

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

RESTRICTIVE COVENANTS
NEWBERRY SHORES, PHASE II

KNOW ALL MEN BY THESE PRESENTS, That S W B, Incorporated, a South Carolina Corporation, is the owner of the following described property:

"All those certain pieces, parcels or lots of land, situate, lying and being in the County of Newberry, State of South Carolina, on the waters of Lake Murray and being Lots #2 thru #53 as shown upon plat of Newberry Shores, Phase II, prepared by Associated Engineers & Surveyors, Inc., dated December 4, 1981 and recorded in the RMC Office for Newberry County in Plat Book AZ at Page 96."

That the said S W B, Incorporated does hereby declare, covenant and agree on behalf of itself and its successors and assigns, with all persons, their heirs, successors and assigns, who shall hereafter purchase lots as hereinabove described, shall be subject to the following restrictions, reservations, covenants and limitations as to the use thereof, and said restrictions shall run with the land.

AS TO LOTS #2 thru #35

1. 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. In the event any Purchaser, its heirs, successors or assigns, elects to place a mobile or modular home upon the lot purchased, Purchaser must, at the time of sale, secure permission to place said mobile or modular home upon said property; otherwise, all residences erected must be one single family dwelling consisting of a minimum of 650.0 square feet of living area. Plans for all structures must be approved in writing by S W B, Incorporated, or a person or persons designated by S W B, Incorporated.

Any mobile or modular home placed upon any lot must be underpinned within three (3) months from the date said mobile or modular home is placed upon the property. Said underpinning must be completed in a workmanlike manner and any blockwork used must be painted and maintained in good appearance.

AS TO LOTS #36 thru #53

1. No structure of a temporary character, trailer, basement, tent, shack, garage, mobile or modular home, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. All residences constructed must be one single family dwelling consisting of a minimum of 650.0 square feet of living area. Plans for all structures must be approved in writing by S W B, Incorporated or a person or persons designated by S W B, Incorporated.

AS TO LOTS #2 thru #53

2. No fence of any type may be erected on any lot or lots without the written consent of S W B, Incorporated or a person or persons designated by S W B, Incorporated.

3. No lot may be subdivided without the written consent of S W B, Incorporated or a person or persons designated by S W B, Incorporated.

4. No lot covered by these Restrictions, or any property of S W B, Incorporated, may be used or maintained as a dumping ground for refuse, garbage, rubbish or cast-off material. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Phase II

5. 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 animals except domestic pets may be kept thereon.

6. Each lot owner is responsible for damage caused on other lots and to lots or property of SWB, Incorporated for fires started on said lot owner's property.

7. Easements for installation of utilities and drainage facilities are reserved Ten (10.0) feet along the roadside, and Five (5.0) feet down the side lines of each and every lot for the installation and maintenance of utilities and drainage. Also, on all lots facing Dogwood Courts, with the exception of lots on the cul-de-sacs, an easement is reserved for future widening of the roads by Newberry County, for a distance of Twenty-Five (25.0) feet from the center of Dogwood Courts. This restriction only applies to the lots facing Dogwood Courts and no other lots in this subdivision.

8. All structures on the outside must be painted or stained within six (6) months after construction.

9. No residence shall be located on any lot nearer than Fifty (50.0) feet from the 360 degree contour line of Lake Murray, or nearer than Thirty (30.0) feet to the main roadway, or nearer than Five (5.0) feet to any side lot line, unless otherwise approved in writing by S W B, Incorporated, or a person or persons designated by S W B, Incorporated.

10. There shall be no type of commercial establishments placed upon the subject property.

11. All buildings not attached to the residence must be of similar material and construction as the residence, with the exception however, that prefabricated storage sheds may be used; however, their location shall have the same set-backs as outlined hereinabove.

12. These covenants shall run with the land and shall be binding upon all parties and persons claiming under them, for a period of twenty (20) years from the date these covenants are recorded.

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

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.

S W B, Incorporated, A South Carolina Corporation, reserves the right to impose additional restrictions on any unsold lot or area by declaration or by including said restrictions in Deed to that individual lot, but such added restrictions shall be in addition to the restrictions hereby declared and imposed.

For the purpose of written consent for any of the above restrictions, the written consent of S W B, Incorporated, its successors or assigns, or a person or persons designated by S W B, Incorporated, shall be sufficient to meet the requirement of written consent as set forth hereinabove.

IN WITNESS WHEREOF, S W B, Incorporated, has caused these presents to be executed in its name, this the 4th day of ~~JANUARY~~, 1982, at Columbia, South Carolina.

WITNESS:

Helen S. Williams
Karen Y. Jordan

S W B, INCORPORATED

By *S. Wyman Boozer*
S. Wyman Boozer
President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

HELEN S. WILLIAMS

PERSONALLY appeared before me, ~~Peggy C. Tapp~~, who being duly sworn, deposes and says that she saw the within named S W B, Incorporated, by S. Wyman Boozer, its President, sign, seal and as its act and deed, deliver the within Restrictive Covenants, and that she, together with Karen Y. Jordan, witnessed the execution thereof.

Helen S. Williams

SWORN to before me this the 4th day of JANUARY 1982.
Karen Y. Jordan (L.S.)
Notary Public for SC
Commission Expires: 8/5/85

FILED
HEMBERRY COUNTY
Apr 21 12 05 PM '82
MILDRED R. HARMON
CLERK OF COURT