

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE)

AGREEMENT AND RESTRICTIVE COVENANTS
RELATING TO
MALLARD POINTE SUBDIVISION

BATH PARTNERSHIP, hereinafter referred to as "Developer," being the owner and holder of that certain tract of land located near the City of Florence, in the County of Florence, State of South Carolina, being more or less described as follows:

All that certain tract of land containing 28 lots as shown on a plat prepared by Nesbitt Surveying Company, being bounded and described as follows: On the NORTH by reserved area shown on said plat; on the WEST by Waterford on Forest Lake Subdivision; on the SOUTH by Forest Lake; and on the EAST by lands belonging now or formerly to Earl Chavis. Reference said plat for a more complete and accurate description.

Developer does hereby impose the following covenants, conditions and restrictions which shall apply to and govern the use, sale, occupancy and development of all of the lots described above, to-wit:

ITEM I.

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-five (25) years from the date these covenants are recorded; after which time, the said covenants and agreements shall be automatically extended for successive periods of twenty (20) years unless an instrument signed by a majority of the then owners of the original area herein outlined for development has been recorded, agreeing to change the said covenants in whole or in part.

ITEM II.

Development reserves the right to subject the real property in this subdivision to a contract with Carolina Power and Light Company for the installation of underground electrical cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Carolina Power and Light Company by the owner of each lot.

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RECORDED

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APR 11 4 45 PM '91
BOOK 338 PAGE 1629
GEORGE E. TERRY
C.C.P. FLORENCE COUNTY

FILED

APR 11 4 20 PM '91
GEORGE E. TERRY
C.C.P. FLORENCE COUNTY, S.C.

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ITEM III.

Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, and such proceeding may be brought by any party to this agreement, its heirs, successors or assigns, and by any other person owning any of the said property.

ITEM IV.

Invalidation of any one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

ITEM V.

All lots shall have a minimum of 20,000 square feet in area, and each lot shall have a minimum frontage on the street or road on which it faces of 100 feet, except for lots fronting on a cul-de-sac or curve. No lot may be subdivided further except that a residence may be placed on one lot and a portion of another, or more than one lot taken together.

ITEM VI.

The minimum building setback line shall be 40 feet from the front of each of said lots, and no building shall be erected or placed on any lot nearer to the street line than such minimum setback line; the minimum setback line on any side street shall be 15 feet, and no building or dwelling shall be erected or placed nearer the street line than such minimum lines; and the minimum setback line from any interior line shall be ^{8 WPA} 10 feet.

ITEM VII.

Once a subdivision of the property has been made and platted, the layout of the lots shown on said plat shall be adhered to, and no scheme of facing lots in any other direction than that shown on the plat will be permitted. The said property shall not be further subdivided without consent of the parties hereto or their successors and assigns.

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ITEM VIII.

The said lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot 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 cars. There shall be no garage apartments, barns, or stables allowed on said property. No commercial buildings of any kind shall be placed on the said lots. There shall be no outside storage buildings, cabins, tackle buildings or any other separate structure.

ITEM IX.

The erection of a building on any lot in said subdivision shall not be commenced unless and until plans and specifications therefor have been approved, in writing, by Developer or by a committee named by Developer for such purpose. Provided, however, that unless Developer, its agents, or such other party having the right to do so, commences suit to enjoin the erection of a building which has not been approved as aforesaid, and files a Lis Pendens in the Office of the Clerk of Court for Florence County in such suit, prior to the completion of said building, then no suit may thereafter be brought by Developer or its agents, or any other party, to enforce compliance with this Section, or for a violation of this Section.

ITEM X.

No residence shall be erected on any lot facing or bordering on Forest Lake which shall be less than 2,000 square feet of floor area, and in all multi-story residences, the ground floor shall have a minimum of 1,000 square feet of area, excluding porches and garages. In all remaining areas, no residence shall contain less than 1800 square feet of floor area. Open porches and garages shall not be included in computing floor space.

ITEM XI.

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. All residences shall have a sewage disposal system approved

by the State Board of Health of South Carolina. No hogs, pigs, horses, cows, goats or sheep shall be stabled or kept on any part of said property.

ITEM XII.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

ITEM XIII.

An easement is reserved over the rear ^{TEN} ~~five~~ feet of such lot for utility installation and maintenance.

ITEM XIV.

Except for the right of re-subdivision and waiver of setback lines in which Developer retains in any case, until such time as the Developer has sold one-half ($\frac{1}{2}$) of the lots shown on the abovementioned plat, Developer, its successors or assigns, reserves the right to alter, modify, or amend these restrictive covenants and easements. After such time as more than one-half ($\frac{1}{2}$) of the lots shown on the abovementioned plat have been conveyed by Developer, these restrictive covenants and easements may be amended, altered, modified, or cancelled only upon the written consent of the majority of the owners of lots covered by the said restrictions.

ITEM XV.

All lots, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health.

ITEM XVI.

No fence shall be erected on any lot without the prior written permission of Developer which shall be given by Developer signing a copy of the proposed fence design, composition and location.

ITEM XVII.

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent,

or signs used by a builder to advertise the property during the construction and sales period.

ITEM XVIII.

No noxious or offensive activities or nuisances shall be permitted on any lot.

ITEM XIX.

Access for subdivision lot owners who do not own a lot bordering Forest Lake shall be along a right-of-way reserved between Lots 8 and 9 as shown on said plat, measuring 7½ feet on each side of the line separating Lot 8 from Lot 9. Said access shall not be used to park vehicles or boats but can be used to put in and take out boats. Use of this access shall not interfere with the quiet enjoyment of the owners of Lots 8 and 9 and no offensive activity shall be allowed. Failure of a lot owner or his invitees to observe such rules and regulations as may be promulgated by Developer to further define the use of this access shall result in a forfeiture of the right of that lot owner or his invitees to use this access.

ITEM XX.

This agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, Developer has caused these presents to be executed in his name this 2nd day of APRIL, 1991.

IN THE PRESENCE OF:

Karen R. Hill
M. H. H. H.

BATH PARTNERSHIP
BY: William D. Atkinson
William D. Atkinson, Partner

BY: Tommy E. Hall
Tommy E. Hall, Partner

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STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

PERSONALLY appeared before me Karen R. Hill and
made oath that (s)he saw the within named William D. Atkinson and Tommy E. Hall d/b/a
BATH PARTNERSHIP sign, seal, and as their act and deed deliver the within instrument for
the uses and purposes thereon contained, and that (s)he with M. Glenn Odom
witnessed the due execution thereof.

Subscribed and sworn to before me)
)
this 2nd day of ^{APRIL} ~~February~~, 1991.)
)
M. Hill)
Notary Public for South Carolina)
)
My commission expires: 6/24/91)

Karen R. Hill

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