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STATE OF SOUTH CAROLINA        )  
   )  
COUNTY OF LEXINGTON        ) WHITEFORD LAKE SUBDIVISION - PHASE I

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR

KNOW ALL MEN BY THESE PRESENTS that Whiteford Estates Partners Limited Partnership, a North Carolina limited partnership, with its principal office and place of business at 301 McDowell Street, Suite 700, Charlotte, North Carolina, 28204 (hereinafter "Developer"), is the owner of those certain parcels or lots of land located in Lexington County, South Carolina in a subdivision known as Phase I Whiteford Lake Subdivision (the "Subdivision".) The Subdivision is more particularly shown and delineated on a plat or survey dated September 28, 1988, last revised March 27, 1989, prepared by Power Engineering Co., Inc., which plat is entitled "A Bonded Plat of Phase I Whiteford Lake Subdivision", which plat is recorded in the Office of the R.M.C. for Lexington County, South Carolina in Plat Book 230-G, at Page 59. As owner of said Subdivision and in order to protect the said Subdivision as a residential development, the Developer does hereby impose upon said lots of land the following covenants, conditions and restrictions, which are to be appurtenant to and run with the said property, and every part thereof, by whomsoever owed, to wit:

1. These covenants, conditions and restrictions are to run with the land and are to be binding until January 1, 2010, at which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants, conditions and restrictions in whole or in part.

2. Upon the violation of any covenant, condition or restriction or upon the attempted violation of any said covenants, conditions or restrictions, it shall be lawful for any person or persons, firm, corporation or corporations, owning any lot or other property situate in said development or Subdivision to prosecute any proceeding at law or in equity against such violator and either to prevent him or them from so doing or to recover damages or other dues for such violation. In the event it is necessary to enforce these covenants, conditions or restrictions by appropriate legal or equitable proceedings, the part or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including a reasonable attorney's fee, for the attorney representing the party successfully enforcing these covenants, conditions or restrictions.

3. Invalidations of any of the one or more of these covenants, conditions or restrictions by any judgement or court order shall in no way affect any of the other covenants, conditions, restrictions or provisions which shall remain in full force and effect.

4. The within covenants, conditions and restrictions can at any time and from time to time can be altered, amended, modified or repealed in whole or in part upon the written consent of the owner or owners of a majority of the lots, each lot owner to have one vote for each lot owned. In addition, Developer or its assigns further reserves the unrestricted right, at its sole discretion, to modify or terminate these, covenants, conditions or restriction in whole or in part at any time.

5. No lot shall be used except for single family residential purposes. No building shall be erected, altered place or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half (2 ½) stories in height and a private garage or carport for not more than two (2) cars; any such garage or carport, attached or detached shall be subject to paragraph 12 hereof and shall conform to the main building in design and appearance. Each home on a lot which borders a pond or lake shall have a minimum of 1,700 square feet of heated floor space, all other homes (not on a pond or lake) must have a minimum of 1,500 square feet of heated floor space.

6. None of the said lots shall be subdivided, however, this reservation shall not apply to a situation where a resurvey of any lot or lots shall disclose errors of draftsmanship in the Subdivision Plat or where through inadvertent error or mistake in precise and exact location by surveyor and/or a contractor, a permissible structure is erected either upon a lot line or so close to the same that a boundary line re-adjustment is made necessary by such error or mistake, so long as said error is relatively minor leaving the general layout of the Subdivision as result of such change substantially unaffected. No portion of or any less than the whole of any of said lots shall be sold or conveyed except that any lot may be subdivided into two portions which portions shall be owned by the owners of the two adjoining lots on each side thereof so as to become parts thereof. In such a situation, however, only one private single-family dwelling with other permissible buildings may be erected on the whole of the property, thus, combined into one lot.

7. No noxious or offensive trade or activity shall be carried on, or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No livestock or poultry shall be allowed on the lots. No stagnant water, stale garbage or any other unsanitary condition conducive to the breeding of mosquitoes, flies, or that may be otherwise prejudicial to public health, shall be maintained or permitted; dogs, cats, and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

9. No mobile home, shack, garage, barn or any temporary building or outbuilding placed or erected within the Subdivision shall at any time be used as a temporary or permanent residence. No trucks or trailers, excluding pickup trucks, campers, and pleasure boat trailers shall be parked in front of or on any lot. No inoperable motor vehicle shall be placed or permitted to remain on any of said lots. PROVIDED, HOWEVER, nothing herein contained in this paragraph shall prevent the owner of any of said lots from performing minor repairs on his or her personal motor vehicle, provided said minor repairs are completed in a prompt and timely manner.

10. No dwelling shall be erected in the said Subdivision having an exterior finish of asbestos shingles, concrete blocks or cinder blocks unless said exterior shall be stuccoed on the outside.

11. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamity, unless otherwise extended by Developer or its designated representative.

12. The Developer specifically reserves the right until January 1, 2010, to review and approve in writing the plans and specifications and location on the lot of all structures to be erected in said Subdivision. The Developer further reserves the right to appoint an Architectural Control Committee and to assign Developer's rights of approval created herein to said Architectural Control Committee. Failure of the said Developer or any Architectural Control Committee appointed by Developer to act on any such plans and specifications thus submitted for a period of thirty (30) days shall constitute automatic approval of the same for these purposes.

13. No signs of any description shall be displayed on the lots herein described, with the exception of signs, "For Sale" or "For Rent", which signs shall not exceed two (2') feet by three (3') feet in size and not more than two (2) "For Sale" or "For Rent" signs shall be on one lot at the same time. Developer, its agents, employees, successors and assigns, reserve the right to enter upon the premises and remove from the lot any sign in violation of the foregoing.

14. No fences shall be erected on any lot without the prior written approval of the Developer, its successors or assigns, as to type, design and location. No fence shall be approved or permitted which shall project beyond the front corner of the house located on said lot.

15. No used building which has been torn down and/or removed from any other location shall be erected or placed on any lot or lots, but this shall not prevent the erection of a building from materials which may have been salvaged from other buildings.

16. No television antenna, satellite dish/antenna, radio receiver or transmitter or similar device for receipt or transmission of infrared, microwave, television, electromagnetic signals,

etc., may be erected on the exterior portion of any structure or land if coaxial cable, fiber optical cable or other transmission conduit running from an operating master antenna system or control satellite earth station (s) is made available to the property. Should cable television services or a master antenna system be unavailable and good television reception not be otherwise available, a property owner may make a written application to Developer or the Architectural Control Committee appointed by it for permission to install a television antenna or home satellite receiving station subject to any reasonable aesthetic requirements that may be imposed.

17. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot within the Subdivision.

18. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and along five (5') feet of each side and rear lot line and along the front ten (10') feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels on the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements 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.

19. Developer does hereby reserve the right to construct and maintain demonstrator houses and a sales office in said subdivision.

20. Developer does hereby reserve unto itself, its successors or assigns, the right to relocate, open or close streets shown on said plat, and to revise, re-subdivide and change the size, shape, dimensions and look of lots in said Subdivision, and upon such relocation, opening or closing of streets, or revision, re-subdivision, or changing of size, shape, dimensions and location of lots, the covenants, conditions, restrictions and reservations hereby imposed shall be applicable to the resulting lots in lieu of the lots originally shown on said plat prior to such revision, relocation or change; PROVIDED HOWEVER, no lot sold prior to such revision, relocation, or change shall be deprived of that portion of the street or streets on which it bounds, nor of access to such lot from the streets in said Subdivision; PROVIDED HOWEVER, that in said Subdivision, no lot shall have an area less than the smallest lots now shown on said plat.

21. All improvements must be set back at least twenty-five (25') feet from the front property line of each lot and at least ten (10') feet from the side lot line of each lot. The location of any improvements on corner lots must be approved in writing by the Developer.

22. Any reference herein to Developer shall be deemed to Include the Developer's successors or assigns.

IN WITNESS WHEREOF, Whiteford Estates Partners Limited Partnership has hereunto set its Hand at Columbia, South Carolina, this 29th day of March, 1989.

SIGNED, SEALED AND DELIVERED

WHITEFORD ESTATES PARTNERS

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BY: KOREN/THORBY GENERAL  
PARTNERSHIP, its sole General  
Partner and authorized signatory

Andrew B. Throrby  
Its: General Partner

P R O B A T E

SWORN TO BEFORE ME THIS 29th  
day of March, 1989)  
\_\_\_\_\_(L.S.)  
Notary Public for South Carolina)  
My Commission Expires: 05/30/90

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