

right to use temporarily one or more 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 or permitted to remain which may damage or interfere with the installation or maintenance of utilities and drainage facilities within the areas provided hereinafter. 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 Declarant; provided, however, that no Lot in the subdivision shall be subdivided or reduced in size so as to have a total area less than the smallest Lot shown on the plat of Woodcreek Subdivision, prepared for South Carolina Real Estate Development Co., Inc., dated February 16, 1988, and recorded in the Office of the Register of Mesne Conveyances for Lexington County in Plat Book 224 at page 197, nor shall any Lot so subdivided leave a residual lot with a total area less than the smallest Lot shown on said plat.

3. In order to maintain a high-level residential development, to assure that all houses and other structures are of appropriate size and are of harmonious design properly located

in relationship to those neighboring structures and adapted to the terrain of each Lot, the Declarant hereby retains 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 building plans and specifications, design and location of such improvement of the Lot and sketch plan showing front and rear elevations, shall have been submitted to the Declarant, or a committee designated by it, for approval as to conformity of size, type and quality, as to harmony with the topography and existing structures. 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 Declarant shall fail to approve 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 One Thousand Eight Hundred (1,800) square feet of finished heated floor space shall be erected on any Lot.

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 Declarant.

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

9. No building shall be closer than thirty-five (35) feet to either Stoneridge Drive or Ridgecreek Drive or thirty (30) feet upon any road which it faces, no building shall be closer to the side boundary line than a minimum of ten (10) feet, however, that no side or front setback distance shall be less than the side or front setback lines as shown on the plat of Woodcreek referred to in these restrictions.

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 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 permits weeds, grass or underbrush (including a contiguous tree-lawn area between sidewalk and street, even though within a street right-of-way) to grow to a height of one (1) foot or more or permits trash or garbage to collect visibly on the Lot or contiguous tree-lawn area, 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. In no event shall free-standing transmission or receiving towers or 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 may be parked in an enclosed garage where such recreational 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 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. Water, sewer, sanitary sewer, drainage and public utility easements are reserved over each Lot in the subdivision, as indicated on the plat of Woodcreek referred to 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 Declarant hereby reserves the right to create and impose additional easements or rights-of-way over unsold Lot or Lot(s) 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 Declarant 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, 1998. Thereafter, said restrictions shall be automatically extended for successive periods of ten (10) years unless changed in part or in whole 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, to either recover damages or 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, Declarant reserves the right, by and with the mutual written consent of the owner or owners for the time being of such Lot, to change the building line restriction set forth in the instrument, provided, however, that 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 judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

19. The term "Declarant" as used herein shall mean South Carolina Real Estate Development Company, Inc., and shall also refer to the successors and assigns of such corporation.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 20th day of June, 1988

WITNESSES:

[Signature]

[Signature]

SOUTH CAROLINA REAL ESTATE
DEVELOPMENT COMPANY, INC. (SEAL)

BY:

[Signature]
A. H. Gibbes
Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY appeared before me BRAD S. SAMUEL
who, on oath, deposes and says that s/he saw the within-named
South Carolina Real Estate Development Company, Inc., by A.H.
Gibbes, its Vice President, sign, seal and as said Corporation's
act and deed, deliver the within-written Declaration of
Restrictions, and that s/he with MALLEN K. TARRANT
witnessed the execution thereof.

Brad S. Samuel

SWORN to before me this
20th day of June, 1988

Mallen K. Tarrant (L.S.)
Notary Public for South Carolina
My Commission Expires: 9/29/91

STATE OF SOUTH CAROLINA
 COUNTY OF LEXINGTON

AMENDMENT NO. 1 TO
 DECLARATION OF RESTRICTIONS
 WOODCREEK SUBDIVISION
 PHASE I

1988 DEC 13 AM 9:48

JOANNE B. TRIBBLE

RMC

LEXINGTON COUNTY

WHEREAS, by Declaration of Restrictions dated June 20, 1988, and recorded June 22, 1988, in Record Book 1118 at page 262, the undersigned South Carolina Real Estate Development Company, Inc., did impose certain conditions, restrictions and reservations upon property known as Woodcreek Subdivision, Phase I; and

WHEREAS, an error appears in the description of the real property encumbered by said restrictions, and the said Declarant does desire to correct said description,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declaration of Restrictions described above is hereby amended as follows:

1. The description of real property appearing on page 1 of the Declaration of Restrictions is hereby amended, so that, as amended, said description reads as follows:

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 Woodcreek Subdivision, Phase I, prepared for S. C. Real Estate Development Co., Inc., by Associated Engineers & Surveyors, Inc., dated June 16, 1988, and recorded in Plat Book 224 at page 197 in the Office of the Register of Mesne Conveyances for Lexington County, and being more particularly designated as Block A, Lots 1 through 28; Block B, Lots 1 through 22; Block C, Lots 1 through 7; Block D, Lots 1 through 8.

2. Paragraph 2 of said Declaration of Restrictions is hereby amended so that, as amended said paragraph shall read as

follows:

2. No Lot in the subdivision shall be subdivided or reduced in size without the written consent of the Declarant; provided, however, that no Lot in the subdivision shall be subdivided or reduced in size so as to have a total area less than the smallest Lot shown on the plat of Woodcreek Subdivision, prepared for S. C. Real Estate Development Co., Inc., dated June 16, 1988, and recorded in the Office of the Register of Mesne Conveyances for Lexington County in Plat Book 224 at page 197, nor shall any Lot so subdivided leave a residual lot with a total area less than the smallest Lot shown on said plat.

3. Except as hereinabove provided, said Declaration of Restrictions shall remain of full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 7th day of December, 1988.

WITNESSES:

[Handwritten signature]
Sheri D. Korn

SOUTH CAROLINA REAL ESTATE DEVELOPMENT COMPANY, INC. (SEAL)

BY: *[Handwritten signature]*
A.H. Gibbes
Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY appeared before me Sheri D. Korn who, on oath, says that (s)he saw the within-named South Carolina Real Estate Development Company, Inc., by A. H. Gibbes, its Vice President, sign the within Amendment No. 1 to Declaration of Restrictions, Woodcreek Subdivision, Phase I, and, as its act and deed, deliver the same, and that (s)he with Michael W. Tighe witnessed the execution thereof.

[Handwritten signature]
Sheri D. Korn

SWORN to before me this 7th day of December, 1988.

[Handwritten signature] (L.S.)
Notary Public for South Carolina
My Commission Expires 12/18/90