

14797

FILED-RECORDED

COVENANTS FOR

DEC 28 10 20 AM '90

PHASE V AND

JOHN J. OBERLAND

OTHER SINGLE-FAMILY RESIDENTIAL AREAS
REGISTERED
DORCHESTER COUNTY, SC

IN PINE FOREST

In addition to the General Covenants, the following restrictions and covenants shall be applied to those properties shown on the plat entitled "Plat Showing Pine Forest Country Club, Phase V, Lots 1-2, Block G, . . ." recorded in the RMC Office for Dorchester County in Plat Cabinet H, slide 84 and as Single Family Residential Areas on subsequent plats of lots in of Pine Forest recorded in the RMC Office for Dorchester County, South Carolina.

ARTICLE I

DEFINITIONS

The following words or terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Company" shall mean Southeastern Country Club Group, a South Carolina General Partnership, its successors and assigns.

(b) "Association" shall mean and refer to Pine Forest Country Club Community Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

(c) The "Property" shall mean and refer to the lands in Dorchester County, South Carolina, which are shown as a part of Pine Forest on the Company's Master Development Plan as revised from time to time.

(d) "Residential Lot" or "Lot" shall mean any subdivided, but unimproved parcel of land located within the Properties which is intended for use as a site for a single family detached dwelling, as shown upon any recorded

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DORCHESTER COUNTY, SC
DEC 28 1990

final subdivision map of any part of the Properties. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(e) "Of Record" shall mean recorded in the RMC Office for Dorchester County, South Carolina.

(f) "Residential Area" shall mean those tracts or blocks of land intended for use as sites designated for the construction of single-family dwellings.

ARTICLE II

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS,

APPLICABLE TO ALL RESIDENTIAL AREAS

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of the same has been the creation of a residential community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each lot. For this reason such standards are not established hereby.

1. The approval of plans required under paragraph 1 of Article I of the General Covenants will not be approved unless the proposed house or structure will have the minimum square footage of enclosed dwelling space. Such minimum requirements for each lot will be specified in each sales contract. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwellings or if they are on the ground floor of a two-story structure.

2. All lots in said Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and one (1) small one-story accessory building which may include a detached private garage, provided the use of such dwelling or accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business or rental property. Such accessory building may not be constructed prior to the construction of the main building and shall be subject to the approval of the ARB.

3. A guest site or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such guest suite would not result in overcrowding the site.

4. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exterior thereof has been completed. During the continuance of construction, the Lot Owner shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

5. Each lot owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Company.

6. No utility trailer, camper, recreational vehicle, boat, tent, barn, treehouse, steel building, or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

7. No commercial signs, including "for rent", "for sale" and other similar signs shall be erected or maintained on any property, except as may be required by legal proceedings. A builder may, during the initial construction and sales period utilize one (1) professional sign of not more than four (4) square feet in size on each separate property which identifies the construction of the residence by the general contractor. Signs shall be in excellent condition when placed on a property and shall thereafter be maintained in the same condition or be replaced. Declarant may erect signs, either permanent or temporary, for the Pine Forest Country Club Community area or any area or portion thereof for identification, sales information or other purposes. The size, location, graphic design, message, construction materials, and condition of any sign placed in Pine Forest Country Club Community shall be subject to approval by the Company either before or after having been placed, and the Company shall have the power to disapprove the display of any sign because of its failure to conform with these restrictions or standards otherwise established by the Company, in which event, the builder or owner responsible for such sign shall have the option of permanently removing the offending sign, or replacing it with a sign satisfactory to the Company. Any person or entity having ownership or control of a sign in place shall be responsible for maintaining said sign in good physical condition. Failure to properly maintain a sign to standards established by the Company shall be sufficient reason for the Company to require permanent removal or replacement of the offending sign. If any person or entity owning or controlling a particular sign is notified by the Company that the sign does not conform with the requirements of this

Declaration and the sign is not repaired, replaced, or otherwise brought to a level of quality deemed appropriate by the Company within ten (10) days after and including the date such notification is issued by the Company, the Company or its designated representative may, but shall not be obligated to, enter the property and permanently remove the offending sign without incurring any cost or other liability. Any permit, license or other necessary documentation required for on site display shall be affixed to the rear portion of builder's professional sign.

8. No docks, decks, platforms, pilings or other similar structures shall be erected or maintained on or extended over any pond, lake, lagoon or freshwater creek.

9. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to the Town of Summerville, County of Dorchester, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to replat any lot or lots owned by it and shown on the plat of any subdivision within Pine Forest in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site, including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced to a size more than ten (10) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior

boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

ARTICLE III

ADDITIONS, LIMITATIONS, DURATION AND

VIOLATION OF COVENANTS TOGETHER WITH AFTERWORLD

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not be limited to: the successors and assigns, if any, of the Company for a period of twenty-five (25) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by an instrument signed by a majority of the then owners of lots substantially affected by such change in covenants, has been placed of record. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those lots shown on (a) the plat showing the lots to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the plat described in (a).

2. In the event of a violation or breach of any of the restrictions contained herein by any lot owner, or agent or such owner, the owners of lots in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have

been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorneys' fees as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Pine Forest, or to limit therein the application of these covenants, provided that no limitations shall be made applicable to a portion of the lots in a platted subdivision, with any limitations to this Declaration of Covenants to be applicable only as to subdivisions in which no parcels have been previously conveyed subject to this prior Declaration of Covenants.

4. The Company reserves the right to assign to the Association any of its right reserved in these covenants, including but not limited to, its rights to approve (or disapprove) plans and specifications of proposed improvements.

5. The Association has established and published certain covenants and land use restrictions affecting properties in Pine Forest. Said covenants

have been placed of record in Book 821, page 075. Residential Areas shall also be subject to the provisions of the covenants established by the Association.

6. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

IN WITNESS WHEREOF, Southeastern Country Club Group, a South Carolina General Partnership, has caused these presents to be executed by its duly authorized partners this 23rd day of October, 1990.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTHEASTERN COUNTRY CLUB
GROUP, a South Carolina
General Partnership.

Donna L. Akker
Witness

[Signature]
BY: W. C. Varn, Partner

James E. Cullen
Witness

BY: D. Sherwood Miler, III
D. Sherwood Miler, III, Partner

BY: [Signature]
M. Stephen Varn, Partner

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF DORCHESTER)

PERSONALLY appeared before me the undersigned witness, who on oath states that (s)he saw the within named SOUTHEASTERN COUNTRY CLUB GROUP, a South Carolina General Partnership, by and through its partners, sign, seal and deliver the within instrument and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Donna L. Habler
Witness

SWORN to before me this
23rd day of October, 1990

James E. Chellin
Notary Public for South Carolina
My Commission Expires: 9/15/97

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
Filed for record this 28th
day of Dec. 1990
at 10:20 a.m. recorded
in book 821 202
RECORDS OF PROBATE