

150 RECORDED
1-2-92
BOOK 353 PAGE 1918
GEORGE E. TERRY
S.C.C.P. FLORENCE COUNTY
) PROTECTIVE COVENANTS OF
) WESTBROOK, PHASE II

STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE

WHEREAS, West Florence Investment Group, a General Partnership, is the owner of those certain forty eight (48) lots situate in Florence County, South Carolina, which are shown on a map by Nesbitt Surveying Company dated the 5th day of December, 1991 a copy of which is recorded in the office of the Clerk of Court for Florence County in Plat Book 43 at page 5, which lots constitute a portion of that tract of 511.33 acres conveyed to West Florence Investment Group by deed of Ruth M. Thomason, et al recorded in the office of the Clerk of Court for Florence County in Book A 330 at page 356, et.seq., and

WHEREAS, West Florence Investment Group wishes to restrict the aforesaid forty eight (48) lots of Westbrook, Phase IIA and IID for the benefit and protection of the present and future owners of said lots, the same to be binding upon West Florence Investment Group (a General Partnership) of Florence, South Carolina, and all other persons purchasing or acquiring property in the said development, their heirs, executors, administrators, successors and assigns;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that West Florence Investment Group (a General Partnership) of Florence, South Carolina, does hereby, for and in consideration of the benefit to be hereafter obtained as and when lots are sold by it, does hereby covenant and agree for itself, its successors and assigns, the following protective restrictions and covenants, which shall apply and govern the use and occupance of all lots of land in

Phases IIA and IIB shown on the aforesaid plat, and each of which, when sold, shall be subject to and be binding upon all persons owning or purchasing said property, their heirs, successors and assigns:

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty one (21) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of twenty (20) years each, unless an instrument signed by a majority of the then owners of lots conveyed subject to these Protective Covenants has been recorded, agreeing to change said covenants in whole or in part.

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

3. The layout of the lots as shown on said plat shall be adhered to and no scheme of facing lots in any other direction than that shown on said plat shall be permitted, unless specifically approved in writing by the Architectural Review Board.

4. Except as provided herein no lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a single family dwelling, not to exceed two and one half (2 1/2) stories in height. The ground floor of all two (2) story houses must contain a minimum of one thousand two hundred (1200) square feet heated floor area.

5. A roof pitch of 8' to 12' is recommended for single story houses and a pitch of 10' to 12' is recommended for two (2) story houses; however, house plans will be judged by the Architectural Review Board on an individual basis.

6. Phase IIA shall consist of Lots numbered 203, 204, 205, 206, 207, 208, 209, 210, and 211 as shown on the map of Westbrook Phase II of December 5, 1991. Phase IIB shall consist of Lots numbered 201, 202 and numbers 212 through 248 on the map of Westbrook Phase II of December 5, 1991.

7. Except as provided herein no residence shall be erected on any lot in Phase IIA which has less than three thousand (3000) square feet heated floor area. In Phase IIB the minimum heated floor area square footage shall be two thousand four hundred (2400) square feet. In computing floor space under this section, open porches and garages, carports, and outside storage shall not be included. Two copies of all plans must be submitted to WEST FLORENCE INVESTMENT GROUP or its appointed agent for approval. Approval must be in writing before construction commences. No detached garage shall be erected on said property without written

permission from WEST FLORENCE INVESTMENT GROUP. No log cabin, dome home, barn style or other unusual type homes will be permitted.

8. No building shall be located on any lot nearer to the front line than the minimum building set-back as shown on the map of Phase II for each lot or nearer to any side line than fifteen (15) feet. Corner lot sideline restrictions and irregular shape lots building line will be shown on said plat. The said property shall not be further subdivided without the consent of WEST FLORENCE INVESTMENT GROUP. WEST FLORENCE INVESTMENT GROUP reserves the right in case of hardship to waive restrictions as to building lines and as to the facing of residences. No fences or out buildings shall be built within twenty (20) feet of lot line bordering golf course.

9. The clearing of any lot, including trees to be removed, must be approved by WEST FLORENCE INVESTMENT GROUP. All on site burning, if any, must be approved by WEST FLORENCE INVESTMENT GROUP in writing.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No horses, mules, ponies, donkeys, cows, swine or wild animals shall be permitted to be housed or penned on any lot. Dogs, cats, or rowl shall not be permitted in numbers or kept in a manner as to create a nuisance. Household pets (not to exceed three in number) may be kept but may not be allowed to run free and shall be confined to the owner's lot. No pets or other animals may be kept for commercial breeding purposes.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently. No utility trailer, camper or motorhome shall be situated on any lot in any such way as to be visible from the front of said lot.

12. No fence of any kind shall be built on or around any of the said lots without the written approval of the WEST FLORENCE INVESTMENT GROUP being first obtained, both as to height and design and as to the material with which said fence is to be constructed, said written approval to be by instrument duly executed and acknowledged by said WEST FLORENCE INVESTMENT GROUP. Such approval shall be for fences in backyards only. No fences will be permitted in the front yard. All fences facing front streets or side streets may be of wrought iron, brick or wood, but must be painted or stained unless brick. No chain link fences will be permitted. Any such fence shall fit in with the overall aesthetics of Westbrook or will not be permitted by WEST FLORENCE INVESTMENT GROUP. WEST FLORENCE INVESTMENT GROUP reserves the right to disallow building of any fence it considers inappropriate to the aesthetics of Westbrook.

13. None of the numbered lots shown on said plat shall be used for manufacturing, business, or commercial purposes of any kind or character whatsoever, including but not limited to a beauty parlor, etc., nor shall any sign or advertising sign, other than a reasonably sized sign advertising the property for sale or rent, be erected on said lots.

14. If a residence is not built within one (1) year on a lot from the date of purchase, the owner must begin maintenance of the lot. It shall be kept clean and neat in keeping with the other residential lots. If not, West Florence Investment Group will maintain and bill the owner reasonable expenses of maintenance.

15. Invalidity 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.

16. WEST FLORENCE INVESTMENT GROUP retains an easement five (5) feet to ten (10) feet in width along the side and rear lot line of each lot for the maintenance, construction and repair of a drainage system.

17. All mailboxes and paper boxes must be built to plans provided by WEST FLORENCE INVESTMENT GROUP.

18. Each lot owner shall be responsible for his or its pro-rata share or portion of the street light utility bill.

19. All homes must be constructed on the site and no preconstructed home or modular home will be permitted.

20. All driveways will be of concrete or brick construction.

21. All Phase II residential lots will be served by septic tank. Prior to locating any structures on a lot owners shall obtain septic tank location approval.

22. WEST FLORENCE INVESTMENT GROUP reserves the right to subject the real property in this subdivision to a contract with Pee Dee Electric Cooperative or other utility company for installation of underground electric cables and/or the installment of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Pee Dee Electric Cooperative by the owner of each building.

23. Each lot owner shall be responsible for the damage to curbs, utility connections, underground facilities or streets caused by the lot owner, his or its agents, servants, employees, contractors, subcontractors or material suppliers.

24. While a home is under construction each lot owner will be responsible for keeping construction debris and materials from becoming scattered.

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25. No clotheslines or unsightly gardens shall be permitted.

26. No antennas, or satellite dishes shall be erected in a front yard or side yard which faces a street. Placement of any satellite dish must be approved by WEST FLORENCE INVESTMENT GROUP.

27. Swimming pools and other recreational facilities, including any type of outbuildings used in connection with such facilities, must be approved in writing by the WEST FLORENCE INVESTMENT GROUP.

28. Each lot owner shall pay to the Westbrook Homeowners Association the sum of Fifty and No/100 (\$50.00) Dollars per year for the maintenance of the entrance of Westbrook.

29. No abandoned automobiles or "junk" type items shall be allowed upon any lot.

30. Trash, garbage, or other waste shall be kept only in sanitary containers. No owners shall permit or cause any trash or refuse to be kept on any portion of a lot, greenway, easement or other common area other than in the receptacles customarily used therefor which, except on the scheduled day for trash pickup, shall be located only in a garage or patio. At all other times such container shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction for a period not to exceed 180 days (commencing from day one of the first delivery of any such materials) for any approved structure, unless materials are screened from view in a manner approved by Architectural Review Board. During the course of construction it shall be the responsibility of each owner to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks, and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any lot.

ARCHITECTURAL PHILOSOPHY

Westbrook has been conceived as a neighborhood having a traditional Southern ambiance. It is the intention of the developers to provide a living environment which has a permanent and time-less appeal. As the neighborhood progresses, new designs will be expected to blend with those that are pre-existing.

Design

It is the desire of the developer that the street scape of Westbrook be pleasing and harmonious. Although most lots are view oriented and it has become popular to refer to the view side of the residence as the front, particular care should be taken with the

street side facade. It is the side to which the neighbors are constantly exposed, and its facade should be well composed and inviting.

Garages

Garages, front or side loaded, projecting towards the street from the main facade of the residences are not permitted. However, if the topography of the lot makes it unfeasible to face the garage in any direction other than the street, WEST FLORENCE INVESTMENT GROUP may allow such garage facing, such approval shall be in writing from WEST FLORENCE INVESTMENT GROUP. Garages may be contained within the main body of the house and be entered from the side or the rear. Detached garages or other out buildings are permitted provided they are within the setback requirements and are construed in a manner similar to and compatible with the main residence. Automatic door closers are required on all garage doors. Open carports are not allowed. All detached garages must be approved in writing prior to construction.

Materials

All exterior materials must be of a high quality and approved by the Architectural Review Board.

Roofs must be architectural grade shingles or slate. Other materials could be considered by the review board.

Windows should be wood single or double hung or casements and can be clad with vinyl if desired. All windows should have grids unless they are not appropriate to the particular style. Other type windows could be considered if they are appropriate to the specific design.

Color

No color or stain is specifically prohibited but will be judged by the appropriateness in the neighborhood and the surrounding structures. West Florence Investment Group reserves the right to prohibit any color or stain it finds inappropriate.

Landscaping

Minimum landscaping to include foundation planting shall be installed within ninety (90) days of occupying the residence. Yards must be well maintained. General landscape plans should be submitted to Architectural Review Board before completion of construction.

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Informal Review

The purposes of the review process is to insure compliance with the architectural philosophy and design concept as outlined earlier. This does limit to some degree the choice of architectural design. For this reason it is recommended that the prospective builder set up a meeting with a designated representative of the review board for an informal discussion of proposed plans. This step is designed to help the prospective builder insure that the plans will meet both their requirements and those of the review board.

Requirements for Formal Architectural Review and Approval

1. Site plan at scale.
The site plan should show the proposed residence and the set back requirements and dimensions as well as all walks, driveways, storage buildings, etc.
2. Floor plans - showing square footage on each floor.
3. Elevation - all exterior views.
4. Material and color samples.
5. General
Two full sets of plans should be submitted to the review board for approval, one set will be kept for the duration of construction and the other will be returned with comments by the review board. The property owner will receive written notification within two (2) weeks of submitting plans. Periodic inspections will be made during construction to insure that the exterior of the building is constructed according to plan. Exterior changes during construction must be given approval by the review board. Approval is good for one (1) year from the date of the approval letter. WEST FLORENCE INVESTMENT GROUP will supply builder with specific guidelines for construction.

Construction

1. Construction will be permitted by licensed contractors who are on the approved builders list of the review board.
2. Construction must be completed one (1) year from the date of start-up unless otherwise approved by the review board.
3. Working hours are from 7 a.m. to 7 p.m. Monday through Saturday.
4. Building sites must be kept in a neat and orderly manner. No on-site burning is permitted.

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5. An on-site portalet is required.
6. One sign 18" by 24" denoting the general contractor and one sign 18" by 24" denoting the realtor if applicable are permitted to be displayed on the individual construction sites.
7. \$250.00 deposit for clean-up, to be refunded after final inspection by the review board.
8. It is the responsibility of the general contractor to insure that workers stay within their area of work. Loud radios or tape machines are prohibited.

Disclaimer

The restrictions and requirements as written herein are, in nature, mostly concerned with activities, the exterior and site, and are for the purpose of controlling the appearances of the subdivision. Approval by the review board, though it may or may not have an architect as one of its members, does not in any way insure that the plans meet the appropriate building codes, comply with acceptable building standards, or in fact make for a well designed and functional building. Approval merely means that the review board finds the exterior of the building and the proposed site plan in harmony with the developer's concept of the subdivision.

IN WITNESS WHEREOF, West Florence Investment Group (a General Partnership) of Florence, South Carolina, has caused these restrictions to be executed in their name this 10th day of December, 1991. These restrictions shall be binding on their heirs and assigns.

WEST FLORENCE INVESTMENT GROUP
a Partnership

Harlene M. Stodges
Lalene Stodges

By: Wayne Evans
Wayne Evans

James O. Huggins
James O. Huggins

Mickey M. Moss
Mickey M. Moss

Robert L. Thomas, Jr.
Robert L. Thomas, Jr.

Eugene P. Warr, Jr.
Eugene P. Warr, Jr.

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Jan 2 1992
FLORENCE COUNTY, SC

Robert A. Warr
Robert A. Warr
Cale Yarborough
Cale Yarborough
Its Partners

STATE OF SOUTH CAROLINA)
COUNTY OF DARLINGTON)

AFFIDAVIT OF PROBATE

PERSONALLY APPEARED before me Charlene M. Hodges and made oath that (s)he saw the within named Wayne D. Evans, James O. Huggins, Mickey M. Moss, Robert L. Thomas, Jr., Eugene P. Warr, Jr., Robert A. Warr, and Cale Yarborough as partners under the name and style of West Florence Investment Group sign, seal and as their Act and Deed, deliver the within written document; and that (s)he with Rae Lee Seasons witnessed the execution thereof.

SWORN TO and subscribed before me

this 10th day of December, 1991.

Rae Lee Seasons (SEAL)
Notary Public for South Carolina
My Commission Expires: 3/12/97

Charlene M. Hodges

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