



# Wakendaw Lakes Restrictive Covenants

## Street's Covered

Detyens Court  
Detyens Road

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**DECLARATION  
OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS  
WAKENDAW EAST**

THIS DECLARATION, made on the date hereinafter set forth by INVESTORS SERVICE CORPORATION, a Virginia Corporation, hereinafter referred to as “Developer.”

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that Investors Service Corporation, a Virginia Corporation (the Developer) covenants with all persons, including their heirs and assigns, who shall hereafter purchase Lots 31 through 72 of the Subdivision known as “WAKENDAW EAST” and delineated on a plat of same made by E.M. Seabrook, Jr., R.L.S., and C.E., dated July 8, 1985, and recorded July 23, 1985 in the R.M.C. Office for Charleston County in Plat Book BF, Page 7.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the first day of August, 1995, and thereafter, said covenants shall be automatically extended for successive period of 10 years. If by vote of a majority of then owners of the lots it is agreed to change said covenants, said covenants may be amended at any time by an instrument signed by a majority of then owners of the lots.

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

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detached single-family dwelling not exceeding two and one-half stories in height, a private garage for not more than three cars, and other buildings incidental to residential use. No servants quarters or rental units shall be erected on any lot in the aforementioned subdivision.

5. No building shall be located on any lot nearer than thirty (30) feet from the front lot line, or nearer than twenty (20) feet to any side street line; all buildings, including garage or carport, shall be located in accordance with the Town of Mt. Pleasant's zoning ordinance as it applies to R-1 requirements. The front lot line for corner lots shall be determined by the Developer. If an owner shall elect to use two or more lots for one residence, the boundary line between the lots so used shall be regarded as non-existing for the purpose of determining the side line setback. The setback provisions herein prescribed may be altered by the Developer whenever in its sole judgment the topography or configuration of any lot would so require.

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. A six (6') foot (except as otherwise designated on the aforementioned subdivision plat) easement is reserved along the rear and side line of each and every lot as shown on said plat for utilities and drainage, water and sewer installation and maintenance.

8. 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.

9. 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.

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

- a. 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;
- b. With respect to any other lot, between the front building line and the street.
- c. Chain link type fences are prohibited, all other fencing must be approved in writing by the Developer.

11. No dwelling shall be erected on the said subdivision having an exterior finish of asbestos shingles, concrete blocks or cinder blocks unless said blocks are stuccoed on the outside or are designed in a manner acceptable to the developer. The same materials utilized for the exterior and roof of the dwelling shall also be used for the garage or other structures erected on the premises.

12. No dwelling shall be permitted on any lot containing less than 1700 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. The square footage provisions herein prescribed may be altered by the Developer whenever in its sole judgment the topography or configuration of any lot would so require.

13. No livestock or poultry shall be allowed on the lots. No stagnant water, refuse, stale garbage, 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.

14. 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.

15. No structure of any kind shall be erected, installed, altered or maintained on any lot until and unless the complete design, plans, specifications and plot plan shall have been approved in

writing by the Developer within thirty (30) days after they have been submitted, otherwise the plans shall be deemed to have been approved.

16. Developer 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 Developer other than the lots laid out and shown on the plat hereinabove referred to.

17. 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 Developer in the remaining portion of the "Dam" or "Lake," for any purpose, including that of being designated as contiguous, adjacent or adjoining property owner, which right is specifically reserved by the Developer, its successors or assigns. No boats, rafts, or canoes, etc., in excess of fourteen (14') feet in length shall be permitted on the area designated as Lake on the aforementioned plat and any and all boats, rafts or canoes, etc. on said Lake cannot be propelled by any means other than oar, paddle, sail, or electric motor.

18. The Developer reserves the right to clean, cut, and/or remove debris from any lot which is not being properly maintained prior to construction of a residence and/or during the construction of a residence. The lot owner will be given three (3) days notice to comply with this covenant; if not complied with the Developer has the right to clean the property at its expense and collect costs from the lot owner. No debris shall be buried on any lot shown on the aforementioned subdivision plat.

19. All papers and instruments required to be filed with or submitted to the Developer shall be delivered personally or sent by Registered Mail to Investors Services Corporation, its Agent, at its office.

20. A monthly fee, as prescribed by the South Carolina Public Service Commission, will be added to the electric bill of each lot owned for street lighting.

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

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