

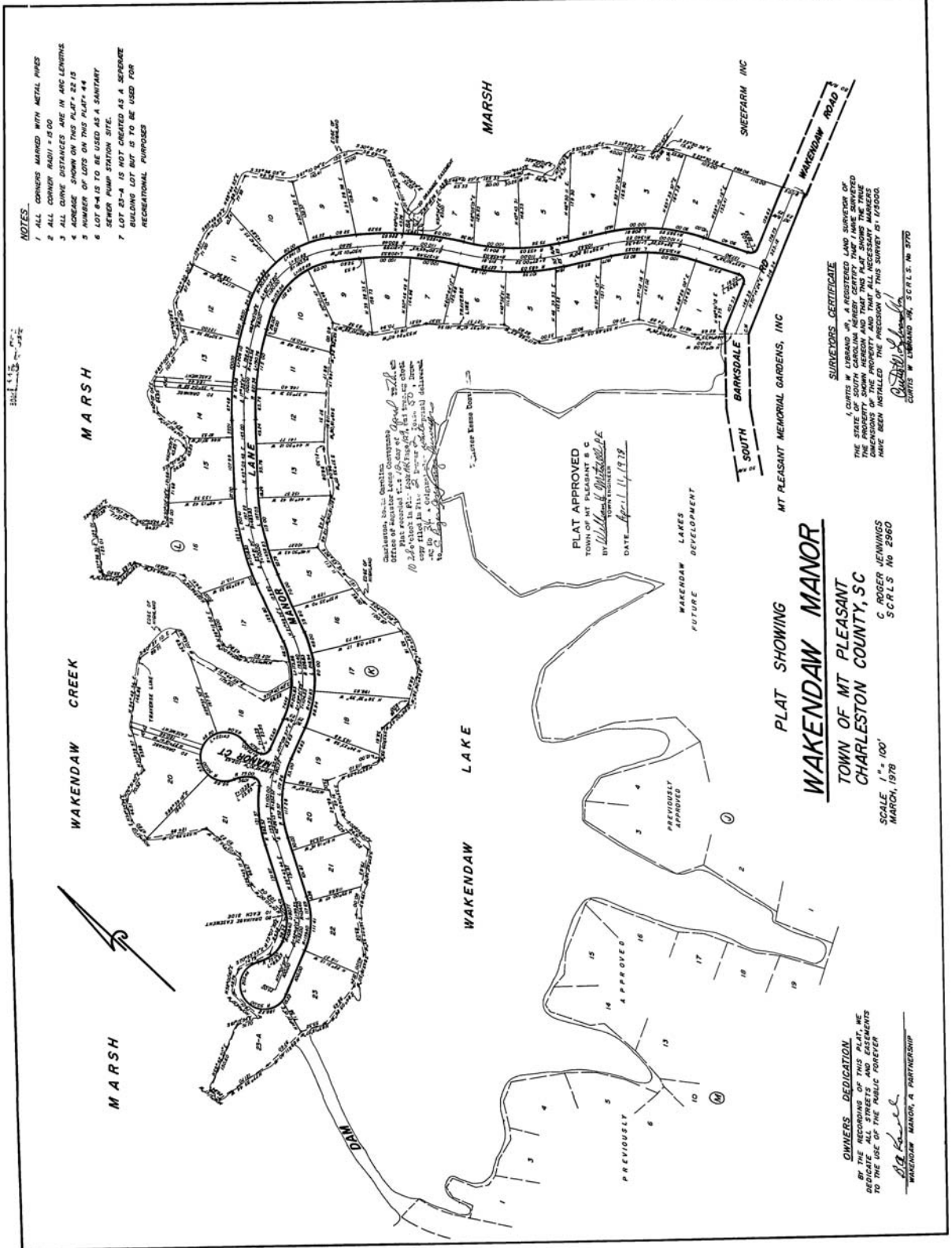


Wakendaw Lakes Restrictive Covenants

Street's Covered

Manor Lane

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STATE OF SOUTH CAROLINA)	WAKENDAW MANOR
)	RESTRICTIVE COVENANTS, EASEMENTS
COUNTY OF CHARLESTON)	AND AFFIRMATIVE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS, that WAKENDAW MANOR PROPERTY OWNERS ASSOCIATION, INC. hereby covenants with all persons, including their heirs and assigns, who shall hereafter purchase homes or lots in the subdivision known as "WAKENDAW MANOR," the same being a single family residential subdivision on Wakendaw Lake and Hobcaw Creek, Mount Pleasant, Charleston County, South Carolina, shown on a plat thereof, prepared by C. Roger Jennings, SCRLS, dated March, 1978, and recorded in the R.M.C. Office for Charleston County, South Carolina in Plat Book AK, Page 109.

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 January, 1998, and, thereafter, said covenants shall automatically renew for successive 10-year periods unless, by vote of a majority of its 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 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

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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 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, with approval of The Architectural Review Board.

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, except for property line adjustments between lots where in the opinion of the Architectural Review Board, it is desirable for conservation of the beauty of the subdivision.

7. No noxious or offensive trade or other 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. This specifically include long term (more than seven days) work and/or repairs to motor vehicles, boats, and other machinery, such as the presence of repair equipment, tools, general debris and refuse.

8. No trailer, motor home, camper trailer, basement, tent, garage, or other structure erected or placed on any lot shall be used at any time as a residence, temporarily (more than 7 days) 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. No structure or any additions to existing structures (such as decks, porches, ponds, stairways, fences) shall be built without Architectural Review Board approval. Any free standing structure (such as satellite dishes, clotheslines, woodsheds) must be approved by the Architectural Review Board. Any free standing structure, wood or metal, must be masked by landscaping to be approved by the Architectural Review Board.

10.

- 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.
 - iii. Architectural Review Board approval must be obtained for fence prior to installation.

11. 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.

12. No dwelling shall be permitted on any lot containing less than two thousand (2000) square feet overall living space, the term “overall living space” to be construed in the common usage of measurement from outside wall to outside wall.

13. No structure of any kind shall be erected, placed or altered on any lot in this subdivision unless the plans, specifications, and/or plot plans for same have been approved in writing as to conformity and harmony of external designs with existing structures in the subdivision, and as to locations of the structure with respect to topography and finished ground elevation by the majority of the Architectural Review Board. The Architectural Review Board shall be an independent, self-perpetuating committee composed of three (3) members; the committee shall be appointed by the Property Owners. In

the event said committee fails to approve or to disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will be deemed to have been granted. In the event that any property owner shall feel aggrieved by the refusal of this Review Board to grant the approval specified hereinbefore, then such property owner shall have the right to appeal to the property owners in this subdivision. By an appropriate written instrument, two-thirds (2/3) of said property owners may overrule the decision of the Architectural Review Board.

14. Lot 23-A, as shown on the subdivision plat, is expressly excepted from the terms and conditions of this instrument, and the use of that lot shall be at the sole discretion of the subdivider, its successors or assigns.

15. Title to all easements shown on the recorded subdivision plat is hereby reserved in Wakendaw Manor, and the said Wakendaw Manor Property Owners Association, the right to grant easements over, under, along and through each and every lot in this subdivision for general utility purposes so long as any easement granted is within fifteen (15') feet of the front or rear lot lines and within six (6') feet of any side lot lines.

16. Title to each and every lot in this subdivision shall be subject to an assessment by Wakendaw Manor Property Owners Association, Inc., a non-profit eleemosynary corporation formed for the purpose of governing the use and maintaining any common grounds which may be acquired by said association. Said association shall be governed by its ByLaws.

The owner or owners of a lot in Wakendaw Manor shall automatically be a member of the Association, and each lot shall be entitled to one vote.

The lot assessment shall be a lien on the property and shall be appurtenance to the property and a covenant running with the title.

Until January 1, 1995, the annual assessment per lot shall not exceed \$30.00 per lot; the exact amount to be set by the Board of Directors of the Association; the said assessment shall not be

increased by the Board of Directors beyond the maximum set herein in any one year more than 10% of the original maximum assessment unless it is agreed to do so by a majority of the total outstanding votes.

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