

RESTRICTIONS

Preliminary Covenants and Restrictions to be Recorded at Closing

- 1. All lots shall be used for single-family residential purposes only, stick-built on-site.
- 2. Each residential unit shall contain a minimum of 1800 heated square feet of enclosed living area, exclusive of patios, porches, garages, and basements. Once construction of a residence has commenced, the exterior thereof, including finished siding material, shall be completed within six (6) months thereafter;
- 3. A said lot shall not be used for business, commercial, or industrial uses;
- 4. No temporary tents, shacks, abandoned and/or unregistered automobiles or vehicles, shall be allowed on the premises.
- 5. No mobile home, house trailer, modular home or the basement of a contemplated permanent dwelling shall be occupied as a residence, either on a permanent or temporary basis. The terms "modular home" and "mobile home" are defined as follows:
 - <u>Modular Home</u>: A dwelling unit constructed in accordance with the standards set forth in South Carolina State Building Code and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly.
 - Mobile Home: A dwelling unit that (I) is not constructed in accordance with the standards set forth in the South Carolina State Building Code, and (II) is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported to the home site on its own chassis.
- 6. Metal buildings when occupied as the primary residence is permitted, if consistent with the following conditions:
 - a. Metal buildings shall use a neutral color siding consistent with the surrounding natural environment. Muted, nature-blending colors are preferred. The use of a significant expanse of white, black, red, orange, yellow, blue, indigo, violet, white, black tones, or multi-color schemes is not permitted. Natural finish or earth-toned components are preferred. Bright-colored metal, wood, plastic, or fabric components are not permissible. Natural finish or earth-toned components are preferred.
- 7. No tractor-trailer rigs, dump trucks, or buses shall be parked or stored on any lot. No commercial truck (larger than a full-size pickup) shall be placed or kept upon any lot at any time
- 8. Subdivision of the land conveyed by this deed into two or more lots is expressly prohibited except where every lot resulting from such a subdivision shall contain at least a five (5) acre area;

- 9. No lot shall be used or maintained as a dumping ground or disposal for rubbish, solid or liquid forms. Trash, garbage, or other waste shall not be kept except in sanitary containers. All trash containers, incinerators or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition and screened from public view together with all clotheslines and other unsightly objects.
- 10. Dogs, cats, and other household pets shall be allowed on the property. Horses and chickens are permitted. No hog farms, commercial poultry or turkey farms, or other similar commercial activity shall be permitted that could cause unreasonable odors. No goats, pigs, or other animals, including household pets which shall constitute a nuisance or cause any unsanitary condition or any undesirable situation to any neighboring property shall be maintained on any lot. Usual household pets are permitted and must be consistent with local zoning ordinances and restrictions.
- 11. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 12. No above-ground pools will be permitted on the property in any form.
- 13. No lot owners shall excavate or extract earth for any business or commercial purpose.
- 14. As used throughout these restrictions, "Lots" shall include any subsequent combination of lots or portions of lots into an acre, a single lot and any subsequent of one or more lots into multiple lots or acres.
- 15. The grantors reserve a fifty (50') right-of-way strip along front property lines of Buzhardt Road for the purpose of constructing, installing, maintaining, repairing, and operating utility lines, mains, and facilities;
- 16. Nothing herein shall be constructed as imposing any restrictions upon any other property owned by grantor. Grantor in the course of development of other property shall not be obligated to extend these restrictions to such property, but may impose such restrictions as Grantor chooses;
- 17. These restrictions, rights, reservations, limitations, covenants, and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all property described herein or hereinafter made subject hereto. Sellers reserve the right to modify these restrictions.

Brown & Company aims to promote responsible development that remains consistent with the surrounding natural environment while encouraging and improving the quality of life for residents and landowners to create a lifelong positive impact on the immediate area and community.