

Amendment see Record Bk. 3143 page 299
for Modification of Restrictions. See Record Bk 8889 p 240 L16

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STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON

Mar 20 10 38 AM '94

DECLARATION OF RESTRICTIONS
LAKESIDE AT WOOD CREEK
SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that Nick J. Leventis and Stacey H. Leventis
LEXINGTON COUNTY
are the owners of the following real property:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Lexington, State of South Carolina, and being more particularly shown on a Plat of Lakeside at Wood Creek Subdivision prepared for Nick J. Leventis and Stacey H. Leventis, by W.K. Dickson and Company, Inc., dated May 17, 1994 and recorded May 18, 1994, on Slide 26, Plat No. 8 in the office of the Register of Mesne Conveyances for Lexington County, and more particularly designated as Lots 1 through 20 and future development.

The said owners (hereinafter referred to as "Declarants") do hereby impose upon said real property the following conditions, restrictions and reservations:

1. No structure shall be erected on any Lot in the subdivision other than one permanent single-family dwelling and detached or attached garage of similar design; and no use shall be made of the property or of any right of privilege appurtenant thereto, other than for private residential purposes of a single family; provided, however, that the Declarants reserve to themselves, as well as the right to assign to builders during construction, the right to use temporarily one or more of such dwellings as an administrative office, information center and real estate sales office; provided further that no structure, planting or other material shall be placed on or permitted to remain which may damage or interfere with the installation or maintenance of utilities and drainage facilities within the areas hereinafter provided. Any temporary construction, administrative, information or real estate sales office shall be promptly removed when it shall cease to be used for such purposes. No temporary structure or apartment shall be erected upon any Lot.
2. No Lot in the subdivision shall be subdivided, or reduced in size without the written consent of the Declarants.

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3. In order to maintain a high-level residential development, to assure that all houses, landscaping and other structures are of appropriate size and are of harmonious design, properly located in relationship to neighboring structures and adapted to the terrain of each Lot, and as determined by Declarants in their sole discretion, the Declarants hereby retain full architectural control. Accordingly, no building, out-building, fence, wall, garage, driveway or structure of any kind, or alterations or additions thereto shall be erected or placed on any Lot until the complete plans and specifications, design and location of such improvement on the Lot, sketch plan showing front and rear elevations, and other information required by Declarants, shall have been submitted to the Declarants, or a committee designated by them, for approval as to conformity of size, type and quality, as to harmony with the topography and existing structures, subject to exceptions which the Declarants (in their sole discretion) may make, no plan will be approved unless it includes an attached or detached two-car garage. Such approval shall not be unreasonably withheld, and shall be given or denied in writing within thirty (30) days of the submission of the required information for consideration. In the event the Declarants shall fail to approve or deny such construction within thirty (30) days of submission of plans, specifications and other required data, and, in any event, if no suit to enjoin construction has been commenced prior to completion of such improvements, approval shall be conclusively deemed to have been granted.

4. Any consequence of alteration to the natural grade of any Lot shall be the responsibility of the purchaser of said Lot. Said purchaser shall also be responsible for the channeling of any surface water in accordance with the approved grading plan for the subdivision on file with the Town of Lexington.

5. No residence containing less than Two Thousand One Hundred (2,100) square feet of finished heated floor space shall be erected.

6. All sewage disposal shall be by central sewer service approved by appropriate governmental utility authorities, or by public utility at such rates as shall be established by governmental authority or approved by the South Carolina Public Service Commission.

7. The placement, design, type and color of any mailbox and its support must be approved by the Declarants.

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8. No fencing shall be placed upon the front of any Lot, and only those fences that shall have been approved by the Declarants may be placed upon a Lot. Fencing shall not be more than five (5) feet in height without Declarants' approval.

9. No building shall be closer than thirty (30) feet to any road upon which it faces, no building shall be closer to the side boundary line than a minimum of ten (10) feet, with the exception of Lots 6, 7, 8, 9, 10, 15, 16, 17, 18, and 19, which shall have no building closer than Twenty (20) Feet to any road upon which it faces.

10. No noxious or offensive activity or other thing shall be had or done upon any Lot in the subdivision, and nothing shall be had or done thereon which constitutes or becomes an annoyance or a nuisance to the neighborhood, or constitutes an unsanitary condition. No hogs, goats, poultry, cows, horses or other such animals shall be allowed or kept on any Lot in the subdivision. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any such Lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section. If any owner of a Lot upon which a dwelling has been erected fails to trim weeds, grass or underbrush (including areas up to roadways and to pond edge as applicable), the same shall be conclusively deemed to be a nuisance prohibited by this Section.

11. No radio or television transmission or reception towers, antennas or discs shall be erected on a Lot, other than customary antenna which shall not extend ten (10) feet above the top roof line ridge of the house, with the exception of the antenna attached to the home currently existing on Lot 13. In no event shall free-standing transmission or receiving towers, discs or dishes be permitted without specific written approval.

12. No tent, tree house, shack trailer, bus, camper or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any Lot or parked on the street or road adjacent thereto; provided, however that a camper, motor home or other recreation vehicle is not visible from the street, or adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these restrictions. All garage doors shall remain closed except for ingress and egress. No clothesline may be erected or maintained on any Lot other than clotheslines located directly behind the residence. All rubbish, garbage and trash shall be kept in closed cans, or other suitable

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containers, which shall be placed and kept in such manner as to be out of sight from the street, or neighbor's house. The Lot, property and premises shall be kept clean at all times.

13. Declarants reserve easements unto themselves, their successors and assigns, and for the use of any public utility or serving municipality, for installation and maintenance of water, sewer, sanitary sewer, drainage, television, transmission and telephone lines or other public utility purposes over the front and rear ten (10) feet of each lot, and ten (10) feet along each side lot line on said lots, in addition to any other easements shown on the plat described above. 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. The Declarants hereby reserve the right to create and impose additional easements or rights-of-way over unsold Lot or Lots for street, drainage and utility installation purposes by the recording of appropriate instruments, and such shall not be construed to invalidate any of these covenants.

14. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period which have been approved by Declarants as to size and design.

15. These restrictions shall run with the land and be binding upon all parties, persons, firms or corporations claiming under them until December 31, 2004. Thereafter, said restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by written instrument signed by a majority of the then record owners of the Lots.

16. If any person shall violate, or attempt to violate, any of these restrictions, any person who shall own real property in the subdivision may enforce these restrictions by proceedings at law or in equity, either to recover damages or to restrain such violation. All costs and expenses incurred by the successful enforcement of any restriction, including a reasonable attorney's fee, shall thereupon become due and payable from the violator.

17. In the event of the unintentional violation of any of the building line restrictions or minimum Lot residence square foot requirements as set forth herein, Declarants reserve the right, by and with the mutual written consent of the owner or owners for the time being of such Lot, to change the building line restriction set forth in this instrument, provided, however, that

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such change shall not be in violation of any provisions of the applicable zoning provisions of the Town of Lexington or the County of Lexington.

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

19. The term "Declarants" as used herein shall mean Nick J. Leventis and Stacey H. Leventis, and shall also refer to the successors and assigns of said Declarants.

**COVENANTS & RESTRICTIONS FOR POND USE ON
LOTS 11, 12, 13, 14, 15, 16, and FUTURE DEVELOPMENT
LAKESIDE AT WOOD CREEK**

WHEREAS, Lots 11, 12, 13, 14, 15, 16, and future development of Lots that will have frontage along the pond as shown on a plat entitled Lakeside at Wood Creek prepared for Nick J. Leventis and Stacey H. Leventis as referenced above that border on and lie under the pond located on the property; and

WHEREAS, the Owners wish to make some provisions for the care and use of the pond;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Owners of each of the above lots covenant and agree as follows:

1. This agreement shall be binding on the Owners, their heirs, successors and assigns.
2. This agreement may be altered, amended or rescinded by agreement of a majority of the Owners of the Tracts represented herein, with the Owners to have one (1) vote for each Lot.
3. All Owners, their families and guests shall have the right to use the entire surface area of water consistent with this agreement. Guests shall be accompanied by an Owner or immediate family member.
4. Each Owner agrees to share equally in the cost of pond and dam maintenance and repairs.

5. There shall be no sale of the ponds or any right therein for commercial use.
6. The Owners agree to abide by and implement the suggestions of the County Extension Office relative to fertilization, stocking and preventative measures.
7. No docks or piers of any kind shall be allowed.
8. In order to prevent the introduction of carp into the ponds, no minnows shall be used for bait.
9. No gasoline powered engines shall be used on the pond.
10. The Owners agree to take such action as shall be required to prevent substantial erosion of sand or soils into the pond.
11. The Owners agree to consult with one another with respect to the care and maintenance of the pond and further agree to conform the division of the land beneath the water line in accordance with the attached plat.
12. The Owners agree to refrain from any act which would result in substantial damage to the pond.
13. The Owners agree that an action for damages may be sufficient to protect the rights and enforce the duties herein, and specifically grant the right to such injunctive relief as may be necessary.
14. This agreement shall be governed by the Laws of the State of South Carolina. The invalidation of any paragraph by any court of competent jurisdiction shall in now way affect the remaining provisions hereof.
15. Every Owner will be solely responsible for the safety and well being of their guest and their families. Any liability for guests shall be borne by the individual Owner who has invited the guest.
16. No children under the age of twelve shall be allowed on the pond surface without a proper life-preserver in the boat or on the child. One life preserver shall be required per child.
17. Each Owner with frontage on the pond may irrigate his Lot by using the water from the pond. The pumphouses on each Lot shall be of similar architectural design as the residences. If at any time the water level is more than one foot below normal, Owners shall refrain from any further consumption of water from the pond until the water level has risen to no more than one foot below normal.

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18. Each owner shall be required to maintain liability insurance in the amount of not less than Three Hundred Thousand (\$300,000.00) Dollars to cover any liability resulting from the use of the pond, and the owners of each said Lot, by their acceptance of title to the property, hereby agree to hold Nick J. Leventis and Stacey H. Leventis, their heirs and assigns, harmless and to indemnify them from and against any costs, losses, expenses, claims, liabilities and/or damages, including attorney's fees, that may be incurred or asserted as a result of the use and existence of the pond.

IN WITNESS WHEREOF the parties have set their hands and seals this 20th day of May, 1994.

WITNESSES:

Marianne J. Cowan

Grace F. Woody

Nick J. Leventis
Nick J. Leventis

Marianne J. Cowan

Grace F. Woody

Stacey H. Leventis
Stacey H. Leventis

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me Marianne Cowan who, on oath, deposes and says that (s)he saw the within-named Nick J. Leventis and Stacey H. Leventis sign, seal and as their act and deed, deliver the within-written Declaration of Restrictions, and that (s)he with Grace F. Woody witnessed the execution thereof.

Marianne Cowan

SWORN to before me this 20th day
of May, 1991.

Grace F. Woody
Notary Public for South Carolina
My Commission Expires: 3-16-2003

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FILED

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) AMENDMENT TO
DECLARATION OF RESTRICTIONS
LAKESIDE AT WOOD CREEK SUBDIVISION

WHEREAS, by this instrument, Nick J. Leventis and Stacey H. Leventis do hereby amend the Restrictions of Lakeside at Wood Creek Subdivision recorded in the Office of the RMC for Lexington County on May 20, 1994, in Book 3018 at Page 54; and

WHEREAS, the plat of Lakeside at Wood Creek Subdivision is recorded in the Office of the RMC for Lexington County on Slide 26, Plat #8; and

WHEREAS, Karl A. Haslinger, as president of Essex Homes Southeast, Inc., is in agreement to amend the Restrictions of Lakeside at Wood Creek Subdivision and is currently the owner of Lots 1, 2, 3 4, 11, 18, 19 and 20; and

WHEREAS, Nick J. Leventis and Stacey H. Leventis are the owners of all remaining lots and future development;

WHEREAS, Nick J. Leventis and Stacey H. Leventis and Karl A. Haslinger, as president of Essex Homes Southeast, Inc. comprise 100% of the ownership of all lots within Lakeside at Wood Creek Subdivision affected by the amendment;

NOW, THEREFORE, the owners do hereby agree to adhere to the Restrictions previously set forth that shall remain in full force and effect and agree to include the following amendment to said Restrictions:

PAGE 5 NUMBER 20. These restrictions may be altered, amended or rescinded by agreement of a majority of the owners of the tracts represented herein, with the owners to have one (1) vote for each lot.

Dated: September 15th, 1994

WITNESS:

Sheryl A. Hagenlocher
Helen Kennedy

Nick J. Leventis
Nick J. Leventis
Stacey H. Leventis
Stacey H. Leventis

Sheryl A. Hagenlocher
Helen Kennedy

ESSEX HOMES SOUTHEAST, INC.
By: *Karl A. Haslinger*
Karl A. Haslinger
Its: President

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FILED

STATE OF SOUTH CAROLINA)
COUNTY OF ~~RECHUNK~~ LEXINGTON

JUN 22 12 20 PM '95
MODIFICATION OF RESTRICTIONS AND WAIVER OF EASEMENT
JOANNE S. TRIBBLE
LEXINGTON

10.
MAY 30 10 12 AM
RECORDED
SHERIFF'S OFFICE

WHEREAS, by instrument recorded in the Office of the RMC for ~~Richland~~ Lexington County in Record Book 3018, at page 54, Nick J. Leventis and Stacey H. Leventis, imposed certain rules, regulations, covenants, conditions and restrictions on a property known as Lot Number 16, as shown upon a plat of Lakeside at Woodcreek Subdivision prepared for Nick J. Leventis and Stacey H. Leventis by W.K. Dickson and Company, dated May 17, 1994, recorded in the Office of the RMC for Lexington County in Plat Book Slide 26, page 8; and

WHEREAS, the said restrictions were amended by instrument dated September 15, 1994, recorded in the Office of the RMC for Lexington County in Record Book 3143, at page 299; and

WHEREAS, the said restrictions state in Paragraph 9 thereof that "...no building shall be closer to the side boundary line than a minimum of ten (10') feet..."; and

WHEREAS, the said restrictions state in Paragraph 13 thereof that "Declarants reserve easements unto themselves, their successors and assigns, for the use of any public utility or serving municipality, for installation and maintenance of water, sewer, sanitary sewer, drainage, television, transmission and telephone lines or other public utility purposes over...ten (10) feet along each side lot line on said lots...Within these easements, no structure, planting or other material shall be placed or permitted..."

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WHEREAS, the said restrictions, as amended state in Paragraph 20 thereof that "These restrictions may be altered, amended or rescinded by agreement of a majority of the owners of the tracts represented herein, with the owners to have one (1) vote for each lot"; and

WHEREAS, Nick J. Leventis, Stacey H. Leventis, Essex Homes Southeast, Inc., and/or Karl A. Haslinger and/or Trina Annette Haslinger are the owners of a majority of the tracts shown on the plat of Lakeside at Woodcreek Subdivision prepared by W.K. Dickson & Co., Inc. dated May 17, 1994, recorded in the Office of the RMC for Lexington County in Slide 26, Plat #8; and

WHEREAS, a plat of Lot 16-Lakeside at Wood Creek Subdivision prepared for Harold D. Hinson and Gloria E. Hinson by W.K. Dickson, dated May 25, 1995, shows a stucco storage building located on said lot to be 8.5 feet from the side boundary of said lot;

NOW, THEREFORE, the undersigned Nick J. Leventis, Stacey H. Leventis, Essex Homes Southeast, Inc., Karl A. Haslinger and Trina Annette Haslinger do hereby amend said restrictive covenants as to the said Lot 16, Lakeside at Wood Creek Subdivision, so that the restrictions, as amended shall read "No building shall be closer to the side boundary line than a minimum of 8.5 feet..." and hereby waives the said easement as to that portion of the property located under the stucco storage shed as shown on the said plat prepared for Harold D. Hinson and Gloria E. Hinson by W.K. Dickson, dated May 25, 1995.

IN WITNESS WHEREOF, Nick J. Leventis, Stacey H. Leventis,

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Essex Homes Southeast, Inc., Karl A. Haslinger and Trina Annette Haslinger have caused these presents to be executed in their name on this 26th day of May, 1995.

WITNESSETH:

Carol M. Lawson
Johnnie Foster
Carol M. Lawson
Johnnie Foster

Nick J. Leventis
Nick J. Leventis
Stacey H. Leventis
Stacey H. Leventis

Johnnie Foster
Carol M. Lawson

ESSEX HOMES SOUTHEAST, INC.

By: [Signature]
Its: President

Johnnie Foster
Carol M. Lawson
Johnnie Foster
Carol M. Lawson

[Signature]
Karl A. Haslinger
[Signature]
Trina Annette Haslinger