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FILED

DECLARATION OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

MOULTRIE PLANTATION - PHASE V

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF MOULTRIE PLANTATION - PHASE V is made this 19th day of August by John R. Walker hereinafter referred to as "Declarant", and any and all persons, firms or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

WITNESSETH

WHEREAS, Declarant owns certain property in Jasper County, known as Moultrie Plantation Phase V, portions of which are more particularly described by that certain Subdivision Plat of Moultrie Plantation - Phase V recorded in the Office of the Clerk of Court for Jasper County in Plat Book 22 at Page 83, and any amended plats thereto, to which recorded plat(s) reference is hereby made for more complete description(s).

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to this Declaration for the mutual protection, welfare, and benefit of the present and the future owners thereof;

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described on the said recorded plat(s), shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, of Moultrie Plantation - Phase V as it now exists and is hereafter expanded and that such easements, restrictions, covenants, and conditions shall burden and run with said real property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors, and assigns, having any right, title or interest in the properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real property that is subjected to this Declaration.

ARTICLE I

DEFINITIONS

Section 1 "Declarant" shall mean John R. Walker and his successors and assigns if such

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successors and assigns acquire one or more undeveloped lots from the Declarant for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to and assumed by such successors and assigns.

Section 2 "Dwelling" shall mean and refer to a single family home, including manufactured, modular, mobile and all site built homes, located upon a lot.

Section 3 "Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of the property.

Section 4 "Owner" shall mean and refer to any record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of any of the property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Declarant shall not be deemed an Owner

Section 5 "Property" shall mean and refer to that certain property shown on that certain Subdivision Plat of Moultrie Plantation - Phase V recorded in the Office of the Clerk of Court for Jasper County in Plat Book 22 at Page 83, and any amended plats thereto

Section 6 "Association" shall mean and refer to Moultrie Plantation - Phase V Property Owner's Association.

Section 7 "Road Maintenance Agreement" shall mean and refer to Moultrie Plantation Phase V Road Maintenance Agreement, the original of which is recorded in the Office of the Clerk of Courts for Jasper County, South Carolina in Deed Book 161 at Page 15.

ARTICLE II

GENERAL USE AND RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms, or corporations hereafter acquiring title to any portion of the Property, that the Property is hereby subject to restrictive covenants as to the use thereof

Section 1 Residential use Only

The Lots shall be used for residential purposes only, and no commercial use shall be permitted. This restriction shall not be construed to prevent rental of any Dwelling for private residential purposes or to prevent an individual Lot owner from conducting home occupations in the Dwelling, which occupation is subordinate to the primary residential use and occupies no greater than twenty (20%) percent of the Dwellings floor area or employs no more than 2 persons.

Section 2 Underpinning

All mobile or modular homes existing on said Lots shall be permanently underpinned.

Section 3 **Building Setbacks**

All building setback lines shall be in conformance with the current setbacks established and required by Jasper County.

Section 4 **No Further Subdivision**

No Lot shall be subdivided by sale or otherwise.

Section 5 **No Noxious Activity**

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No outside toilet shall be permitted on this property.

Section 6 **Dwelling Appearances**

Each Lot and all improvements thereon shall be maintained in a neat and attractive manner. No unregistered motor vehicles, junk or debris shall be stored on any Lot. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads.

Section 7 **Signs**

No signs of any description shall be displayed upon any Lot, except by Declarant, and further except for a single sign per Lot, not to exceed 400 square inches identifying Lot owner.

Section 8 **Wetlands**

No wetlands existing on any lot as delineated on that certain subdivision Plat of Moultrie Plantation - Phase V recorded in the Office of the Clerk of Court for Jasper County in Plat Book 22 at Page 83, and any amended plats thereto, shall be encroached on, filled or utilized for any reason without first obtaining a permit for the proposed use from the U. S. Army Corps of Engineers, and the DHEC OCRM if such are found to be jurisdictional wetlands of either or both entities. The Declarant shall not be responsible for any injury or fines incurred for the violation of this section by any lot owner.

Section 9 **Drainage Easement**

These lots are subject to a drainage easement if one is delineated on said subdivision plat of Moultrie Plantation - Phase V recorded in the Office of the Clerk of Court for Jasper County in Plat Book 22 at Page 83, and any amended plats thereto.

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Section 10 **Utility Easement**

A utility easement is reserved for ten feet in width across the front of all lots and along any side or rear lot line as needed for utility services.

Section 11 **Road Maintenance Agreement**

Each Owner shall be bound by the terms and conditions of the Road Maintenance Agreement, the original of which is recorded in the Office of the Clerk of courts for Jasper County, South Carolina, in Deed Book 161 at Page 15.

Section 12 **Property Owner's Association**

Upon the conveyance by the Declarant of two-thirds of the Lots of Moultrie Plantation Phase V, the Property Owners Association shall be formed and organized. Each owner shall become a member of the Moultrie Plantation - Phase V Property Owners Association. In addition to the uniform and fair enforcement of the Covenants, Conditions and Restrictions, and Road Maintenance Agreement, said association shall be responsible for all common area maintenance, special assessments for capital improvements and maintenance of the drainage ditches and grading of all unpaved roads within Moultrie Plantation - Phase V. The County of Jasper, nor any of its departments shall be responsible for said maintenance, except, and unless, by contract acceptable to Jasper County. Each Lot owner shall be required to pay annual property maintenance dues for these costs. The Declarant shall set these dues and be responsible for these functions until such time as the association is formed. In addition any individual(s) that own more than one Lot, shall be required to pay the full association fee for each Lot owned. Each Lot owner shall have one (1) vote per Lot owned. Should any Lot owner not pay the required dues after reasonable written notice from the Declarant or Association, then the Declarant or Association shall have the right to place a lien on said Lot to be filed in the records of Jasper County in Accordance with the law. The Property Owner's Association shall function in accordance with the By-Laws of Moultrie Plantation Phase V, recorded in the Office of the Clerk of Courts for Jasper County, South Carolina, in Deed Book 161 at Page 24.

Section 13 **Limitation**

Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Declarant other than the Property that is subjected to these Restrictions.

ARTICLE III

CAPTIONS, ENFORCEMENT, AND INVALIDATION

Section 1 Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the female and neuter, and neuter shall include the masculine and

feminine.

Section 2 The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration not the intent of any provisions hereof.

Section 3 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, in the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same, shall be liable for the cost of such proceedings including reasonable attorney's fee. Any Lot Owner may institute enforcement proceedings.

Section 4 Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

Section 5 The Declarant reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes:

- (a) To clarify the meaning of or to correct clerical errors in the Declaration, and
- (b) To correct grammar, spelling, capitalization, and other matters of syntax

The execution of the Restrictive Covenants adding additional properties to the Declaration and expanding the Subdivision may be made by the Declarant acting alone. All other amendments to this Declaration shall require an affirmative vote of at least seventy-five (75%) percent of the Property Owners of Moultrie Plantation - Phase V

ARTICLE IV

THIS DECLARATION RUNS WITH THE LAND

These covenants are to run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors, and assigns) claiming title to any part of the Property herein described 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 period of ten (10) years, unless an instrument signed by a seventy-five (75%) percent majority of the then owners of the Lots has been recorded agreeing to change the said covenants in whole or in part

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof. Declarant declares that all of the property described on said recorded plats and all of the property described on said recorded Declaration by recorded supplements hereto referencing subsequently recorded plats, shall be held, sold, and conveyed subject to these easements

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restrictions, covenants and conditions, which are for the purpose of protecting Moultrie Plantation - Phase V as it now exists and is hereafter expanded and that such easements, restrictions, covenants, and conditions shall burden and run with said real property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors, and assigns, having any right, title, or interest in the properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real property that is subjected to this Declaration.

IN WITNESS WHEREOF, the undersigned has executed the within indenture the date first set forth above.

Rosemary M. Taylor
Witness

John R. Walker
JOHN R. WALKER

Deborah A. Malphrus
Notary Public

STATE OF SOUTH CAROLINA)

COUNTY OF JASPER)

PERSONALLY APPEARED BEFORE ME Rosemary M. Taylor, who, in oath says that s/he saw the within-named John R. Walker, sign the within covenants and Restrictions and as his act and deed, deliver same, and that s/he with Deborah A. Malphrus witnessed the execution thereof.

Rosemary M. Taylor

SWORN TO BEFORE ME THIS THE
19 DAY OF August, 1990

Deborah A. Malphrus