

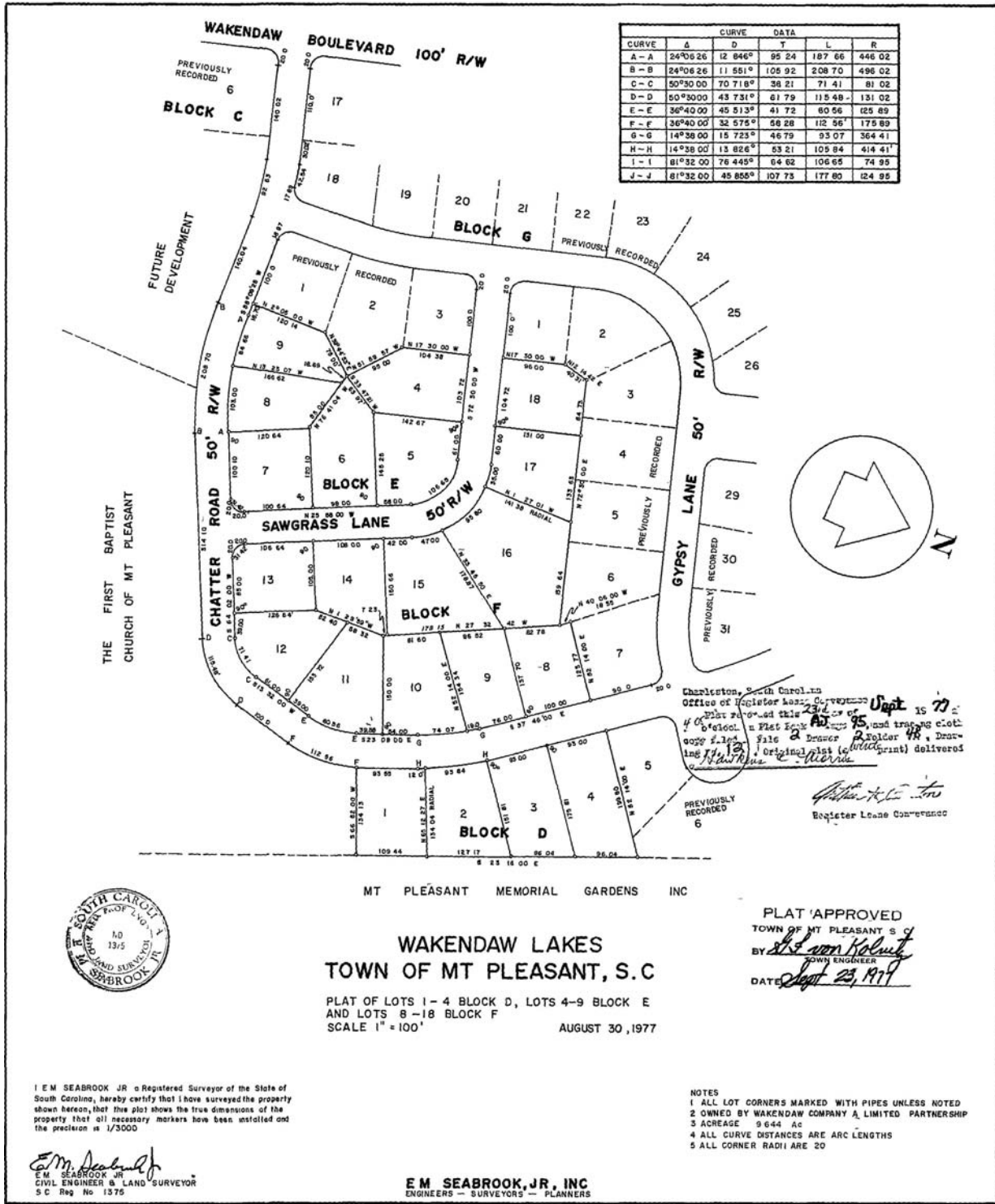


Wakendaw Lakes Restrictive Covenants

Street's Covered

Chatter Road (in part)
Gypsy Lane (in part)
Sawgrass Lane

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that WAKENDAW COMPANY, a South Carolina Limited Partnership, hereby covenants with all persons, including their heirs and assigns, who shall hereafter purchase lots in that portion of the subdivision known as “WAKENDAW LAKES” delineated on a plat made by E.H. Seabrook, Jr., E.L.S. and C.E., dated August 30, 1977, recorded September 23, 1977, in Plat Book AJ, Page 95, R.M.C. Office for Charleston County, South Carolina:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until 7th day of __October, 1987, and thereafter, said covenants shall automatically renew for successive 10-year periods unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part; PROVIDED, that in the case of ownership of more than one lot, said owner of those lots will have one (1) vote for each lot owned.

2. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning real property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent such violation or to recover damages or other dues therefor.

3. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provision, which shall remain in full force and effect.

4. All lots delineated on said plat and referred to herein shall be residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not exceeding two and one-half stories in height, a private garage for not

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more than three cars, and other buildings incidental to residential use. No servants quarters or rental units shall be erected or maintained in, over, or alongside the other building.

5. All buildings shall be located on lots in accordance with the zoning ordinance of the Town of Mt. Pleasant, South Carolina.

6. The lots subject to the within restrictions shall not be divided, nor shall less than the whole of any one lot be sold or conveyed unless subdivided into two portions, which portions shall be owned by or conveyed to the respective owners of the two adjoining lots on each side, so as to become parts thereof.

7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors.

8. No trailer, basement, tent, garage, or other structure erected or placed on any lot shall be used at any time as a residence, temporarily or permanently. No building shall be occupied or made use of any lot unless absolutely completed, nor shall it be occupied as living quarters while the dwelling house is under construction or prior thereto.

9.

a. No hedge over thirty (30") inches high, nor any fence, coping or wall shall be erected;

i. With respect to a corner lot, on any part of the area between the front building line and both streets, or on any part of the lot within twenty (20') feet either street;

ii. With respect to any other lot, between the front building line and the street.

b. No fence, coping or wall shall be erected:

i. In areas described in (A)(i) and (ii) above;

ii. In areas not covered by (A)(i) and (ii) above, the height of any fence shall not be over five (5') feet.

10. The same materials utilized for the exterior and roof of any residence shall also be used for any garage or other structures on the premises.

11. No dwelling shall be permitted on any lot containing less than fifteen hundred (1500) square feet overall living space, exclusive of any room over the garage. The term "overall living space" to be construed in the common usage of measurement from outside wall to outside wall.

12. No livestock or poultry shall be allowed on the lots. No stagnant water, refuse, stale garbage, abandoned automobiles, excessive parking of automobiles, trucks or other equipment, or any other unsanitary condition conducive to the breeding of mosquitoes, flies, or that may be otherwise prejudicial to public health, shall be maintained or permitted.

13. No sign boards shall be displayed except "For Rent" and "For Sale," which signs shall not exceed 2 x 3 feet in size. No more than two signs shall be displayed on one lot at the same time.

14. The subdivider is bound by no representations touching or affecting the property which are not expressly set forth herein, and touching herein contained shall be held to impose any restrictions, condition, limitation or easement upon any land of the subdividers other than the lots laid out and shown on the plat hereinabove referred to.

15. Nothing contained herein shall be construed as granting to a purchaser of any of the lots of said plat any right, title or interest of the subdividers in the remaining portion of any "marsh" for any purpose, including that of being designated as contiguous, adjacent or adjoining property owner, which right is specifically reserved by the subdivider.

16. All lots shall be kept clean, cut and free of debris prior to construction of a residence and/or during the construction of a residence.

17. No person shall spend more than one (1) year in the construction of any house.

18. All papers and instruments required to be filed with or submitted to the subdividers shall be delivered personally or sent by Registered Mail to WAKENDAW COMPANY, A LIMITED PARTNERSHIP, at 141 East Bay Street, Charleston, South Carolina 29401.

19. Each resident will be assessed a proportional monthly charge for street lighting service, as prescribed by the South Carolina Public Service Commission.

20. The subdivider reserves the right to amend these restrictions to orders with any rules or regulations of any Federal or State agency having jurisdiction over the sale of real property.