

BK 4206PG040

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

DECLARATION OF RESTRICTIONS  
WOODCREEK SUBDIVISION  
PHASE 6

KNOW ALL MEN BY THESE PRESENTS, that Leigh J. Leventis and Jim J. Leventis 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 bonded plat of Woodcreek - Phase 6 - prepared for Nick J. Leventis by Rawis Land Surveying Company, LLC, dated March 18, 1997, revised May 19, 1997, to be recorded in the Office of the RMC for Lexington County and more particularly designated as Lots 1 through 56 with reference to said plat being made for a more complete and accurate description.

LEXINGTON COUNTY  
RMC  
DEBRA H. GUNTER  
JUN 16 11 03 AM '97

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The said owners (hereinafter referred to as "Declarant") does 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 or privilege appurtenant thereto, other than for private residential purposes of a single-family; provided, however, that the Declarant reserves to himself, 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 Declarant. Also, the owner(s) of the Lot(s) may not grant or allow any ingress and/or egress through said Lot(s) to adjoining properties without the written consent of the Declarant.

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, property located in relationship to neighboring structures and adapted to the terrain of each Lot, and as determined by Declarant in his sole discretion, 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 plans and specifications, design and location of such improvement on the Lot, sketch plan showing front and rear elevations, and other information required by Declarant, shall have been submitted to the Declarant, or a

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committee designated by him, for approval as to conformity of size, type and quality, as to harmony with the topography and existing structures, subject to exceptions which the Declarant (in his 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 Declarant 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. Prior to any clearing and/or grading of any Lot, a grading plan must be submitted to and approved by the Declarant. Any consequence or 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 trees larger than six (6") inches in diameter shall be removed from any Lot without the written consent of the Declarant.

6. No residence containing less than One Thousand Eight Hundred (1,800) square feet of finished heated floor space in the main living area shall be erected, not including the room over the garage.

7. 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.

8. The placement, design, type and color of all mailboxes and its support will be determined and must be approved by the Declarant.

9. No fencing shall be placed upon the front of any Lot, and only those fences that shall have been approved by the Declarant may be placed upon a Lot. Fencing shall not be more than six (6) feet in height without Declarant's approval.

10. No building shall be closer than twenty (20) 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.

11. 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.

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12. 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, discs or dishes be permitted without specific written approval by the Declarant.

13. No tent, unsightly tree house, snack 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. 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.

14. Declarant reserves easements unto himself, his 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 Declarant hereby reserves 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.

15. 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 the Declarant as to size and design.

16. These restrictions may be altered, amended or rescinded by the Declarant only, at his sole discretion. 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. These restrictions shall run with the land unless changed as stated above and be binding upon all parties, persons, firms or corporations claiming under them until December 31, 2007. 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 the Declarant.

17. 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, and costs and expenses incurred by the successful enforcement of any restriction, including a

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reasonable attorney's fee, shall thereupon become due and payable from the violator.

18. 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 to change the building line restriction set forth in this 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.

19. 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.

20. The term "Declarant" as used herein shall mean Leigh J. Laventis and Jim J. Laventis and shall also refer to the successors and assigns of said Declarant.

ADDITIONAL COVENANTS & RESTRICTIONS FOR POND USE ON  
LOTS  
WOODCREEK - PHASE 5

WHEREAS, Lots 10, 11, 17, and 18 have frontage along the pond as shown on a plat entitled Woodcreek - Phase 5 prepared for Nick J. Laventis as referenced above that border on and lie under the pond located on the property; and

WHEREAS, the Declarant and 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 Declarant and 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 the Declarant only, in his sole discretion.
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 a Owner or immediate family member.
4. Each Owner agrees to share equally in the cost of pond and dam maintenance and repairs with all pond owners of Woodcreek - Phase 5.
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 stocking, fertilization and preventative measures.

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IN WITNESS WHEREOF, the Declarant has set his hand and seal this 9<sup>th</sup> day of June 1997.

WITNESSES:

Mary S. Smith

Jim J. Leventis  
Jim J. Leventis

Susan M. Cole

Mary S. Smith

Leigh J. Leventis  
Leigh J. Leventis

Susan M. Cole

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

PROBATE

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-named Jim J. Leventis, and Leigh J. Leventis sign, seal and deliver the within written instrument; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN TO before me this 9<sup>th</sup> day of June 1997.

Mary S. Smith  
(Witness)

Grace F. Woody  
NOTARY PUBLIC FOR SOUTH CAROLINA