

**Woodington III
Articles of
Covenants &
Restrictions**

**Member of
River
Oaks
Homeowners'
Association**

Woodington III
Thun

EXHIBIT "D"

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by FIRSTMARK DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant."

W I T N E S S E T H :

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 III" prepared by Engineering, Surveying & Planning, Inc., dated _____ said plat being recorded in the Office of the Clerk of Court for Dorchester County, South Carolina, in Plat Book _____ at Page _____ on _____ said plat being specifically incorporated herein by reference thereto.

NOW THEREFORE, Declarant hereby declares the 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.

A [Handwritten mark]

C. FENCES. 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. No fences 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 approval of an Owner's fence does not imply that the fence and it's location meet county or other governmental specifications. It shall be the Owner's responsibility to obtain all governmental approvals and permits and Developer shall not be liable for the Owner's failure to comply with any applicable governmental regulations.

D. LOT AREA. No residential structure shall be erected or placed on any building plot, which has an area of less than seven thousand five hundred (7,500) 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 fourteen hundred (1,400) 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 to 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 those 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 Lot 45, 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 plat as "sign or entrance easement" on said lot. 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 fifteen (15) foot wide buffer zone running along the rear portion of Lots 49,50,51,60,61,62,71, 72, 73, 80 and 81, and sideyard adjacent to Appian Way on Lots 45,85, 55,56,66,67,75,76,77,78,84,91,92 and 93 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 aesthetic 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 _____ day of _____ 1989.

FIRSTMARK DEVELOPMENT CORPORATION

WITNESSES;

BY: _____

Its: _____

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF)

This day of 1989, personally came before me , who, being by me duly sworn, says (s)he saw FIRSTMARK DEVELOPMENT CORPORATION, by its duly authorized officer, sign, seal and as its act and deed, execute the within Declaration of Covenants, Conditions and Restrictions and that (s)he with witnessed the execution thereof.

SWORN to before me this _____ day of _____ 1989.

Notary Public for South Carolina
My Commission Expires: _____