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RESTRICTIVE COVENANTS

1. No structure shall be erected on any lot in the prescribed lots shown other than one (1) permanent single family dwelling and detached or attached garage of similar design, together with accessory buildings and facilities normally incident to single family use; and no use shall be made of the property other than for private residential purposes of a single family. The lots shall not be used for business, commercial, industrial condominium, apartment or other multi-family use and no businesses shall be contained within or operate from a residential building.

2. No residential dwelling house or other structure shall be constructed or erected thereon within sixty feet of the front lot line and further, no structure or building of any type or description shall be constructed or erected within ten feet of any property line.

3. No residential dwelling house shall be constructed or erected thereon containing less than 1500 square feet of heated area, excluding garages, carports, porches, and stoops.

4. All dwellings shall be of conventional construction, and no dwelling unit shall be permitted on the subject property which is constructed off-site and transported to the subject property.

5. No dwelling shall be connected to utility service by overhead wiring. All utility supplies to be connected by underground service.

6. No noxious or offensive activity shall be had, created, or done on any of the prescribed lots, and nothing shall be had, created, or done on any lot which constitutes or becomes any annoyance or nuisance to the neighborhood, or constitutes an unsanitary condition. Nuisance is meant here in the common definition, and is not limited to the legal definition. No hogs, goats, poultry, cows, horses or other such animals shall be allowed or kept on any lot on the prescribed property. Only cats, dogs, or other household pets shall be allowed and these shall be kept under control and supervision of the lot owner at all times. Nothing shall be done or allowed and no condition or situation shall be permitted on any lot which shall constitute, cause or become a nuisance or otherwise detract from the desirability of the prescribed property as a residential section. If any owner of a lot upon which a dwelling has been erected permits weeds, grass or underbrush to grow to a height of more than one (1) foot, (including, but not limited to a contiguous tree-lawn

area between sidewalk, if any, and street, even though same may be within a street right-of-way), or any lot owner permits trash or garbage to collect visibly on the lot or a contiguous tree-lawn area, the same shall be conclusively deemed to be a nuisance prohibited by this section.

7. In no event shall free standing transmission or receiving towers or discs or dishes be permitted in any other event without the specific written consent of declarant.

8. 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 used by a builder to advertise the property during the construction and sales period which have been approved by the declarant as to design and size.

9. Any private swimming pools must be inground pools and must also be approved by declarant as is set forth above and all pools must be enclosed by a fence with a lockable gate. All pools must be kept clean or covered at all times, and failure to do so will be conclusively deemed to be a nuisance. No front yards fenced in.

10. No vehicle or structure of a temporary character (including, but not limited to a trailer, camper, basement, tent, shack, travel trailer, mobile home, modular home, manufactured home, garage, barn, or any other vehicle, building or outbuilding) shall be used on the property at any time as a residence, either temporary or permanently.

11. No inoperative motor vehicles of any type shall be kept on any lot for longer than fifteen (15) days, and no heavy equipment, buses, or heavy machinery shall be kept on any lot for longer than twelve (12) hours; with the exception of residences under construction or alteration, and then all such machinery, equipment or vehicles must be removed immediately upon completion. No junked property, vehicles, equipment or machinery is allowed upon any lot at any time.

12. No cars or other vehicles may be parked on the road shoulders for more than twelve (12) hours, and road shoulders cannot be used as regular place for the parking of automotive or other vehicles. No boat, camper, or other vehicle other than a standard car, truck or motorcycle can be parked in from of any residence on any lot, except temporarily.

13. No shrub or brush which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any

corner lot within the triangular area formed by the streets, property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the event of a rounded corner, from the end of the street property lines extended.

14. These restrictions shall continue effective for a period of ten (10) years from the date hereon; and shall likewise continue effective in successive periods of ten (10) years thereafter unless and until changed within the initial ten (10) year period or in any subsequent ten (10) year period by the mutual consent in writing of the owners of 51 per cent of the lots hereby restricted and some may be enforced by injunction or damage for violation by any owner of any lot affected by these restrictions.

15. Invalidation of any one of these covenants by judgement of court order shall in no way affect any of he other provisions which shall remain in full force and effect.

16. If any person shall violate, or attempt to violate, any of these restrictions, any person who shall own real property in the prescribed property may enforce these restrictions by proceedings at law or in equity to either recover damages, restrain such violation or enjoin future violations, or any combinations thereof, including mandatory injunction relief of condition in violation of these restrictions.

17. The term declarant as herein used shall mean Maxie R. Altman, Jr., His Heirs and Assigns.

18. Legal Description: See attached Schedule A.

WITNESS my Hand and Seal this 19th day of April in the year of our Lord one thousand nine hundred and ninety-five and in the two hundred and eighteenth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in
in the presence of:

S. Mary Ferguson

Hugh L. Hamlin

Maxie R. Altman Jr. (seal)

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

PROBATE

Personally appeared before me the undersigned and made oath that he saw the within named Maxie Foster Altman, Jr., sign, seal and as his act and deed, deliver the within written Restrictive Covenants for the uses and purposes therein mentioned, and that he with Stephanie A. Boost witnessed the execution thereof.

Hugh L. Hahn

Sworn to before me this

19th day of April, 1995.

Stephanie A Boost

Notary Public for South Carolina
My Commission Expires: 3/23/02

SCHEDULE A

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land lying, being and situate on the southwestern side of Cameron Road, in York County, South Carolina, and being shown and described as a 20.00 acre tract on plat of property of Maxie Foster Altman, Jr., drawn by Fred J. Hager, SCPLS, of Hager Surveying & Mapping, dated May 3, 1990, and recorded in the Office of the Clerk of Court for York County, S.C., in Plat Book 105, at Page 81, and being more particulary described according to said plat, as follows: BEGINNING at a new railroad spike set on the center line of Cameron Road at the joint front corner of within described property and property of Helen B. Carpenter (Reference DB 234, PG 481 and Case 786 File 22386) and running thence along the line dividing said tracts, S. 35-18-38 W. 624.00 feet to a new iron set 6 rebar; thence continuing along line of Carpenter property, as follows: N. 54-41-22 W. 200.37 feet to a new iron set 6 rebar in the center of an old road bed and thence continuing along the center line of said old road bed, S. 07-54-26 W. 381.43 feet to a new iron set 6 rebar; thence leaving old road bed and continuing along the dividing line of within described property and property of Carpenter, N. 54-41-22 W. 784.34 feet to a new iron set 6 rebar; thence running N. 19-35-46 E. 1000.00 feet to an old nail found and new railroad spike set on the center line of Cameron Road; thence running along the center line of said road, S. 54-41-22 E. 1080.00 feet to the point of beginning. Said property being a portion of the property acquired by Helen B. Carpenter in Deed from Frances A. Moore, William S. Moore and Helen Moore Scott, dated December 17, 1956, and recorded January 4, 1957, in Deed Book 234, Page 481, and through the Estate of Fred E. Carpenter, found in Case #786, File #22386, in the Office of the Probate Judge for York County, S.C.