

Modification of Restrictions see Record BK. 2738 page 277 2/1

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STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

DECLARATION OF RESTRICTIONS
WOODCREEK SUBDIVISION
PHASE IV-A

24 33 PM '93

Know All Men By These Presents, that South Carolina Real Estate Development Company, Inc., is the owner of the following real property shown on a Final Plat of a Portion of Woodcreek Estates, Phase IV-A, prepared for S. C. Real Estate Development Co., Inc. by Larry W. Smith, SC, PLS of Associated Engineers and Surveyors, Inc. dated July 30, 1993, and recorded in the Office of the RMC for Lexington County in Plat Book 263 page 37 :

- Block J, Lots Eleven (11) through Thirty (30), inclusive.
- Block J, Lots Fifty Eight (58) through Sixty Three (63), inclusive.
- Block K, Lots One (1) through Eight (8), inclusive.

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, the Declarant reserves to itself, as well as the right to assign to builders during construction, the right to use one or more such dwellings as a temporary office, information center and real estate sales office for up to six months, 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 used as administrative, information or real estate sales office shall be promptly removed when it shall come to be used for such purposes. No other 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, Phase IV-A referred to above, 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 neighboring structures and adapted to the terrain of each lot, and as determined by Declarant in its sole discretion,

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the Declarant hereby retains full architectural control. Accordingly, no building, out-building, fence, wall, garage 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 on the Lot and 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 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 submission of plans, specifications, and other required data for consideration. In the event Declarant shall fail to approve or deny such construction within the 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.

For a period of three (3) years from the recordation of this document, no tree will be cut or otherwise removed from the front fifty feet of any lot without the consent of Declarant.

4. 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, wetlands areas and drainage facilities within the areas provided herein or shown on any recorded subdivision plat. Any consequence of alteration to 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 of the subdivision.

5. No residence containing less than One Thousand Four Hundred (1,400) square feet of heated space, in addition to an attached or detached two-car garage, shall be erected on any lot which is subject to these restrictions.

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 which have been approved by declarant may be

placed upon any Lot. Fencing must be constructed of exterior grade wood and will be no more than six (6) feet in height unless otherwise approved by Declarant. No chain link fence will be allowed.

9. No building will be closer than thirty (30) feet to the street or road upon which it faces, no building will be closer to the interior side lot boundary line than a minimum of ten (10) feet, nor closer to any side street line than a minimum of twenty (20) feet; provided, 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 Subdivision, Phase IV-A 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 fails to trim weeds, grass or underbrush (including any within a contiguous tree-lawn area), the same will 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 freestanding transmission or receiving towers or discs or dishes be permitted.

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 or motor home 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. Declarant reserves easements unto itself, its successors and assigns, and for the use of any public utility or serving

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municipality, for installation and maintenance of water, sewer, sanitary sewer, drainage, television, transmission and telephone lines or other public utility purposes over, under and across the rear and front ten (10) feet of each Lot in the subdivision 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 Lots or 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. Declarant may grant written easements to specific utility providers within the easement areas described herein as reserved for utilities, and such easements shall be effective whether recorded before or after the sale of a lot affected thereby.

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 approved by Declarant and used by a builder to advertise the property during construction and sales period. During the initial period of construction on the vacant Lots, no sign shall be placed on any Lot unless the style and design thereof shall have been approved in writing by the Declarant, its successors or assigns.

15. In the event any Purchaser permits any underbrush, weed, etc., to grow upon the property to a height of one (1) foot and on request fails to have the Lot cut within thirty (30) days, agents of Declarant may enter upon said land and remove the same at the expense of the Purchaser; provided, however, that such expense shall not exceed fifty and 00/100 dollars (\$50.00) monthly. Declarant may likewise enter upon said land to remove any trash which has collected on the property without such entrance and removal being deemed a trespass, all at the expense of the owner of said Lot; provided, however, that such expense shall not exceed Fifty and no/100 Dollars (\$50.00) monthly. This provision shall not be construed as an obligation on the part of Declarant to provide garbage or trash removal services.

16. These restrictions shall run with the land and be binding upon all parties, persons, firms or corporations claiming under them until December 31, 2023. Thereafter said restrictions shall automatically be extended for successive periods of ten (10) years unless changed in part or in whole by written instrument signed by a majority of then record owners of the Lots.

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, to either recover damages or restrain such violation. All costs and expenses incurred in the successful enforcement of any restriction, including a reasonable attorney's fee, shall thereupon become due and payable by the losing party.

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, 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 zoning provisions of the Town of Lexington or the County of Lexington.

19. 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.

20. The term "Declarant" as used herein shall mean South Carolina Real Estate Development Company, Inc. and shall also refer to its successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 24th day of August, 1993.

WITNESSES:

[Signature]
[Signature]

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

By: *[Signature]*
Its: Vice President

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

PROBATE

PERSONALLY appeared before me the undersigned witness who, on oath, deposes and says that (s)he saw the within-named South Carolina Real Estate Development Company, Inc., by its duly authorized officer, sign, seal and as said corporation's act and deed, deliver the within-written Declaration of Restrictions, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 24 day of August, 1993.

[Signature]

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: 7/9/2003