

BX N 143PG431

DECLARATION OF RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made by Edward G. Harrison, III and James H. Smed, hereinafter sometimes called "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of the real property shown on a plat entitled, "Three Lots, Part I, Block A, Belle Vista Plantation" by H. Exo Hilton, dated July 1984 and recorded January 21, 1985, Plat Book BC, Page 145, in the R.M.C. Office of Charleston County.

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Property and to assure the best use and most appropriate development and improvement of the Property; and

WHEREAS, to this end, Developer desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth (sometimes referred to herein collectively as "covenants and restrictions"), each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in this portion of Belle Vista Plantation to create covenants and restrictions for the overall benefit of the entire development;

NOW THEREFORE, in consideration of said benefits to be derived by Developer and subsequent owners of said Lots, the undersigned does hereby establish, publish and declare that the covenants and restrictions hereinafter set forth, becoming effective immediately and running with the land, to be binding upon all persons claiming under the undersigned.

ARTICLE I

Definitions

1. "Lot" means any numbered plot of land for each Lot on Flounder Lake per recorded plat comprising a single dwelling site designated on any plat of survey recorded in the Office of the Register of Meane Conveyance of Charleston County.

South Carolina, now or hereafter made subject to this Declaration.

2. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot and Flounder Lake as per recorded plat which is a part of the Property, specifically including, but not by way of limitation, contract sellers, and excluding, however, those persons who shall have such interest merely as security for the performance of any obligation.

3. "Person" means an individual, corporation, partnership, trust or any other legal entity.

4. "Developer" means the undersigned, or any successor-in-title to the said Belle Vista Plantation to all or some portion of the property then subjected to this Declaration, provided in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the "developer" hereunder by the grantor.

5. "Declaration" means this Declaration of Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

6. "Belle Vista Plantation" as used herein means only that portion of a certain residential community known as Belle Vista Plantation which is being developed on real property now owned by Developer in Charleston County, South Carolina, together with such additions hereto as may from time to time be designated by Developer.

7. "Mortgage" means chattel mortgage, bill of sale to secure debt, deed to secure debt, deed of trust and any and all other similar instruments given to secure the payment of an indebtedness.

8. "Association" shall mean Belle Vista Homeowners Association.

9. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

Restrictions and Covenants

The following covenants, conditions, restrictions and easements are herewith imposed on the Property:

1. Residential Use of Property. All lots shall be used for residential purposes and no business or business activity shall be carried on upon any Lot at any time; provided, however, that nothing herein shall prevent Developer or any builder of homes in Belle Vista Plantation from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Belle Vista Plantation.
2. Architectural Control Committee. The "Architectural Control Committee" shall mean as follows: "The Developer", until such time as Developer has sold more than seventy-five percent (75%) of the Lots in Belle Vista Plantation. Thereafter, the Developer may assign his rights for Architectural Control review to the Association prior to the sale of seventy-five percent (75%) of the Lots or the Developer shall automatically lose such control at the time as required by a governmental body having jurisdiction over Belle Vista Plantation Subdivision.
3. Review and Approval of Plans and Landscape Plans. No landscaping, building, fence, dock, wall, sidewalk, or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee. In the event the Architectural Control Committee falls to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Architectural Control Committee will not be

required. Neither Developer nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither Developer nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this Section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Developer, or any member of the Architectural Control Committee, to recover for any such damage.

4. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee. A small accessory building, not to exceed one story, may be approved as long as its location complies with the set back requirements of the County of Charleston, does not unreasonably obstruct any views to and from other properties, the exterior design and construction is comparable with that of the main dwelling, and is approved by the Architectural Control Committee.

5. Setbacks and Building Lines.

(a) Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the Architectural Control Committee for its aesthetic value.

(b) Walls and Fences. No fence or wall shall be erected, placed, or altered unless the same be retaining walls or masonry construction which do not in any event rise above the finished grade elevation of the earth embankment so retained.

reinforced or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee under the architectural controls appearing above in Article II, Paragraph 3. The exposed part of retaining walls shall be made of clay brick, stucco, railroad ties, or veneered brick. Fences are not encouraged and will be limited to the rear and side of the main dwelling, shall never enclose the entire rear yard, shall never be on the rear property line of the lake or marsh, and shall be of such design, location and construction with materials as approved by the Architectural Control Committee.

(c) Subdivision of Lots. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee, and in such event, the building line requirements provided therein shall apply to such Lots as re-subdivided or combined.

(d) Terraces, Eaves and Detached Garages. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure, shall not be considered as a part of detached garage or accessory out-building which has been approved, in writing, by the Architectural Control Committee; provided, all such detached structures must be to the rear of the main dwelling and must not encroach upon the property of an adjacent owner.

6. Building Requirements. The living areas of the main structure, exclusive of open porches, porte-cocheres, garages, carports, and breezeways shall not be less than 1,600 square feet. On all Lots a two or two and a half story house shall have a minimum of 900 square feet on the first floor; provided however, the area within an enclosed garage on a two and a half story house shall be considered within the minimum first floor area of 1,400 square feet, but such area shall not reduce the required square footage of the house.

7. Obstruction to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

8. Delivery Receptacles and Property Identification Markers. The Archi-

tectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, as well as property identification markers.

9. Use of Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing to the Architectural Control Committee, shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this paragraph shall not be construed to prevent the Developer and those engaged in construction from using sheds or other temporary structures during construction.

10. Completion of Construction. The Architectural Control Committee shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction and six (6) months on the completion of the exterior.

11. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. Such household pets shall be maintained upon the Owner's Lot and it shall be considered a nuisance if such pet is allowed to go upon another Owner's Lot or to be upon the streets or other Common Areas unless under leash or carried by the Owner.

12. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become any annoyance or nuisance to the owners of other Lots in Belle Vista Plantation.

13. Signs. No advertising signs "for sale" or "for rent" or billboards shall

be erected on any Lot or displayed to the public on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling houses during the development and construction period, which period shall not exceed ten (10) years from the date hereof, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Section shall not apply to anyone who becomes the owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any proceeding in lieu thereof.

14. Aesthetics, Nature Growth, Screening, Underground Utility Service.

Trees which have a diameter in excess of six inches (6") measured two feet (2') above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Clotheslines, garbage cans and equipment shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service lines to residences from the street shall be underground. All fuel tanks must be buried.

15. Antennae. No radio or television transmission or reception towers or antennae shall be erected on the Property without approval by the Architectural Control Committee. In no event shall free standing transmission or receiving towers be permitted.

16. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, campers or other habitable motor vehicles of any kind, school buses, motorcycles, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages, or screened from the street(s) as approved by the Architectural Control Committee.

17. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment for the storage

or disposal of such material shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same will be removed by the Lot owner of such Lot, at the Lot owner's expense, upon written request of the Architectural Control Committee. Garbage cans, trash containers, boxes, bags, and other trash or debris shall not be placed on the street.

18. Changing Elevations. No Lot owners shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

19. Sewage System. Sewage disposal shall be the type approved by appropriate County and/or State agencies.

20. Water System. Water shall be supplied from individual wells until such time as a municipal system is available.

21. Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewerage systems, within this proposed areas, which may be at variance with these restrictions.

22. Model Homes. Developer, as well as any builder of homes in Belle Vista Plantation, shall have the right to construct and maintain model homes on any of the Lots.

23. Easements. Lots subjected to this Declaration shall be subject to those easements, if any, shown as set forth on any recorded plat thereof. Also, easements for installation and maintenance of utilities and drainage facilities are hereby reserved over six feet (6') of each side line of each Lot and over the rear ten feet (10') of each Lot subjected to this Declaration. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. 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.

24. Driveways and Entrance to Garage. All driveways and entrances to garages shall be of a substance approved in writing by the Architectural Control Committee and of a uniform quality. The entrance to the garage shall not face the street unless specifically approved by the Architectural Control Committee. An entrance to the garage facing the street may be granted by the Architectural Control Committee in unusual circumstances if because of lack of lot frontage, topography, or the shape of the lot, the house cannot be designed to have an entrance to the garage other than facing the street. A maximum of three (3) cars shall be parked upon the driveway, driveway permitting. There shall be no overnight parking on the street or on the lawns.

25. Additional Requirements for Lots Fronting Lake and Marsh.

(a) No foliage or vegetation on marsh front shall be removed or altered without permission of the Architectural Control Committee.

(b) A lake owner shall maintain and mow the area between the back lot line and the lake even though such area will be owned by the Association.

(c) Docks on Flounder Lake shall be subject to approval by the South Carolina Coastal Council, if necessary.

(d) No dock, pier, or wharf shall be constructed without the approval of the Architectural Control Committee. In order to obtain such approval, it will be necessary to submit plans specifying the location, color, height, finish and other details of such proposed facility. Developer also reserves the right to require uniformity of design and to submit approved designs for docks, piers, or wharfs. The Architectural Control Committee has the right to disapprove such plans on any grounds including aesthetic consideration. Any approved dock, pier, or wharf must be well maintained by the Owner and, if not maintained as required, enforcement of this requirement may be enforced as provided in paragraph 28 hereof.

(e) The Belle Vista Homeowners Association shall have the authority, subject

to the approval of the Architectural Control Committee, to build bridges, and walkways around the lake or on common property.

(f) No water vehicles in excess of sixteen (16) feet shall be permitted on the lake and no water vehicle shall be propelled by means other than oar, paddle, sail or electric motor without approval of Belle Vista Homeowners Association.

(g) No wake movement shall be allowed on the lake at anytime.

(h) No waste, garbage, or waste water are to be discharged, dumped or otherwise placed in the lake from any boat utilizing the lake from any lot, dock or pier.

(i) Fishing will be allowed in accordance with the rules to be established by the Belle Vista Homeowners Association. No waterskiing or similar activity shall be permitted.

(j) The Homeowners Association shall have the authority to establish fines and regulations governing the lake and all other common areas.

26. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of thirty (30) years from the date this Declaration is filed for record in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restriction in whole or in part.

27. Amendment. This Declaration may be amended at any time and from time to time by an agreement signed by a least seventy-five percent (75%) of the Lot owners during the initial 30-year period of this Declaration, or thereafter by vote of at least seventy percent (70%) of the Lot owners, provided, each Lot owner shall have one vote for each Lot owned. No amendment to the provisions of this

Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Register of Meane Conveyances of Charleston County, South Carolina. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section. Further, Developer shall have the authority to amend these restrictions at any time to comply with the requirements of any governmental body.

28. Enforcement. Each Lot owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Developer, the Architectural Control Committee or any aggrieved Lot owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

29. This instrument shall be applicable to Belle Vista Plantation as shown on plat by H. Exo Hilton, R.L.S., dated November, 1983, and recorded April 9, 1984 in the R.M.C. Office for Charleston County in Plat Book AZ, Page 157.

30. The Declarations shall not apply to any land, lot or lake owned by the Association.

IN WITNESS WHEREOF, the Developer, Edward G. Harrison, III and James H. Smeds, has caused these presents to be executed on the day and year first above written.

WITNESSES:

Ami B. Sessio

Edward G. Harrison, III
EDWARD G. HARRISON, III

Isidoro M. David

James H. Smeds
JAMES H. SMEDS

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

PERSONALLY APPEARED before me the Undersigned Witness and made oath that s/he saw the within-named Edward G. Harrison, III and James H. Smeds sign, seal and deliver the within-written Declaration of Restrictions and Easements, and that s/he with the other witness above subscribed, witnessed the execution thereof.

Ami B. Sessio

SWORN TO BEFORE ME THIS
25 day of February, 1985.

Isidoro M. David
Notary Public for South Carolina

My Commission Expires: 4/16/93

LEONARD KRAWCHECK
ATTORNEY AT LAW

BK N 143PG443

13.00

LEONARD KRAWCHECK
ATTORNEY AT LAW

FILED, INDEXED & RECORDED
7143-431
1999 FEB 26 AM 12:41

REGISTER OF DEEDS
REGISTER OF DEEDS CONVEYANCE
CHARLESTON COUNTY, S.C.

W1053
W