

STATE OF SOUTH CAROLINA)
COUNTY OF FLORENCE) PROTECTIVE COVENANTS OF
WESTBROOK, PHASE III

WHEREAS, West Florence Investment Group, General Partnership, is the owner of those certain forty five (45) lots situate in Florence County, South Carolina, which are shown on a map by Nesbitt Surveying Company dated the 15th day of November, 1993 a copy of which is recorded in the office of the Clerk of Court for Florence County in Plat Book 54 at page 381, 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 five (45) lots of Westbrook, Phases IIIA and IIIB 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

CERTIFIED: A TRUE COPY

Thomas M. Parker

shall apply and govern the use and occupance of all lots of land in Phases IIIA and IIIB 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. An owner violating or attempting to violate any covenant contained herein shall have sixty (60) days after notice from WEST FLORENCE INVESTMENT GROUP, or its successors or assigns, in which to cure the violation or attempted violation. If the violation or attempted violation is not cured within that time, then WEST FLORENCE INVESTMENT GROUP has the right to cure the violation and charge the owner with all costs incurred in curing the violation. The method of cure and expense undertaken shall be in the sole discretion of WEST FLORENCE INVESTMENT GROUP. If the owner does not then reimburse WEST FLORENCE INVESTMENT GROUP within thirty (30) days from notice by WEST FLORENCE INVESTMENT GROUP of the expenses incurred, then such amount shall become a lien on the owner's title and WEST FLORENCE INVESTMENT GROUP shall be entitled to file an appropriate lien in the office of the Clerk of Court for Florence County against owner's title. Alternatively, WEST FLORENCE INVESTMENT GROUP reserves the right to bring legal action against an owner violating or attempting to violate a covenant. In such event WEST FLORENCE INVESTMENT GROUP shall be entitled to collect from the owner all costs of litigation and attorney's fees for obtaining compliance with the covenants contained herein. Any entry by or on behalf of WEST FLORENCE INVESTMENT GROUP onto a lot to cure a violation shall not be deemed a trespass. Failure to enforce any one or more of these covenants shall not be deemed a waiver of the right to do so thereafter. Invalidity of any of these covenants shall in no way effect the validity or enforceability of the other covenants, which shall remain in full force and effect.

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 IIIA shall consist of Lots numbered 310 through 316 as shown on the map of Westbrook Phase III of November 15, 1993. Phase IIIB shall consist of Lots numbered 301 through 309 and numbers 317 through 345 on the map of Westbrook Phase III of November 15, 1993.

7. Except as provided herein no residence shall be erected on any lot in Phase IIIA which has less than three thousand two hundred (3200) square feet heated floor area. In Phase IIIB the minimum heated floor area square footage shall be two thousand six hundred (2600) 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. A specification sheet supplied by WEST FLORENCE INVESTMENT GROUP shall be fully completed and must be submitted with house plans. 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 III 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. No tree having a diameter of six (6") inches or more (measured from a point two feet above the ground level) shall be removed from any lot without the express written authorization of the Architectural Review Board. The Architectural Review Board shall further have the authority to require any owner removing a

tree in violation of this clause to replace same at his cost.

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 fowl 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. All wooden fences must have columns of brick or stucco matching the house.

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. No use of any lot (other than normal use of residential fireplaces and residential chimneys) shall be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any ditch or drainage in excess of environmental standards applicable thereto, to be established by the Architectural Review Board, which standards shall at a minimum meet requirements of federal and state law and regulations. No hazardous materials of any nature shall be stored on any lot or used in any manner.

15. 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.

16. 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.

17. 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.

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

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

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

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

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

23. 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.

24. 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.

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

26. No clotheslines or unsightly gardens shall be permitted.

27. 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. Only eighteen (18") inch satellite dishes will be permitted.

28. 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.

29. 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.

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

31. 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.

32. The use of fireworks at Westbrook shall not be permitted except during the July 4, New Year's, and Christmas season. Hunting of any kind, and by any method, including but not limited to, firearms, sling-shots, crossbows, snares, bows and arrows or manually propelled missiles is prohibited. Further, no discharge of any firearm is allowed.

33. WEST FLORENCE INVESTMENT GROUP, during such time as it shall continue to be the Owner of any lot in Westbrook may use its lot or lots for the purpose of building thereon a model house or model houses and/or sales information centers, which may be exhibited to invite the public and to which WEST FLORENCE INVESTMENT GROUP shall be entitled to invite the public to inspect the said model house or houses. WEST FLORENCE INVESTMENT GROUP may disseminate sales information to the public. Such activities shall not be construed as a violation of the residential provisions of these covenants.

34. The Owner of any lot shall have sole responsibility and liability for any and all damage caused by minors, under the age of eighteen (18) years and residing on any lot, including but not

limited to, injury to persons, damage to real property or damage to personal property.

35. No "all terrain" vehicles, regardless of whether or not the same shall have three, four, six or more wheels, or "dirt bikes", shall operate on any of the lots, common areas or streets within Westbrook. Mopeds, as defined by the State of South Carolina, bicycles, motorized bicycles and scooters shall be allowed. No motorcycle may operate within the subdivision unless the same be fully street licensed including, but not limited to, brakes, lights, license plates, insurance, registration and/or other requirements of the State of South Carolina. No excessively loud vehicles shall be operated within Westbrook.

36. No dwelling on any lot may be used for any vacation or time sharing plan as contemplated in Section 27-32-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

37. WEST FLORENCE INVESTMENT GROUP reserves the right unto itself, its successors and assigns, to relocate, open, or close, streets shown on the recorded subdivision plat and also reserves the right to revise, resubdivide, and change the size, shape, dimension and locations of lots, and these restrictions shall be applicable to the resulting lots; provided, however, that no such revision shall adversely affect the overall subdivision plan and that no revision shall adversely affect any lot value, as determined by the Federal Housing Administration and no lot sold prior to such revision shall be deprived of that portion of any street on which it bounds, nor shall it be deprived of access from the streets of the subdivision, and provided, further, that no lot shall have any area less than the smallest lot shown on the recorded subdivision plat.

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 timeless 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 materials must be detailed on the specifications sheet formatted by WEST FLORENCE INVESTMENT GROUP and approved in writing by the Architectural Review Board PRIOR to beginning construction. 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.

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 choices 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 setback 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.
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 6th day of October, 1994. These restrictions shall be binding on their heirs and assigns.

WEST FLORENCE INVESTMENT GROUP
a Partnership

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

By: Wayne D. Evans
Wayne D. Evans
Eugene P. Warr, Jr.
Eugene P. Warr, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF DARLINGTON)

AFFIDAVIT OF PROBATE

PERSONALLY APPEARED before me R. A. Warr and made oath that (s)he saw the within named Wayne D. Evans and Eugene P. Warr, Jr., 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 Robert L. Thomas, Jr. witnessed the execution thereof.

SWORN TO and subscribed before me

this 6 day of Oct, 1944.

Robert T. Leland (SEAL)

Notary Public for South Carolina

My Commission Expires: 5-23-45

Edna J. Leland