

STATE OF SOUTH CAROLINA) FIRST SUPPLEMENTAL AMENDMENT
COUNTY OF DORCHESTER) TO RESTRICTIVE COVENANTS AND EASE-
MENTS APPLICABLE TO PHASE I OF
SUMMERWOOD SUBDIVISION

THIS First Supplemental Amendment to Restrictive Covenants and Easements Applicable to Summerwood Subdivision, is made this 18th day of December, 1986, by Summerwood Corporation, a Corporation duly organized and existing under the laws of the State of South Carolina.

WITNESSETH:

WHEREAS, Summerwood Corporation executed on or about the 21st day of August, 1986, certain restrictive covenants and easements for Summerwood Subdivision and recorded the same in Book 568, at Page 267, in the Office of the Clerk of Court for Dorchester County, South Carolina;

WHEREAS, Summerwood Corporation now desires to amend these restrictive covenants and easements as previously recorded to reflect the most recent plat of Summerwood Subdivision as well as to make reference to the Summerwood Homeowners Association, Inc.;

NOW, therefore, know all men by these presents that Summerwood Corporation desires to impose appropriate covenants, conditions, restrictions, and easements upon Phase I of the property shown on said plat known as "PLAT SHOWING PHASES I AND II, SUMMERWOOD PATIO HOMES SUBDIVISION, A 10.566 ACRE TRACT OF LAND, PROPERTY OF SUMMERWOOD CORPORATION, LOCATED IN DORCHESTER COUNTY, SOUTH CAROLINA", said plat being dated December 13, 1986 and drawn by Andrew C. Gillette, SCRLS #5933 and being recorded in the Clerk of Court's Office for Dorchester County in Book

F, at Page 106 ;

Dec 19 2 56 PM '86
FILED-RECORDED
CLERK OF COURT
DORCHESTER COUNTY
SOUTH CAROLINA

STATE OF SOUTH CAROLINA
DORCHESTER CO.
Filed for record on Dec 19 1986
at 2:56 P.M.
by Clerk of Court
10.86
1986

Margie K. [Signature]

THAT all lots in Phase I of the aforesaid plat shall be subject to the following covenants, restrictions, limitations and easements:

ONE: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

TWO: The invalidation of any one or more of the reservations, covenants, conditions, restrictions and limitations herein contained by the judgment or order of any Court shall in no way affect the validity of any of the other provisions hereof, which shall remain in full force and effect, notwithstanding such invalidation or such particular provisions or by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant whether to restrain violation thereof or to recover damages.

THREE: No structure shall be erected, altered, placed or permitted to remain on any residential lot other than a single family dwelling not exceeding two and one-half stories in height, a private garage, and other buildings incidental to residential use. No servant's quarters or rental units shall be erected or maintained in, over, or alongside the other buildings. No use shall be made of any lot inconsistent with private residential purposes and no trade or business of any sort may be carried on from any residence erected on any lot.

FOUR: No building shall be located on any lot nearer than fourteen (14) feet to the front lot lines; all buildings, including garages or carports, shall be located at least one (1) foot from any side or rear lot line. For the purpose of these setback provisions, stoops, open porches or overhanging eaves shall not be considered parts of a building. In the event the owner of two adjoining lots shall elect to consider said adjoining lots as one lot, then the building setback lines as herein set out shall be considered as applying to the new or enlarged lot thereby created.

The within setback provisions may be modified by the Summerwood Homeowners Association, Inc. whenever in its sole judgment the topography or configuration of any lot would so require or in cases where undue hardship would result from a strict enforcement of the within setback provisions.

FIVE: An easement, five (5) feet in width or in such other width as shown on the plat referred to, is reserved along the rear and side line of each and every lot as shown on said plat for utilities and drainage, water and sewer installation and maintenance.

SIX: No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. No abandoned nor inoperative automobile shall be allowed to remain on any lot, nor shall any automobile without a current South Carolina Highway Department inspection sticker be allowed to remain on any lot.

SEVEN: No trailer, garage, tent, shack, barn or other outbuilding on the said property shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary nature be erected save such as may be directly incidental to the construction of the permissible permanent structure, and no such temporary structure shall be permitted to remain on the property after the permanent structure has been completed. No garage apartment shall be erected, used, occupied, or permitted to remain on any of the lots shown on said plat.

EIGHT: Boundary walls may be erected and hedges grown but not higher than three (3) feet between the street right-of-way and the front corner of the dwelling. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the front corner of the dwelling to the rear property line. Chain link fences shall not be permitted from the street right-of-way to the front corner of the dwelling. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of same.

NINE: Nature growth and flora shall not be intentionally destroyed or removed, except with Summerwood Homeowners Association, Inc. prior written approval, without which the Summerwood Homeowners Association, Inc. may require the lot owner, at his cost, to replace the same. Garbage cans shall be kept in a location so as not to be visible from the street in front of the dwelling. All residential utility service and lines to residences shall be underground. Plans for all screens, walls and enclosures must be approved by the Summerwood Homeowners Association, Inc. prior to construction.

TEN: No house trailer or mobile home, or habitable motor vehicles of any kind, school buses, trucks (other than "pick-ups"), boats, boat trailers or commercial vehicles, or any vehicle of any kind containing commercial printing or signs, shall be kept, stored or parked overnight, either on any street or on any lot, except within enclosed garages, carports, or to the rear of the dwelling.

ELEVEN: No dwelling or residence shall be erected which has an exterior finish of concrete blocks, cinder blocks, slag blocks, or other similar masonry blocks unless said blocks shall be stuccoed or otherwise faced so as to conceal same or designated in a manner acceptable to and approved by the Summerwood Homeowners Association, Inc. The same material utilized for the exterior and roof of the residence shall also be used for the garage or any other structure erected on the premises.

TWELVE: No single family structure shall be permitted on any lot having a ground floor area of the main structure, exclusive of porches, carports, breezeways, or garage, of less than 950 square feet for a one story building or less than 500 square feet on the ground floor for a building of more than one story.

THIRTEEN: No livestock or poultry shall be allowed on the lots. No stagnant water, refuse, garbage or any other unsanitary condition conducive to the breeding of mosquitoes or flies or that may be otherwise prejudicial to public health, shall be maintained or permitted.

FOURTEEN: That the Summerwood Homeowners Association, Inc. specifically reserves the right to require that plans and specifications therefore be submitted to and approved in writing, by said Association, or by a committee, to be known as the Architectural Control Committee, consisting of two persons appointed by Summerwood Homeowners Association, Inc. in writing. Failure of Summerwood Homeowners Association, Inc., or the said Committee to act on any such plans and specifications thus submitted for a period of thirty (30) days shall constitute automatic approval of the same for these purposes.

FIFTEEN: No tree or any trees growing on the lots shall be cut down or destroyed except with written permission of Summerwood Homeowners Association, Inc., which permission shall in every case be granted where necessary for the erection of a residence or permissible outbuilding.

SIXTEEN: No satellite dish shall be erected or located on subject lots except in the rear yard.

SEVENTEEN: No exterior alteration, addition, or color change shall be made until the plans and specifications showing the nature, kind, shape, height, material content, and location of the same shall have been submitted to the Architectural Control Committee and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography.

EIGHTEEN: Enforcement shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant, either to restrain violation or recover damages; action may be brought by the Summerwood Homeowners Association, Inc. or any property owner.

NINETEEN: These restrictive covenants shall apply only to those lots shown on the plat referred to in the preamble of these restrictions and shall not be construed as affecting any other property owned by Summerwood Homeowners Association, Inc. except such other property as may be subject to these restrictive covenants by separate writing.

IN WITNESS WHEREOF, SUMMERWOOD CORPORATION, has caused this instrument of restrictive covenants to be executed in its name by T. D. BULWINKLE, as its official act and deed, and its official seal affixed this 18th day of December, 1986.

SUMMERWOOD CORPORATION

IN THE PRESENCE OF

Patricia W. Daugh
Patricia W. Daugh

T. D. Bulwinkle

STATE OF SOUTH CAROLINA
COUNTY OF

BEFORE ME personally appeared the undersigned witness and made oath that (s)he saw the within named SUMMERWOOD CORPORATION, by its duly authorized officer, T. D. BULWINKLE, sign, seal and as its act and deed, deliver the written instrument; and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Patricia W. Daugh

Sworn to before me this 18th
day of December, 1986.

Patricia W. Daugh
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 6/9/92

Dandra S. Summer, Atty
P.O. Box 427
Boone Creek, SC. 29446