

**Woodington II
Articles of
Covenants &
Restrictions**

**Member of
River
Oaks
Homeowners'
Association**

Woodington I & II

21469

VOL 540 PAGE 460

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by College Properties, Inc., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Dorchester, State of South Carolina, which is more particularly described as:

ALL THAT CERTAIN piece, parcel or tract or land lying, being and situate in the County of Dorchester, State of South Carolina being shown and described on a plat entitled "Woodington - Phase I" prepared by Engineering, Surveying & Planning, Inc., Curtis W. Lybrand, Jr., R. P. E. & L. S. dated March 7, 1985, said plat being recorded in the Office of the Clerk of Court for Dorchester County, South Carolina in Plat Book E at Page 212 on June 21, 1985, said plat being specifically incorporated herein by reference thereto.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

A. LAND USE BUILDING TYPE. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling, not to exceed two and one-half (2½) stories in height, and a private garage for not more than two (2) cars and other outbuildings incidental to residential use of the lot. These lots shall be used exclusively for single-family residential dwellings and shall not be used for commercial or business purposes.

B. BUILDING SETBACKS. No building shall be erected on any residential lot nearer to any street line, side lot line or rear lot line than that permitted by existing zoning requirements.

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PAGE ONE

RECORDED
INDEXED
DORCHESTER COUNTY

ATTORNEY
OFFICE
GREENSBORO, N.C.

C. FENCES. No fence or wall shall be erected on any building plot closer to any street line than the building setback lines shown upon the recorded map. Chain link or other metal fencing is not permitted. Perimeter fencing shall not have more than 50% of any of its surface closed as viewed from a point on a line of sight perpendicular to the line formed by the line of the fence. A wall constructed of brick or stone masonry and used in lieu of a fence is exempt from the openness test. Fencing of a more solid or privacy nature may be used around patios, wood decks, or pools as privacy screens.

D. LOT AREA. No residential structure shall be erected or placed on any building plot, which has an area of less than nine (9) thousand square feet. No lot or lots shall be resubdivided in a manner significantly different from the recorded plat as referred to herein.

E. TEMPORARY STRUCTURES AND OFF-STREET PARKING. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. Mobile house trailers, on or off wheels, vehicles, or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers," commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines.

F. NUISANCE. No noxious or offensive trade or activity shall be carried on upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

G. DWELLING SIZE. No residential structure shall be erected or placed on any building plat which has an area of less than thirteen hundred (1,300) square feet.

H. METAL GARAGES, CARPORTS, BUILDINGS AND ACCESSORY STRUCTURES. No metal carport or metal garage shall be erected on any lot or attached to any residence building located on the lot. No metal building or metal accessory structure of any kind shall be placed on any lot except that one (1) metal utility building or noncommercial greenhouse may be located in the rear one quarter ($\frac{1}{4}$) of any lot directly behind the residence.

I. EASEMENTS. Easements for installation, maintenance and repair of utilities and cable television and drainage facilities are reserved as shown on the recorded map and over the rear ten (10) feet and each side five (5) feet of every lot. Within the easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of the utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Declarant reserves the right of create and impose additional easements or rights of way over unsold lot or lots for street, drainage, and utility installation purposes by the recording of appropriate instruments and such shall not be construed to invalidate any of these covenants.

J. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by the builder to advertise the property during the construction and sales period.

K. UNINTENTIONAL VIOLATIONS. In the event of the unintentional violation of any of the building line restrictions or minimum lot residence square foot requirements as set forth herein, Declarant reserves the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restriction set forth in the instrument provided, however, that such change shall not be in violation of any provisions of the zoning provisions of the County of Dorchester.

L. SATELLITE DISHES OR DISCS. No radio or television transmission or reception towers, antennas, or discs shall be erected on a lot other than customary antenna which shall not extend to a point higher than ten (10) feet above top roof line ridge of the house. In no event shall free standing transmission or receiving towers or discs or dishes be permitted.

M. MAINTENANCE OF LOT. Each owner shall keep his lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any lot other than clothesline located directly behind the residence. No lot shall

be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure; provided however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collections by governmental or other similar garbage and trash removal units.

N. SITE LINE OBSTRUCTIONS. No fence, wall, hedge, or shrub planting 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 street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

O. SUBDIVISION ENTRANCES. Declarant, for itself, its successors and assigns, reserves an easement over Block A, Lot 1 and Block B, Lot 1 for the constructing, maintaining and reconstructing subdivision entrance signs and fences and for the purpose of landscaping the area around the signs. The easement is reserved over the property designated on the recorded map as "sign or entrance easement" on said lot(s). The owners of said lot(s) shall maintain the area around the signs not maintained or landscaped pursuant to this easement. Declarant shall have the right to assign this easement to a neighborhood homeowners association or garden club. The reservation of this easement imposes no obligation on Declarant, its successors and assigns, to continue to maintain the landscaping and entrance signs.

P. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant and to either restrain violation or to recover damages.

Q. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

R. TERMS. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

S. BUFFER ZONE. Declarant, for itself, its successors and assigns does hereby establish a fifty (50') foot wide buffer zone running along the rear portion of Block A, Lot 1, Lot 10, Lot 11 and Lot 12 and the rear portion of Block B, Lot 1, Lot 2 and Lot 3 as shown on the aforementioned recorded plat. No construction or other improvements, including, but not limited to, driveways, curb cuts, garages, sheds or other similar structures shall be located or placed within the established buffer zone with the specific exception of the subdivision entrance signs and entrance easements reserved in paragraph O herein. It is the intention of the Declarant in establishing the buffer zone set forth herein to provide for and protect the esthetic quality of the subdivision. The owners of the lots specified herein shall maintain the area within the buffer zone and preserve, to the extent practicable, the natural state of the area. The reservation and establishment of this buffer zone imposes no obligation on Declarant, its successors and assigns to maintain the buffer zone.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in its corporate name and its corporate seal to be hereunto affixed this 24th day of June, 1985.

COLLEGE PROPERTIES, INC.

BY: L. Jerry Chapman
Its: Sr. Vice President

WITNESSES:

[Signature]
Harriet Sheah
[Signature]

STATE OF SOUTH CAR. }
DORCHESTER CO. }
Filed for record 9:05 A.M. this 28th
day of June 1985 and recorded
in book 540 page 464
Maria K. Cow
Clerk of Court

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

This 24th day of June, 1985, personally came before me Harriet Shealy, who, being by me duly sworn, says she saw Colloege Properties, Inc., by its duly authorized officer, sign seal and as its act and deed, execute the within Declaration of Covenants, Conditions and Restrictions and that she with Hubert E. Yarborough, III witnessed the execution thereof.

Harriet Shealy

SWORN to before me this
24th day of June, 1985

Richard L. Moore
Notary Public for South Carolina
My Commission Expires: April 6, 1987

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STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

FIRST AMENDMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

WHEREAS, COLLEGE PROPERTIES, INC., imposed covenants and restrictions on lots in Woodington Subdivision Phase I, by an instrument dated June 24, 1985, and recorded June 23, 1985, in the Office of the Clerk of Court for Dorchester County in Book 540 at Page 460; and,

WHEREAS, COLLEGE PROPERTIES, INC., conveyed all property owned by it to FIRSTMARK DEVELOPMENT CORPORATION by deed dated November 5, 1986, and recorded in the Office of the Clerk of Court for Dorchester County, South Carolina, in Book 574 at page 246, which property included Woodington-Phase I and adjacent property which has been platted as Woodington-Phase II. FIRSTMARK DEVELOPMENT CORPORATION is referred to hereafter as "Declarant" and is the successor in interest to College Properties, Inc., and;

WHEREAS, Declarant is the owner of certain property in the County of Dorchester, State of South Carolina, which is more particularly described as:

ALL that certain piece, parcel or tract of land lying, being and situate in the County of Dorchester, State of South Carolina being shown and described on a plat entitled "Woodington-Phase II" prepared by Curtis W. Lybrand, Jr., C.E. and L.S., dated February 6, 1987, and recorded February 26, 1987, in the Office of the Clerk of Court for Dorchester County in Plat Cabinet F, Slide 149, said plat being specifically incorporated herein by reference.

NOW, KNOW ALL MEN BY THESE PRESENTS, that Declarant hereby amends the aforesaid covenants recorded on June 23, 1985, in the Office of the Clerk of Court for Dorchester County to include the above referenced properties and that these properties shall also be

held, sold and conveyed subject to the easements, restrictions, covenants and conditions as set forth in the Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Clerk of Court for Dorchester County in Book 540 at Page 460.

NOW KNOW ALL MEN BY THESE PRESENTS, that Declarant hereby amends the aforesaid covenants recorded on June 28, 1985, to provide that Paragraph G, thereof, shall read as follows:

"G. Dwelling Size. No residential structure shall be erected or placed on any building plat which has an area of less than thirteen hundred (1,300) square feet in Phase I of subdivision; No residential structure shall be erected or placed on any building plat which has an area of less than Eleven hundred (1,100) square feet in Phase II of subdivision."

NOW, KNOW ALL MEN BY THESE PRESENTS, that Declarant hereby amends the aforesaid covenants recorded on June 28, 1985, to provide that Paragraph C, thereof, shall read as follows:

"C. FENCES. Notwithstanding Covenants B, I, and N, this Paragraph shall govern all fence restrictions within the subdivision. If this paragraph conflicts with any other covenant, then the provisions of this paragraph shall prevail.

No fence shall be greater than six feet in height. Fences are only allowed in the back yard and shall not extend any further forward on the lot than the rear corners of the dwelling; however, they may extend to the back yard (side and rear) property lines, subject to the following:

1. Fences shall not be placed within drainage or utility easements without the permission of all applicable governmental authorities and utility companies. If fences are placed in an easement, Owner shall be required to remove the fence from time to time if necessary to maintain the drainage canals, ditches or utilities placed in the easement. Fences shall be designed such that they do not interfere with the natural or intended flow of surface water.

2. Fences on corner lots shall not be erected within twenty-five (25) feet of either street. No fence on any lot shall be constructed in a location which impairs the sight lines of vehicular traffic

on streets within or adjacent to the subdivision.

3. No metal fences are allowed other than vinyl-covered wire fencing attached to a split-rail fence.

4. Developer's or Declarant's approval of an Owner's fence does not imply that the fence and its location meet county or other governmental specifications. It shall be the Owner's responsibility to obtain all governmental approvals and permits, and neither Developer nor Declarant shall be liable for the Owner's failure to comply with any applicable governmental regulations."

STATE OF SOUTH CAROLINA
DORCHESTER CO.

Filed for record 10:07a 254
day of Aug 1987 and recorded
in book 542 page 369
Mary Jane Cain
Clerk of Court

IN ALL OTHER RESPECTS, the Declaration of Covenants, Conditions and Restrictions dated June 24, 1985, and recorded June 28, 1985, in the Office of the Clerk of Court for Dorchester County, South Carolina, in Book 540 at Page 460 are republished and ratified as amended herein.

IN WITNESS WHEREOF, FIRSTMARK DEVELOPMENT CORPORATION has used its name to be signed hereto by its duly authorized officers, its seal affixed, on this 11 day of July, 1987.

Susan Walker

FIRSTMARK DEVELOPMENT CORP.

Thomson Craft

BY:

AUTHORIZED SIGNATORY

STATE OF SOUTH CAROLINA)
)
COUNTY OF Dorchester)

PERSONALLY appeared the undersigned witness and made oath that s/he saw the within named FIRSTMARK DEVELOPMENT CORP., by Thomson Craft its officer, sign, seal and as its act and deed, deliver the within written amendment to Declaration of Covenants, Conditions and Restrictions and that s/he with the other witness witnessed the execution thereof.

Susan Walker

Notary Public for S. C.
My Commission Expires: 12-31-87