



Wakendaw Lakes Restrictive Covenants

Street's Covered

Chatter Road (in part)

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that Smithfield Construction Company, Inc., A South Carolina Corporation (“Smithfield”), hereby covenants with all persons, including their heirs and assigns, who shall hereinafter purchase the hereinafter mentioned lots in the subdivision known as “WAKENDAW LAKES,” delineated on a plat made by Charles F. Dawley, Jr., RLS, dated 1983, and recorded in the R.M.C. Office for Charleston County, in Plat Book AY, Page 121.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until June 1, 2004, and thereafter, said covenants shall automatically renew for successive ten (10) year periods unless by vote of majority of the then owners of the lots it is agreed to change said covenants in whole or in part; PROVIDED, these covenants may be amended at any time by an instrument signed by a majority of the 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 detached single-family dwelling not exceeding two 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. No building shall be located on any lot nearer than twenty-five (25') feet or further than forty (40') feet from the front lot line, or nearer than twenty-five (25') feet to any side street line; all buildings, including garage or carport, shall be located at least ten (10') feet from any side lot line and at least five (5') feet from the rear lot line. The front lot line for corner lots shall be determined by the subdividers. 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 subdividers whenever in their 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. Smithfield reserves the right to adjust lot lines to correct construction or engineering errors or when in its sole judgment the topography of any lot requires adjustment in lot lines in order to preserve the beauty and value of the subdivision.

7. A six (6') foot (except as otherwise designed on the 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 other part of the lot within twenty-five (25') feet either street;

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

11. No dwelling shall be erected in 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 subdividers. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises.

12. No dwelling shall be permitted on any lot at a cost of less than Fifty Thousand and 00/100 (\$50,000.00) Dollars based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose to assure that all dwellings will be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of porches, port cocheres, breezeways, or garages shall be not less than one thousand five hundred (1,500) square feet for a one-story dwelling, nor less than one thousand six hundred (1,600) square feet overall living space for a split-level or tri-level dwelling, nor less than eight hundred (800) square feet on the ground floor and not less than one thousand six hundred (1,600) square feet overall living space for a dwelling of two stories or more.

13. All sewage disposal shall be by connection of plumbing with a sewerage line provided by the subdividers. In the event no sewerage line is provided by the subdividers within ninety

(90) days after the construction of a dwelling has begun, sewage disposal may be by septic tank, subject to the approval of the State Board of Health.

14. No livestock or poultry shall be allowed on these lots. No stagnant water, refuse, stale garbage or any other unsanitary condition conducive to breeding of mosquitoes, flies, or that may be otherwise prejudicial to public health, shall be maintained or permitted.

15. No sign boards shall be displayed except for "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.

16. No structure of any kind shall be erected, installed, altered or manipulated on any lot until and unless the complete design, plans, specifications and plot plan shall have been approved in writing by the subdividers within fifteen (15) days after they have been submitted, otherwise the plans shall be deemed to have been approved.

17. The subdividers are bound by no representations touching or affecting the property which are not expressly set forth herein, and nothing 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. The Subdivider hereby acknowledges that the property which is the subject of these Covenants is to be used for residential construction; however, Purchasers are given no warranty whatsoever as to the fitness of the property for that purpose. It shall be the Purchaser's total responsibility to make the necessary tests to determine the fitness of the property for the particular construction envisioned by the Purchasers.

18. The subdividers reserve 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 construction of a residence. The lot owner will be given three (3) days notice to comply with this covenant; if not

complied with the subdividers have the right to clean the property at its expense and collect costs from the lot owner.

19. All papers and instruments required to be filed with or submitted to the subdividers shall be delivered personally or sent by Registered Mail to Smithfield Construction Company, Inc., or its Agent, at its office.