

In Modification of Restrictions, See Record Bk 2006 Page 327 (22-d)

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STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) 2 59 PM '90
DECLARATION OF RESTRICTIONS
Woodcreek SUBDIVISION
PHASE II-A

JOANNE R. WOODRLE
LEXINGTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that South Carolina Real Estate Development Company, Inc., a South Carolina corporation, is the owner 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 Subdivision, Phase II A, prepared for S. C. Real Estate Development Company, Inc., by Associated Engineers and Surveyors, Inc., dated February 20, 1990, last revised February 16, 1990, and recorded March 21, 1990, in Plat Book 237 at page 29, in the Office of the Register of Mesne Conveyances for Lexington County, and being more particularly designated as Block A, Lots 29 through 38; Block C, Lots 8 through 17; Block D, Lots 9 through 23; and Block E, Lots 14 through 20.

The said owner (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 itself, as well as the right to assign to builders during construction, the right to use temporarily one or more of such dwellings as an

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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; provided, however, that no Lot in the subdivision shall be subdivided or reduced in size so as to have a total area of less than the smallest Lot shown on the plat of Woodcreek Subdivision, Phase II-A, previously identified, 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, 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 Declarant in its 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

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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 committee designated by it, 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 its 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. 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 (2,000) square feet of finished heated floor space shall be erected on Lot 15, 16 or 17 in Block E; no residence shall be

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constructed on any other Lot subject to these restrictions containing less than one thousand eight hundred (1,800) square feet of ^{finished} heated floor space.

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 (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, 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 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 any within a 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, 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,

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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. Declarant reserves easements unto itself, its 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.

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, 2000. 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, 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 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.

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 "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 28th day of March, 1990.

WITNESSES:

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

Jack Butler
[Signature]

By: [Signature]
A. H. Gibbes, President

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

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 its President, A. H. Gibbes, sign, seal and as said corporation's act and deed, deliver the within-written Declaration of Restrictions, and that (s)he with Jack Butler witnessed the execution thereof.

SWORN to before me this 28th day of March, 1990.

Karon K. Hadley (L.S.)
Notary Public for South Carolina
My Commission Expires: 11/30/98