite to consideration

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8. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to owners premises unless on a leash.

9. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITIES

SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written permission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring lots, roads, streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

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10. ANTENNA. No radio or television transmission towers or antenna shall be erected on the restricted property and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line on any house.

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12. PROHIBITION OF NUISANCE. 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.

13. UNSIGHTLY MATERIALS. No trash, rubbish, debris, junk, 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 debris for pick up by governmental or similar 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 weeds, underbrush or other unsightly growth, then The Berkeley Company, or its Successor, may enter upon such property five (5) days

after posting a notice thereon, requesting the owner to serve this paragraph, and upon entry, remove all such unsightly items or growths at the owner's expense. No such entry shall be deemed a trespass. The Berkeley Company's notice shall be sufficient, if it states in substance: "Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

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14. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

15. Wells. No individual water supply system shall be permitted except for irrigation.

16. Sewerage Systems. No individual sewerage disposal system shall be permitted.

17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors and Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation

or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, The Berkeley Company reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

18. USE OF SAMPLE HOUSES. A builder, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a sample house or sample houses for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house or houses for display purposes, shall not be construed as a violation of the residential provisions of these restrictions.

19. DOCUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, 110 Parkway Blvd., Summerville, South Carolina, or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICABILITY. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plan, hereinabove referred to.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from doing so or recover damages or other dues for such violation.

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22. COVENANTS RUN WITH THE LAND. These restrictions and covenants shall run with the land for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them 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%) of the number of lots shown on the above referred to Plat has been recorded terminating these covenants or any part thereof. PROVIDED, HOWEVER, that if a governmental authority or municipality having jurisdiction over the area enacts and enforces zoning, building codes and ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.

WITNESS the Hand and Seal of the parties heretobefore mentioned, signed
by the appropriate entities and the official thereunto duly authorized, this
23 day of September A.D. 1983.

SIGNED, SEALED AND DELIVERED
In the presence of:

Delma K. Tarr
Cheryl Bahn

FARMINGTON, INCORPORATED d/b/a
The Berkeley Company

By: John L. Thomas
Its Assistant Vice President

STATE OF SOUTH CAROLINA }
COUNTY OF BERKELEY }

PERSONALLY appeared before me Delma K. Tarr, who made
oath that she/he saw the within parties by the above executing officer in the
aforesaid capacity sign, seal, and as his/her act and deed, deliver the within
written instrument, and that she/he with Cheryl Bahn
witnessed the execution thereof.

Delma K. Tarr

SWORN to before me this 23
day of Sept., A.D. 1983.

Cheryl Bahn
A NOTARY FOR SOUTH CAROLINA

My Commission expires: 5-27-90

ins

*The Berkeley Company
110 Parkside Blvd.
Spartanburg, SC 29403*

1100

VOL 0227 PAGE 222
**RESTRICTIVE COVENANTS
&
EASEMENTS**

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

TO ALL WHOM THESE PRESENTS SHALL CONCERN, Farmington, Incorporated, doing business as The Berkeley Company, its Successors or Assigns, SENDTH GREETINGS:

WHEREAS, The Berkeley Company is the owner of a development known as "WOODBRIDGE VILLAGE AT SANGAREE" situated in the County of Berkeley and State of South Carolina, and The Berkeley Company has agreed to establish a general plan of development, with respect to that portion of "WOODBRIDGE VILLAGE AT SANGAREE", as shown on a plat thereof by Serrine Environmental Consultants, Inc., Engineers, C.E. & L.S. dated September 16, 1987, entitled "Plat Showing Lots 1 through 12 Woodbridge Village Subdivision Phase I Extension I owned by The Berkeley Company" which Plat is of record in the Office of the Clerk of Court for Berkeley County in Plat Book *CAB 5* at Page *287*:

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 in consideration of the premises The Berkeley Company for itself and its Successors or Assigns, agrees with all persons, firms or corporations, acquiring any of the property shown on the Plat, hereinabove referred to collectively as "restrictions", relating to the use and occupancy thereof, which said restrictive covenants running with the Title to the lots, as shown on the Plat hereinbefore referred to, and shall inure to the benefit of and be binding upon the Heirs, Successors or Assigns of the acquiring parties or person:

RESTRICTIONS

1. DESCRIPTION OF PROPERTY RESTRICTED. The property which is made subject to these restrictions are those numbered lots delineated on a Plat of Woodbridge Village at Sangaree, by Serrine Environmental Consultants, Inc., Engineers, C.E. & L.S., dated September 16, 1987 and recorded in the Office of the Clerk of Court for Berkeley County, South Carolina in Plat Book *CAB 5* at Page *287*.

RECORDED _____
TIME *1:15 PM*
DATE *10/9/87*
[Signature] BERKELEY COUNTY

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BY COUNTY

The lots made subject to these restrictions are as follows: Lots 1 through 12 Woodbridge Village Subdivision Phase I Extension I. Only the lots, as described above, are made subject to these Restrictions set forth in this Declaration.

2. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. 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.

3. SETBACK AND BUILDING LINES. No building shall be located on any lots nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify Owner of its determination within thirty (30) days after receipt of Owner's site plan

recommendation, Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed seven (7) feet in height from the minimum building setback line to the rear property line. Fences shall not extend beyond the actual building fronts.

d. Minor Deviations. Setback provisions herein prescribed may be altered by The Berkeley Company whenever, in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

e. Subdivision of Lots. No portion of any lot shall be sold or conveyed except that a vacant lot may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lot as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

f. Corner Lots. The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets.

g. Porches, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structures shall be approved by The Berkeley Company.

h. Exteriors. All residences and outbuildings shall be of brick veneer, wood or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for

the garage or other structures erected on the premises. In the event other materials are favored for the exterior of outbuildings and receive proper approval, they shall blend harmoniously with the main structure.

i. Driveways. At the time of house construction, each builder shall install an asphalt or concrete driveway from the edge of the street pavement to the garage, carport or turning area for a minimum width of ten (10) feet.

4. APPROVAL OF PLANS. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to The Berkeley Company. The Berkeley Company shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

5. AREA REQUIREMENTS. The living areas of the main structure, exclusive of the open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 1,400 square feet.

6. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except that where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity, unless otherwise extended by The Berkeley Company.

7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS AND DELIVERY RECEPTACLES. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.

8. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES. No

structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently, provided this paragraph shall not be construed to prevent the Builders from using sheds or other temporary structures during construction.

9. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to owners premises unless on a leash.

10. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITIES SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written premission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring lots, roads, streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

11. ANTENNA. No radio or television transmission towers or antenna shall be erected on the restricted property and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line on any house. Other television receivers, such as (Satellite dish types), shall be confined to the rear of the lot, not visible from the front yard, mounted on the ground, of a harmonious color and receive approval of installation from The Berkeley Company, its Successors or Assigns.

12. TRAILERS, TRUCKS, SCHOOL BUSES, BOAT TRAILERS. No house trailer or mobile home, or habitable motor vehicles of any kind, school buses, trucks (other than "pick-ups") or other

commercial vehicles, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages, carports or to the rear of the dwelling.

13. PROHIBITION OF NUISANCE. 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.

14. UNSIGHTLY MATERIALS. No trash, rubbish, debris, junk, 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 debris for pick up by governmental or similar 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 weeds, underbrush or other unsightly growth, then The Berkeley Company, or its Successors or Assigns, may enter upon such property five (5) days after posting a notice thereon, requesting the owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the owner's expense. No such entry shall be deemed a trespass. The Berkeley Company's notice shall be sufficient, if it states in substance:

"Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

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 Special Tax District to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots. 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.

15. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

16. WELLS. No individual water supply and/or sewerage disposal system shall be permitted except for irrigation.

17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors or Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be

maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, The Berkeley Company, its Successors or Assigns, reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

18. USE OF SAMPLE HOUSES. A builder, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a sample house or sample houses for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house or houses for display purposes, shall not be construed as a violation of the residential provisions of these restrictions.

19. DOCUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, 110 Parkway Boulevard, Summerville, South Carolina 29483, or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICABILITY. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plan, hereinabove referred to. However, The Berkeley Company's intention is to continue a general

plan of development in the Woodbridge Village Portion of Sangaree. Partial plats are recorded at times due to government and economic factors only and is not intended to reflect an inconsistency from one plat to the next.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any preceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from doing so or recover damages or other dues for such violation.

22. COVENANTS RUN WITH THE LAND. These restrictions and covenants shall run with the land for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them 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%) percent of the number of lots shown on the above referred to Plat has been recorded terminating these covenants or any part thereof. PROVIDED, HOWEVER, that if a governmental authority or municipality having jurisdiction over the area enacts and enforces zoning, building codes and ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.

23. INVALIDATION. Invalidation of any 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.

24. ASSESSMENTS. By accepting title to and part of the consideration for sale of the property above shown on the hereinbefore mentioned Plat, the owner and/or his heirs, successors

or assigns agree to share equal responsibility in maintaining landscaping of common area or areas by way of labor, monetary or other efforts to insure an ongoing well kept neighborhood.

WITNESS the Hand and Seal of the parties heretobefore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this the 9th day of October A.D. 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

FARMINGTON, INCORPORATED d/b/a
The Berkeley Company

Pat Robbins

By: John R. Thomas
as its Assistant Vice President

L. Tallulah Shealy

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

PERSONALLY appeared before me Pat Robbins, who made oath that she/he saw the within parties by the above executing officer in the aforesaid capacity sign, seal, and as his/her act and deed, deliver the within written instrument, and that she/he with L. Tallulah Shealy witnessed the execution thereof.

Pat Robbins

SWORN to before me this 9 th
day of October, A.D. 1987.

L. Tallulah Shealy (SEAL)
Notary for South Carolina
My Commission expires: 6-17-93

11.00

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

RESTRICTIVE COVENANTS
&
EASEMENTS

TO ALL WHOM THESE PRESENTS SHALL CONCERN, Farmington, Incorporated, doing business as The Berkeley Company, its Successors or Assigns, SENDTH GREETINGS:

WHEREAS, The Berkeley Company is the owner of a development known as "WOODBIDGE VILLAGE AT SANGAREE" situated in the County of Berkeley and State of South Carolina, and The Berkeley Company has agreed to establish a general plan of development, with respect to that portion of "WOODBIDGE VILLAGE AT SANGAREE", as shown on a plat thereof by Sirrine Environmental Consultants, Inc., Engineers, C.E. & L.S. dated December 2, 1988, entitled "Plat Showing Lots 1 through 15 and Lots 27 through 33 Woodbridge Village Subdivision Phase I Extension II owned by The Berkeley Company which Plat is of record in the Office of the Clerk for Berkeley County in Plat cap H at Page 281:

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 in consideration of the premises The Berkeley Company for itself and its Successors or Assigns, agrees with all persons, firms or corporations, acquiring any of the property shown on the Plat, hereinabove referred to collectively as "restrictions", relating to the use and occupancy thereof, which said restrictive covenants running with the Title to the lots, as shown on the Plat hereinbefore referred to, and shall inure to the benefit of and be binding upon ther Heirs, Successors or Assigns of the acquiring parties or perons:

RESTRICTIONS

1. DESCRIPTION OF PROPERTY RESTRICTED. The property which is made subject to these restrictions are those numbered lots delineated on a Plat of Woodbridge Village at Sangaree, by Sirrine Environmental Consultants, Inc., Engineers, C.E. & L.S., dated December 2, 1988 and recorded in the Office of the Clerk of Court for Berkeley County, South Carolina in Plat cap H at Page 281.

RECORDED _____
TIME 4:45 pm
DATE 5-8-89
Russ J. Mitchell
CLERK
BERKELEY COUNTY

The lots made subject to these restrictions are as follows: Lots 1 through 15 and Lots 27 through 33 Woodbridge Village Subdivision Phase I Extension II; Only the lots, as described above, are made subject to these Restrictions set forth in this Declaration:

2. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. 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.

3. SETBACK AND BUILDING LINES. No building shall be located on any lots nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify Owner of its determination within thirty (30) days after receipt of Owner's site plan or assigns agree to share equal responsibility in maintaining landscaping of common area or areas by way of labor, monetary or other efforts to insure an ongoing well kept neighborhood.

recommendation, Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed seven (7) feet in height from the minimum building setback line to the rear property line. Fences shall not extend beyond the actual building fronts.

d. Minor Deviations. Setback provisions herein prescribed may be altered by The Berkeley Company whenever, in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

e. Subdivision of Lots. No portion of any lot shall be sold or conveyed except that a vacant lot may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lot as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

f. Corner Lots. The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets.

g. Porches, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structures shall be approved by The Berkeley Company.

h. Exteriors. All residences and outbuildings shall be of brick veneer, wood or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for

the garage or other structures erected on the premises. In the event other materials are favored for the exterior of outbuildings and receive proper approval, they shall blend harmoniously with the main structure.

i. Driveways. At the time of house construction, each builder shall install an asphalt or concrete driveway from the edge of the street pavement to the garage, carport or turning area for a minimum width of ten (10) feet.

4. APPROVAL OF PLANS. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to The Berkeley Company. The Berkeley Company shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

5. AREA REQUIREMENTS. The living areas of the main structure, exclusive of the open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 1,400 square feet.

6. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except that where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity, unless otherwise extended by The Berkeley Company.

7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS AND DELIVERY RECEPTACLES. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.

8. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES. No

structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently, provided this paragraph shall not be construed to prevent the Builders from using sheds or other temporary structures during construction.

9. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to owners premises unless on a leash.

10. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITIES SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written permission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring lots, roads, streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

11. ANTENNA. No radio or television transmission towers or antenna shall be erected on the restricted property and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line on any house. Other television receivers, such as (Satellite dish types), shall be confined to the rear of the lot, not visible from the front yard, mounted on the ground, of a harmonious color and receive approval of installation from The Berkeley Company; its Successors or Assigns.

12. TRAILERS, TRUCKS, SCHOOL BUSES, BOAT TRAILERS. No house trailer or mobile home, or habitable motor vehicles of any kind, school buses, trucks (other than "pick-ups") or other

commercial vehicles, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages, carports or to the rear of the dwelling.

13. PROHIBITION OF NUISANCE. 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.

14. UNSIGHTLY MATERIALS. No trash, rubbish, debris, junk, 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 debris for pick up by governmental or similar 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 weeds, underbrush or other unsightly growth, then The Berkeley Company, or its Successors or Assigns, may enter upon such property five (5) days after posting a notice thereon, requesting the owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the owner's expense. No such entry shall be deemed a trespass. The Berkeley Company's notice shall be sufficient, if it states in substance:

"Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

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 Special Tax District to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots. 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.

15. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

16. WELLS. No individual water supply and/or sewerage disposal system shall be permitted except for irrigation.

17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors or Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be

maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, The Berkeley Company, its Successors or Assigns, reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

18. USE OF SAMPLE HOUSES. A builder, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a sample house or sample houses for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house or houses for display purposes, shall not be construed as a violation of the residential provisions of these restrictions.

19. DOCUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, 1517 Highway 7, Post Office Box 31417 Charleston, SC 29407 or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICABILITY. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plan, hereinabove referred to. However, The Berkeley Company's intention is to continue a general

plan of development in the Woodbridge Village Portion of Sangaree. Partial plats are recorded at times due to government and economic factors only and is not intended to reflect an inconsistency from one plat to the next.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any preceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from doing so or recover damages or other dues for such violation.

22. COVENANTS RUN WITH THE LAND. These restrictions and covenants shall run with the land for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them 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%) percent of the number of lots shown on the above referred to Plat has been recorded terminating these covenants or any part thereof. PROVIDED, HOWEVER, that if a governmental authority or municipality having jurisdiction over the area enacts and enforces zoning, building codes and ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.

23. INVALIDATION. Invalidation of any 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.

24. ASSESSMENTS. By accepting title to and part of the consideration for sale of the property above shown on the hereinbefore mentioned Plat, the owner and/or his heirs, successors

WITNESS the Hand and Seal of the parties heretobefore metnioned, signed by the appropriate entities and the official thereunto duly authorized, this the

8th day of May A.D. 1989.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

FARMINGTON, INCORPORATED d/b/a
The Berkeley Company

Gail H. Lane
Judy B. Risher

By: John S. Seaman
as its Assistant Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

PERSONALLY appeared before me Gail H. Lane, who made oath that she/he saw the within parties by the above executing officer in the aforesaid capacity sign, seal, and as his/her act and deed, deliver the within written instrument, and that she/he with Judy B. Risher witnessed the execution thereof.

Gail H. Lane

SWORN to before me this 8th th.
day of May, A.D. 1989.

Harriet N. Hartnett (SEAL)
Notary for South Carolina

My Commission expires: 8/31/98

6-11-92 See Termination of Restrictive Covenants & Easements Bk 110 Page 339
(As to Platant - 330 returned 3-16-93)

Wise Hole 17.00

VOL C297 PAGE 95

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY) RESTRICTIVE COVENANTS AND EASEMENTS

TO WHOM THESE PRESENTS SHALL CONCERN, Farmington, Incorporated, doing business as The Berkeley Company, its Successors and Assigns, (hereinafter "The Berkeley Company") SENDTH GREETINGS:

WHEREAS, The Berkeley Company is the owner of a portion of the development known as "WOODBRIAGE VILLAGE AT SANGAREE" situated in the County of Berkeley and State of South Carolina, and The Berkeley Company has agreed to establish a general plan of development, with respect to that portion of "WOODBRIAGE VILLAGE AT SANGAREE", as shown on the plats thereof by Sirrine Environmental Consultants, Inc., Engineers, C.E. & L.S. dated January 28, 1991, entitled "PLAT SHOWING LOTS 16 THRU 25 and 34 THRU 38 OF WOODBRIDGE VILLAGE SUBDIVISION PHASE I EXTENSION III OWNED BY THE BERKELEY COMPANY" which plat was recorded in the R.M.C. Office for Berkeley County in Plat Cabinet I, at Page 331 on April 2, 1991 and the plat of the same date entitled "PLAT SHOWING LOTS 1 THRU 34 OF WOODBRIDGE VILLAGE SUBDIVISION PHASE I EXTENSION III OWNED BY THE BERKELEY COMPANY", which plat was recorded in the R.M.C. Office for Berkeley County in Plat Cabinet I, at Page 330 on April 2, 1991, (hereinafter the "Plats").

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 in consideration of the foregoing premises, The Berkeley Company for itself and its Successors and Assigns, agrees with all persons, firms or corporations, acquiring an interest in any of the property shown on the Plats (a "lot" or "lots") to the herein described "Restrictions" or "Restrictive Covenants", relating to the use and occupancy thereof, which said Restrictive Covenants shall run with the title to the lots, as shown on the Plats, and shall inure to the benefit of and be binding upon the heirs, successors or assigns of the acquiring parties or persons:

RECORDED

1

Time 11:45 AM
Date 4-12-91

Cynthia L. Lorte
Berkeley County

RESTRICTIONS

1. **DESCRIPTION OF PROPERTY RESTRICTED.** The Property which is made a subject to these restrictions are those numbered lots delineated on the Plat by Serrine Environmental Consultants, Inc., Engineers, C.E. & L.S., dated January 28, 1991, entitled "PLAT SHOWING LOTS 16 THRU 25 AND 34 THRU 38 OF WOODBRIDGE VILLAGE SUBDIVISION PHASE I, EXTENSION III OWNED BY THE BERKELEY COMPANY" and recorded in the R.M.C. Office for Berkeley County, South Carolina in Plat Cabinet I, at Page 331 on April 2, 1991 and on the Plat by Serrine Environmental Consultants, Inc., Engineers, C.E. & L.S. dated January 28, 1991 entitled "PLAT SHOWING LOTS 1 THRU 34 OF WOODBRIDGE VILLAGE SUBDIVISION PHASE I EXTENSION III OWNED BY THE BERKELEY COMPANY" and recorded in the R.M.C. Office for Berkeley County, South Carolina in Plat Cabinet I, at Page 330 on April 2, 1991. Only the lots, as described above, are made subject to these Restrictions set forth in this Declaration.

2. **RESIDENTIAL USE OF PROPERTY.** All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. 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.

3. **SETBACK AND BUILDING LINES.** No building shall be located on any lot nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

f. Corner Lots. The "Front Line" of any corner lot shall be shorter of the two property lines along the two streets.

g. Porches, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wingwalls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structure shall be approved by The Berkeley Company.

h. Exteriors. All residences and outbuildings shall be of brick veneer, wood or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises. In the event other materials are favored for the exterior of outbuildings and receive proper approval, they shall blend harmoniously with the main structure.

i. Driveways. At the time of house construction, the lot Owner or its builder shall install an asphalt or concrete driveway from the edge of the street pavement to the garage, carport or turning area for a minimum of ten (10) feet.

4. APPROVAL OF PLANS. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to The Berkeley Company. The Berkeley Company shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering the lot Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify the lot Owner of its determination within thirty (30) days after receipt of Owner's site plan, the lot Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed seven (7) feet in height from the minimum building setback line to the rear property line. Fences shall not extend beyond the actual building fronts.

d. Minor Deviations. Setback provisions herein prescribed may be altered by The Berkeley Company whenever, in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

e. Subdivision of Lots. No portion of any lot shall be sold or conveyed except that a vacant lot may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lot as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

5. AREA REQUIREMENTS. The living areas of the main structure, exclusive of the open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 1,400 square feet.
6. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except that where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity, unless otherwise extended by The Berkeley Company.
7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS AND DELIVERY RECEPTACLES. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.
8. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently, provided this paragraph shall not be construed to prevent the builders of a house or other approved structure on a lot from using sheds or other temporary structures during construction.
9. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to the owners' premises unless on a leash.
10. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITIES SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written permission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring lots, roads,

streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

11. ANTENNA. No radio or television transmission towers or antenna shall be erected on a lot and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line on any house. Other television receivers, such as (Satellite dish types), shall be confined to the rear of the lot, not visible from the front yard, mounted on the ground, of a harmonious color and receive prior written approval of installation from the Berkeley Company.

12. TRAILER, TRUCKS, SCHOOL BUSES, BOAT TRAILERS. No house trailer or mobile home, or habitable motor vehicles of any kind, school busses, trucks (other than "pick-ups") or other commercial vehicles, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages, carports or on the rear of the building.

13. PROHIBITION OF NUISANCE. 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 an adjoining lot or 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 a residential lot, storing or selling used vehicles on or from a residential lot, 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.

14. UNSIGHTLY MATERIALS. No trash, rubbish, debris, junk, 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 debris for pick up by governmental or similar 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 weeds, underbrush or other unsightly growth, then The Berkeley Company, or its Successors or Assigns, may enter upon such property five (5) days after posting a notice thereon requesting the lot owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the lot owner's expense. No such entry shall be deemed a trespass. The Berkeley Company's notice shall be sufficient, if it states in substance:

"Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

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 Special Tax District to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots. 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 lot. However, in no event can such sign exceed six (6) square feet in size.

15. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

16. WELLS. No individual water supply and/or sewerage disposal system shall be permitted except for irrigation.

17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors and Assigns

along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the Plat. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, The Berkeley Company, its Successors and Assigns, reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

18. USE OF SAMPLE HOUSES. A builder, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a sample house for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house for display purposes, shall not be construed as a violation of the residential provisions of these restrictions.

19. DOCUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, c/o First Union Mortgage Corporation, Two First Union Plaza, T-18, Charlotte, North Carolina 28288 or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICABILITY. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plat. However, The Berkeley Company's intention is to continue a general plan of development in the Woodbridge Village Portion of Sangaree. Partial plats are recorded at times due to government and economic factors only and is not intended to reflect an inconsistency from one plat to the next.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any preceding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from doing so or recover damages or other compensation for such violation.

22. COVENANTS RUN WITH THE LAND. These restrictions and covenants shall run with the land shown on the Plat for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them from the date of this instrument after which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of fifty-one (51%) percent of the number of lots shown on the 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.

23. INVALIDATION. Invalidation of any 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.

24. ASSESSMENTS. By accepting title to and part of the consideration for sale of any lot shown on the hereinbefore mentioned Plat, the lot owner and/or his heirs, successors or assigns agree to share equal responsibility in maintaining and landscaping of common areas or other areas serving the lot owners by payment of any reasonable assessment imposed by The Berkeley Company, if any, from time to time, to defray the cost of maintaining said areas to ensure a well kept neighborhood.

WITNESS the Hand and Seal of the party heretobefore mentioned, signed by the appropriate official thereunto duly authorized, this the 8th day of April, 1991.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Helen G. Cousins
Glenda T. Polk

FARMINGTON, INCORPORATED,
D/B/A THE BERKELEY COMPANY

BY:

Rick P. White

ITS: Vice President

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Farmington, Incorporated d/b/a The Berkeley Company by Richard P. White its Vice President, sign, seal and as its act and deed, deliver the within written instrument for the purposes therein mentioned and that he/she with the other witness above-named witnessed the execution thereof.

Allen B. Cozart

SWORN TO AND SUBSCRIBED BEFORE ME
this 4th day of April, 1991.

Helinda T. Polk (L.S.)
Notary Public for North Carolina

My Commission Expires: 10/26/95

thereof), is hereby terminated and cancelled of record.

2. Except as modified by the terms of this instrument, the foregoing Restrictive Covenants and Easements shall remain in full force and effect and shall still apply to the other properties specified therein.

WITNESS the Hand and Seal of the party heretofore mentioned, signed by the appropriate official thereunto duly authorized, this the 5th day of June, 1992.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Handwritten signature]
Marion E. Peterson

BY:

FARMINGTON, INCORPORATED
D/B/A THE BERKLEY CO
[Handwritten signature]
ITS: U.S. Trust



STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Farmington, Incorporated d/b/a The Berkeley Company by Richard P. White its Vice President, sign, seal and as its act and deed, deliver the within written instrument for the purposes therein mentioned and that he/she with the other witness above-named witnessed the execution thereof.

Robert P. Dewey

SWORN TO AND SUBSCRIBED BEFORE ME
this 5th day of June, 1992.

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

My Commission Expires: 5/31/94



ORIGINAL FILED IN
MECKLENBURG COUNTY
RECORDED IN BOOK 110
PAGE 341

JUN 11 1 19 PM '92

FILED-RECORDED



*The Berkeley Co.
PO Box 1543
S. W. 294*

300

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

RESTRICTIVE COVENANTS
&
EASEMENTS

TO ALL WHOM THESE PRESENTS SHALL CONCERN, Farmington, Incorporated,
doing business as The Berkeley Company, its Successors or Assigns,
SENDTH GREETINGS:

WHEREAS, The Berkeley Company is the owner of a development
known as "WOODBRIIDGE VILLAGE AT SANGAREE" situated in the County of
Berkeley and State of South Carolina, and the Berkeley Company
has agreed to establish a general plan of development, with respect to
that portion of "WOODBRIIDGE VILLAGE AT SANGAREE" as shown on a plat thereof
by Thomas W. Bailey, C.E. & L.S., dated December 4, 1978, entitled
"PLAT OF A PORTION OF WOODBRIDGE VILLAGE AT SANGAREE" which Plat is of
record in the Office of the Clerk of Court for Berkeley County in Plat
Book File Cabinet at Page ; NOW THEREFORE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the
premises The Berkeley Company for itself and its Successors and Assigns,
agrees with all persons, firms or corporations, acquiring any of the
property shown on the Plat, hereinabove referred to collectively as
"restrictions", relating to the use and occupancy thereof, which said
restrictive covenants running with the Title to the lots, as shown on
the Plat hereinbefore referred to, and shall inure to the benefit of and
be binding upon the Heirs, Successors and Assigns of the acquiring
parties or person:

RESTRICTIONS

1. DESCRIPTION OF PROPERTY RESTRICTED. The property which
is made subject to these restrictions are those numbered lots delineated
on a Plat of Woodbridge Village at Sangaree, by Thomas W. Bailey, Registered
South Carolina Surveyor, dated December 4, 1978 and recorded in the Office
of the Clerk of Court for Berkeley County, South Carolina in Plat Book File
at Page Cabinet.

The lots and blocks made subject to these restrictions are as
follows: Lots 12 through 42, inclusive, Block A; and Lots 1 through 4,
inclusive, Block C. Only the lots, as described above, are made subject
to these Restrictions set forth in this Declaration.

RECEIVED & RECORDED
Hour 4:00 Minute 07
Book C127 Page 32

Dec 11 1978
[Signature]
J. H. KENNEDY
CLERK OF COURT
BERKELEY COUNTY, S. C.

C127
52

2. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. 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.

3. SETBACKS AND BUILDING LINES. No building shall be located on any lots nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify Owner of its determination within thirty (30) days after receipt of Owner's site plan recommendation, Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed seven (7) feet in height from the minimum building setback line to the rear property line. Fences shall not extend

beyond the actual building fronts.

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e. Subdivision of Lots. No portion of any lot shall be sold or conveyed except that a vacant lot may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lot as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

f. Corner Lots. The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets.

g. Porches, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure. The location of such structures shall be approved by The Berkeley Company.

h. Exteriors. All residences and outbuildings shall be of brick veneer, wood or stucco. No other materials may be used on the outside of any residence or outbuilding without the prior approval of The Berkeley Company. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises.

i. Driveways. At the time of house construction, each builder shall install an asphalt or concrete driveway from the edge of the street pavement to the garage, carport or turning area for a minimum width of ten (10) feet.

4. APPROVAL OF PLANS. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of The Berkeley Company as to location, plans and specifications. As a prerequisite to consideration

for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to The Berkeley Company. The Berkeley Company shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

5. AREA REQUIREMENTS. The living areas of the main structure, exclusive of the open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 1,400 square feet.

6. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity, unless otherwise extended by The Berkeley Company.

7. OBSTRUCTIONS TO VIEW AT INTERSECTIONS AND DELIVERY RECEPTABLES. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of the same.

8. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently, provided this paragraph shall not be construed to prevent the Builders from using sheds or other temporary structures during construction.

9. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to owners premises unless on a leash.

10. AESTHETICS, NATURE GROWTH, SCREENING, UNDERGROUND UTILITIES SERVICE. Natural growth and flora shall not be intentionally destroyed or removed, except with The Berkeley Company's prior written permission, without which The Berkeley Company may require lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, woodpiles or storage piles shall be walled in to conceal them from view of neighboring

lots, roads, streets or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid. Plans for all screens, walls and enclosures must be approved by The Berkeley Company prior to construction.

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11. ANTENNA. No radio or television transmission towers or antenna shall be erected on the restricted property and only the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line on any house.

12. TRAILERS, TRUCKS, SCHOOL BUSES, BOAT TRAILERS. No house trailer or mobile home, or habitable motor vehicles of any kind, school busses, trucks (other than "pick-ups") or other commercial vehicles, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages, carports or to the rear of the dwelling.

13. PROHIBITION OF NUISANCE. 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.

14. UNSIGHTLY MATERIALS. No trash, rubbish, debris, junk, 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 debris for pick up by governmental or similar 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 weeds, underbrush or other unsightly growth, then The Berkeley Company, or its Successor, may enter upon such property five (5) days after posting a notice thereon, requesting the owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the owner's expense. No such entry shall be deemed a trespass. The Berkeley Company's notice shall be sufficient, if it states in substance:

"Please remove this unsightly item or growth: (Describe here) within five (5) days or The Berkeley Company shall do so at your expense. You are violating the Restrictions."

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. 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.

15. CHANGING ELEVATIONS. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

16. WELLS. No individual water supply and/or sewerage disposal system shall be permitted except for irrigation.

17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors and Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant,

The Berkeley Company reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of

The Berkeley Company reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

18. USE OF SAMPLE HOUSES. A builder, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a sample house or sample houses for the purpose of exhibiting the same to the public and shall be entitled to invite public inspection of said sample house or houses for display purposes, shall not be construed as a violation of the residential provisions of these restrictions.

19. DOCUMENTS. All papers and instruments required to be filed with or submitted to The Berkeley Company shall be delivered personally or sent by Registered Mail to Farmington, Incorporated, doing business as The Berkeley Company, Post Office Box 1543, Summerville, South Carolina, or to such other address as may be properly recorded in the Clerk's Office, Berkeley County, South Carolina.

20. APPLICABILITY. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by The Berkeley Company in Berkeley County or elsewhere, other than the lots as shown on the Plan, hereinabove referred to.

21. VIOLATION. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having interest therein, to prosecute any preceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from doing so or recover damages or other dues for such violation.

22. COVENANTS RUN WITH THE LAND. These restrictions and covenants shall run with the land for a period of thirty (30) years and shall be binding on all parties and all persons claiming under them.

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52

23. INVALIDATION. Invalidation of any 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.

24. ASSESSMENTS. By accepting title to and part of the consideration for sale of the property above 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, its successors or assigns, such assessments and charges as might be assessed by it including installation, tap and inspection fees, water and sewer user fees, fire protection charges, solid waste disposal charges and drainage, street and greenway maintenance fees.

WITNESS the Hand and Seal of the parties heretofore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 11th day of Dec., A. D. 1978.

Signed, Sealed and Delivered in
the Presence of:

FARMINGTON, INCORPORATED, Doing
Business as The Berkeley Company

Carol H. Manovic
Witness

By: Russell W. [Signature]
As Its Vice President

Yarnelle B. Whaley
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

150
50 Doc
POWER OF ATTORNEY

RECEIVED & RECORDED
Hour 10:23 Minute 44
Book C127 page 155
DEC 12 1978
[Signature]
A. H. KENNEDY
CLERK OF COURT
SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

CORRECTED
RESTRICTIVE COVENANTS
&
EASEMENTS

TO ALL WHOM THESE PRESENTS SHALL CONCERN, Farmington, Incorporated,
doing business as The Berkeley Company, its Successors or Assigns,
SENDTH GREETINGS:

WHEREAS, The Berkeley Company is the owner of a development
known as "WOODBRIIDGE VILLAGE AT SANGAREE" situated in the County of
Berkeley and State of South Carolina, and the Berkeley Company
has agreed to establish a general plan of development, with respect to
that portion of "WOODBRIIDGE VILLAGE AT SANGAREE" as shown on a plat thereof
by Thomas W. Bailey, C.E. & L.S., dated December 4, 1978, entitled
"PLAT OF A PORTION OF WOODBRIDGE VILLAGE AT SANGAREE" which Plat is of
record in the Office of the Clerk of Court for Berkeley County in Plat
Book File Cabinet at Page _____: NOW THEREFORE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the
premises The Berkeley Company for itself and its Successors and Assigns,
agrees with all persons, firms or corporations, acquiring any of the
property shown on the Plat, hereinabove referred to collectively as
"restrictions", relating to the use and occupancy thereof, which said
restrictive covenants running with the Title to the lots, as shown on
the Plat hereinbefore referred to, and shall inure to the benefit of and
be binding upon the Heirs, Successors and Assigns of the acquiring
parties or person:

RESTRICTIONS

1. DESCRIPTION OF PROPERTY RESTRICTED. The property which
is made subject to these restrictions are those numbered lots delineated
on a Plat of Woodbridge Village at Sangaree, by Thomas W. Bailey, Registered
South Carolina Surveyor, dated December 4, 1978 and recorded in the Office
of the Clerk of Court for Berkeley County, South Carolina in Plat Book File Cabinet
at Page _____.

The lots and blocks made subject to these restrictions are as
follows: Lots 12 through 42, inclusive, Block A; and Lots 1 through 4,
inclusive, Block C. Only the lots, as described above, are made subject
to these Restrictions set forth in this Declaration.

RECEIVED & RECORDED
Hour 4:00 Minute PM
Book 2127 Page 71

DEC 10 1978
F. H. Kennedy
F. H. KENNEDY
CLERK OF COURT
BERKELEY COUNTY, S. C.

(2127)
71

2. RESIDENTIAL USE OF PROPERTY. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots. 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.

3. SETBACKS AND BUILDING LINES. No building shall be located on any lots nearer to the front lot line than twenty-five (25) feet, or nearer to a side lot line than seven (7) feet or nearer to any rear lot line than ten (10) feet. On corner lots, the front lot line shall be the shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by The Berkeley Company whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. The following additional provisions, concerning setbacks shall apply:

a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is The Berkeley Company's intent that setbacks shall be staggered where appropriate so as to preserve important trees and assure vistas of open areas. The Berkeley Company reserves the right to select the precise site and location of each house or other structure on each lot and to arrange the same in such manner and for such reasons as The Berkeley Company shall make such determination after considering Owner's recommendations, as shown on Owner's site plan; and provide, further, in the event The Berkeley Company fails to notify Owner of its determination within thirty (30) days after receipt of Owner's site plan recommendation, Owner's site plan shall be binding on The Berkeley Company.

b. Swimming Pools. Swimming pools shall not be nearer than seven (7) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade.

c. Walls and Fences. Fences, boundary walls and hedges shall not exceed seven (7) feet in height from the minimum building setback line to the rear property line. Fences shall not extend

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f. Corner Lots. The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets.

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6. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity, unless otherwise extended by The Berkeley Company.

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8. USE OF OUTBUILDINGS AND SIMILAR STRUCTURES. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence either temporarily or permanently, provided this paragraph shall not be construed to prevent the Builders from using sheds or other temporary structures during construction.

9. LIVESTOCK. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. All household pets shall not be allowed to run free but shall be restricted to owners premises unless on a leash.

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buses, trucks (other than "pick-ups") or other commercial vehicles,
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any lot, except within enclosed garages, carports or to the rear of the
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or servicing vehicles other than those vehicles proven to be in regular
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However, the foregoing shall not be construed to prohibit temporary
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the owner's expense. No such entry shall be deemed a trespass. The
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17. EASEMENTS. An easement on each lot is hereby reserved by The Berkeley Company for itself and its Successors and Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant,

adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of

of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant,

The Berkeley Company reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of The Berkeley Company, provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents.

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a. The lot owner and/or his Heirs, Successors and Assigns, agree to pay The Berkeley Electric Cooperative, Inc., or any successor electric utility company regulated by the South Carolina Public Service Commission, a monthly charge, plus applicable State of South Carolina Sales Tax, for operation and maintenance of street lighting system.

b. The lot owner and/or his Heirs, Successors and Assigns, agree to pay Sangaree Public Service District, its successors or assigns, such assessments and charges as might be assessed by it including installation, tap and inspection fees, water and sewer user fees, fire protection charges, solid waste disposal charges and drainage, street and greenway maintenance fees.

WITNESS the Hand and Seal of the parties heretofore mentioned, signed by the appropriate entities and the official thereunto duly authorized, this 18th day of December, A. D. 1978.

Signed, Sealed and Delivered in
the Presence of:

FARMINGTON, INCORPORATED, Doing
Business as The Berkeley Company

[Signature]
Witness

By: [Signature]
As Its Vice President

[Signature]
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

PERSONALLY appeared before me Kimberly K. Rabon
made oath that ~~X~~/she saw the within named parties by the above
executing officers in the aforesaid capacities sign, seal and as
their act and deed deliver the within written instrument, and that
~~X~~/she with Heide Hess Avery witnessed the
execution thereof.

Kimberly K. Rabon

SWORN to before me this 18th
day of December, A.D. 1978.

Heide Hess Avery
A NOTARY FOR SOUTH CAROLINA
My Commission Expires: 14 Nov. 1988



(0107)