

STATE OF SOUTH CAROLINA    )  
                                           )  
 COUNTY    OF    LEXINGTON    )

RESTRICTIVE COVENANTS  
 FOR  
 CEDARBRANCH SUBDIVISION

KNOW ALL PERSONS BY THESE PRESENTS that Howard R. Boyd, II, owner of the below-described property in Lexington County, South Carolina, does hereby declare, covenant, and agree on behalf of himself, his heirs and assigns, with all persons, their heirs and assigns, who shall hereafter purchase lots in the below-described property, that said property shall be subject to the following restrictions, reservations, covenants, and limitations as to the use thereof, and said restrictions shall run with the land:

The below described property is that property conveyed to Howard R. Boyd, II, by deed of ~~Barney Howser~~, as recorded in the Office of the Register of Deeds for Lexington County in Record Book 4748 at Pages 286 and 290; and is shown on a Final Subdivision plat prepared for Howard R. Boyd, II, by Douglas Platt, Surveyor, dated November 5, 1997, and recorded in the Office of the RMC for Lexington County on September 4, 1998, in Plat Book 413 at Page 6.

1. Residential Use of Lots. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling of modern construction and one two-car garage. No building exceeding two and one-half (2 1/2) stories in height shall be erected on any lot. Any out buildings shall conform with the architecture of the main house in design and construction. Garages may be attached to the main dwelling or detached so long as the side, front and rear-line restrictions are complied with.

2. No Subdivision of Lots. No lot may be subdivided or reduced in size without the written consent of Howard R. Boyd, II, his heirs or assigns. Provided, however, that adjacent lot owners or purchasers may acquire an additional lot or such portion of the lots already owned or purchased by them. In such case where less than a full lot is involved, the portion of said additional lot shall become merged with and become an integral part of the lot which is already

owned or is purchased by the buyer of such additional lot and subject to these restrictions as if it were one lot.

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

4. Setback Lines. Residences of mobile homes shall be erected or placed in the center of the lot. Residential building will be parallel to the front of the lot. No other buildings such as garages, storage, etc. shall be located in front of the residence. No building shall be located on any lot nearer than one hundred (100') feet to the front line or nearer than twenty (20') feet to any side line. Any structure located on the rear half of the lot shall not be constructed nearer than thirty (30') feet from the rear line of the lot.

5. Dwellings. Mobile homes shall be permitted subject to the terms of paragraph 6 below. No mobile home manufactured prior to the year 1995 shall be permitted. Exceptions may be approved, in writing, in the sole discretion of Howard R. Boyd, II. All mobile homes must be tied down.

All buildings, including but not limited to mobile homes, garages or other outbuildings, shall be permanently underpinned and have curtain walls of vinyl, stone or brick underneath the buildings on all sides. Uncovered concrete or cement block shall not be used for underpinning.

6. Dwelling Size. No dwelling shall be permitted on any lot which has less than one thousand (1,000) square feet of heated floor space, exclusive of porches, garages, attics, and basements. No dwelling shall be erected having exterior walls of either concrete block, cement block or asbestos. Garages or carports must have their openings either to the rear of the residential structure or away from the street.

7. Approval of Plans. No building shall be erected, placed, or altered on any lot unless

the construction plans and specifications and the plans showing the location of the structure have been approved by Howard R. Boyd, II, his heirs or assigns, as to the quality of workmanship and material harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. The approval of Howard R. Boyd, II, as required by these covenants, shall be in writing. In the event that Howard R. Boyd, II, fails to approve or disapprove the plans and specifications within thirty (30) days after submission, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. Fences and Walls. No fence or wall shall be erected, placed, or altered on the front of or along a side street, or along a street on the side line of any adjacent lot of said lot unless the fence or wall shall have first been approved in writing by Howard R. Boyd, II, his heirs or assigns. All fence material, except chain link fence, must be approved in writing by Howard R. Boyd, II, his heirs or assigns. All fences or walls shall be erected so that the finished portion of the fence or wall shall face away from the lot and toward the street or adjoining lot.

9. Health Department Compliance. All sewerage and wells shall be placed so as to conform to recommendations and guidelines of the Board of Health. Septic tank drain lines shall not be closer than twenty-five (25') feet to any side lot line.

10. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or injure the value of any other lot in the subdivision. No trash or rubbish may be burned, buried or otherwise disposed of on any lot in the subdivision. Without limiting the foregoing, exterior lighting may not be installed so as to illuminate any portion of a neighboring lot or to shine into any window or otherwise enter a dwelling located on an adjoining lot.

11. Unsightly Materials. No litter or other material of an unsightly nature, including

but not limited to abandoned or junk cars, boats or other equipment, not natural to a well-kept and sightly neighborhood, will be retained or allowed to remain on any of the lots. If litter or other material is found on any of the lots, the same will be removed by the lot owner, at the lot owner's expense.

An inoperative vehicle may remain on a lot provided the vehicle is contained in a completely enclosed structure and the vehicle is not visible from any location outside the structure.

Vehicle repairs shall not be allowed in the subdivision. All vehicles must be complete and running. Oil and anti-freeze changes are allowed. Loud or noisy vehicles, whether the noise is the result of the exhaust system, engine or stereo system, are not allowed in the subdivision.

12. Animals. No swine, cows, goats, mules, poultry, or other animals shall be permitted on any lot, except for cats and dogs owned as pets, provided they are not kept, bred or maintained for any commercial purpose. No more than three (3) dogs and three (3) cats shall be allowed on any lot.

13. Horses. No horses shall be permitted on any lot unless the lot owner owns a minimum of four (4.0) acres of contiguous property within the subdivision. No more than two horses shall be allowed.

14. Garbage Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished on request of Howard R. Boyd, II, shall be permitted. It shall also be permissible to have a single sign, not to exceed two feet by three feet, advertising a house or lot for sale. No other sign of any kind or design

shall be allowed.

16. Business Activity. No obnoxious or offensive trade or commercial activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance. Nothing herein shall be construed to prevent Howard R. Boyd, II, his heirs or assigns, from erecting, placing or maintaining signs, structures, offices, or model homes, as it may be deemed necessary for its operation and sales in the subdivision.

17. Trees. Only those trees required to build a residence and other approved outbuildings shall be cut and removed from each lot. Other trees may be removed with the prior approval of Howard R. Boyd, II, his heirs and assigns. No lot shall be clear cut. If any portion of a lot is cleared for horse pasture or a lawn then a strip of land fifteen (15') feet from the front and side line of such clearing shall remain undisturbed and shall not be cleared.

18. Right to Alter. Howard R. Boyd, II, his heirs and assigns, reserves the right to alter those side and rear restrictions for the unintentional violation of same, but such change shall not exceed fifty (50%) percent of such marginal requirements or building line restrictions. Howard R. Boyd, II, his heirs and assigns, also reserves the right to alter those front line restrictions for the unintentional violation of same, but such change shall not exceed fifteen (15%) percent of such building setback line restrictions. All such alterations shall be in writing and filed in the Office of the Register of Deeds.

19. Easements. Easements for installation of utilities and drainage facilities are reserved unto Howard R. Boyd, II, his heirs and assigns over ten (10') feet along each side line of each lot and rear ten (10') feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which shall damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. 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.

Drainage ditches between roadways and lots, and all entrances or driveways crossing over ditches shall have a minimum of twelve (12') feet of eighteen (18") inch pipe so that drainage water can flow freely under the entrances and driveways. No drainage ditch shall be blocked or the flow of water hindered in any way.

20. Authority. Howard R. Boyd, II, is authorized and empowered to execute such written instruments as referred to in these restrictions and covenants.

21. Term. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part provided, however, that these conditions and restrictions may be amended at any time by a written instrument signed by a two-thirds (2/3) majority of the owners of the lots in the subdivisions provided further, however, that these restrictions cannot be amended to change the use of any lot from residential purposes without the consent of Howard R. Boyd, II, his heirs or assigns:

22. Enforcement and Attorney's Fees. Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages. It shall be lawful for any person owning any lot in the subdivision to prosecute any legal proceeding against the person violating or attempting to violate any of these conditions and restrictions. Nothing in these conditions and restrictions shall prevent any person from recovering damages or other remedies for such violation. In addition, if the person prosecuting any legal proceedings to enforce these conditions and restrictions is successful, then that person shall also be entitled to collect attorney's fees, suit

money and costs.

If Howard R. Boyd, II, or his heirs or assigns, shall be required to enforce these conditions and restrictions through legal proceedings, he shall be entitled to collect for his attorney's fees, suit money and other costs regardless of the outcome of the legal proceedings.

23. Invalidation. 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.

24. Reservation of Rights. Howard R. Boyd, II, his heirs and assigns, reserves the right to impose additional restrictions on any unsold lot or area by declaration or by including said restrictions in the Deed to that individual lot, but such added restrictions shall be in addition to the restrictions hereby declared and imposed.

IN WITNESS WHEREOF, Howard R. Boyd, II, has executed this Declaration of Restrictive Covenants this 21<sup>ST</sup> day of June, 1999.

WITNESS:

J. Thomas Wells, Jr.

Howard R. Boyd II (L.S.)  
Howard R. Boyd, II

Cheryl F. Wagner-Grauer

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON ) PROBATE

PERSONALLY APPEARED before me the undersigned witness who, being duly sworn, deposes and says that s/he saw the within-named Howard R. Boyd, II, sign, seal and deliver the within Restrictive Covenants and that s/he along with the other witness subscribed above witnessed the execution thereof.

SWORN TO before me this  
21<sup>ST</sup> day of June, 1999.

Cheryl F. Wagner-Grauer  
4

J. Thomas Wells, Jr. LS  
Notary Public for South Carolina  
My Commission Expires: 7/25/2000

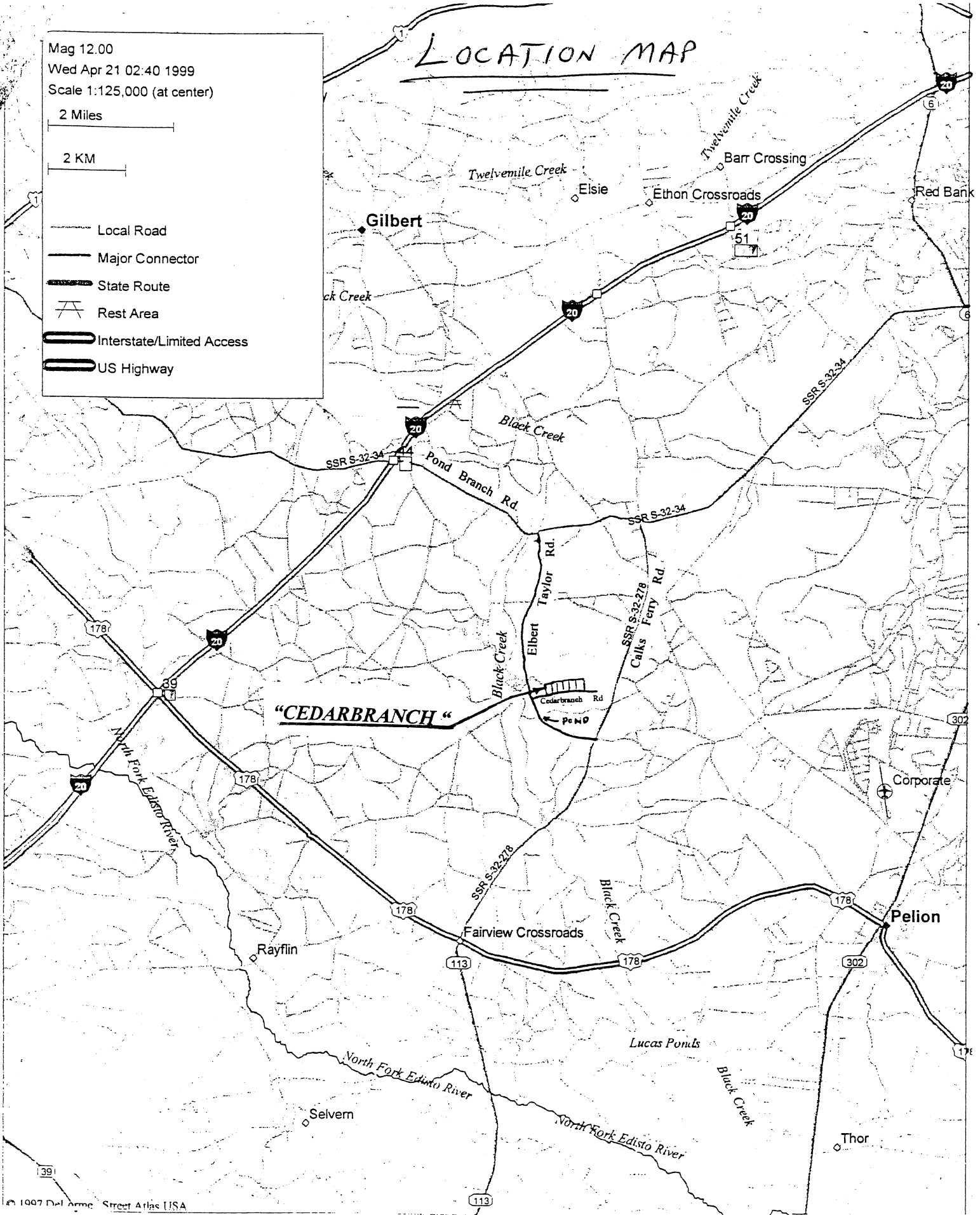
Mag 12.00  
Wed Apr 21 02:40 1999  
Scale 1:125,000 (at center)

2 Miles

2 KM

- Local Road
- Major Connector
- State Route
- Rest Area
- Interstate/Limited Access
- US Highway

# LOCATION MAP



© 1997 Delorme Street Atlas USA

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N 00° 20' 12" E



STATE OF SOUTH CAROLINA )

**ADDENDUM TO RESTRICTIVE COVENANTS**  
*BK-5780 PG-214*  
**FOR CEDARBRANCH SUBDIVISION**

COUNTY OF LEXINGTON )

2006025573 FILED, RECORDED, INDEXED  
 05/31/2006 09:15:35:780  
 Rec Fee:\$10.00 St Fee:\$0.00  
 Co Fee:\$0.00 Pages:2  
 Lexington County RDB Debra M. Gunter  
 RESTRICTION MODIFICATION Bk:Pg 11095:20

Whereas , Howard R. Boyd II (HB) & Stephen R. Yarborough (SY), are  
 presently the owners of the majority of the land known as Cedarbranch Subdivision  
 near Gilbert ,SC in Lexington County and being the same property conveyed to HB by  
 deed of Henry D. Gunter in July of 1998 and recorded September 4, 1998.

Whereas, the owners are reserved the right to revise portions of the restrictive  
 covenants and the owners are desirous of accommodating house construction with  
 attached garages, the restrictive covenant #6 is hereby revised, as follows, henceforth:

6. ..."Garages or carports must have their openings either to the rear of the  
 residential structure of away from the street. " is changed to : "Any attached garage for  
 a home may be placed with any orientation of the garage door opening as necessary  
 to accommodate home construction adjustments due to topographical difficulties  
 and/or to minimize vehicular drives traversing excessive grades and turning radii in  
 conjunction with home and garage construction."

Signed , Sealed and delivered

the presence of:

WITNESS:

*Howard R. Boyd II*  
 \_\_\_\_\_  
 Howard R. Boyd II

*Debra M. Gunter*  
 \_\_\_\_\_  
 Witness #1

*Stephen R. Yarborough*  
 \_\_\_\_\_  
 Stephen R. Yarborough


*Debra M. Gunter*  
 \_\_\_\_\_  
 Witness#2

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF Lexington )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day  
of May, 2006 by Allison Calhoun of Columbia, SC  
(Name of Officer and Title) (City and State)  
on behalf of the within-named Parties.

  
NOTARY PUBLIC FOR South Carolina  
MY COMMISSION EXPIRES 10-08-2014