

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS

WHEREAS, Greengate, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of South Carolina, with its principal place of business in the City of Columbia, State and County aforesaid, is the owner of certain lots of land as shown on plat prepared for Greengate, Richland County, near Columbia, S.C., by Palmetto Engineering Company, Columbia, S.C., dated November 24, 1971, revised March 21, 1973, and revised April 5, 1973, for the subdivision known as Greengate, to be recorded in the office of the Clerk of Court for Richland County; and

WHEREAS, Greengate, Inc., desires to impose restrictions on said lots for residential purposes except any portion on said plat designated “Reserved”, which reserved portion may be used as determined by Greengate, Inc., its successors or assigns;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Greengate, Inc., does hereby impose by this Declaration conditions and restrictions on all of the lots shown on the plat described hereinbefore, except any portion thereof designated “Reserved” on said plat, as follows:

1. No structure shall be erected on said lots other than one single-family dwelling and detached or attached garage of similar design, including servant’s quarters, if desired; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family. No open carports will be allowed and all garages which open onto any street must have doors. Driveways or walkways running to the curb of any street must be of concrete or brick composition.
2. No noxious or offensive activity shall be carried on upon said lots nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No hogs, goats, poultry, cows or horses shall be maintained on said lots, and nothing shall be done or any condition permitted on said lots which shall pollute the water of any lake, stream or pond in or near Greengate, Inc. No trade or business shall be carried on upon any lot.
3. No trailer, tent, shack or other like structure (except servants room or rooms in or over a garage appurtenant to a completed dwelling) shall be used at any time as a residence on any of said lots or be permitted or erected on said lots. No temporary garage, garage apartment or structure shall be erected on any lot.
4. An easement is reserved unto the grantor herein over five (5’) feet along each side line of each lot and over the front five (5’) feet and rear ten (10’) feet of each lot for utility installations, utility rights-of-way and maintenance thereof, as well as drainage rights-of-way and maintenance thereof. A ten (10’) foot easement is also reserved for rights-of-way and maintenance of any sewer lines which cross the property described.
5. All sewage disposal shall be through the sewer lines and plant to be provided by Greengate, Inc., and no septic tank shall be permitted except by separate agreement of the seller and approval of the State Board of Health. The developers, Greengate, Inc., or a separate corporation organized for said purpose, plan to supervise the operation of the sewer system until it may be taken over by a sewer district or other competent authority. A sewer connection charge, as permitted by the Public Service

Commission of South Carolina, will be required at the time of each tap and a reasonable monthly sewer fee, as permitted by the Public Service Commission of South Carolina will be charged. Each residence shall also be assessed a monthly fee for street lighting.

6. No building, fence, or other structure of any kind shall be erected, placed or altered on the said lots until the building, plans, specifications, design and plot plan showing the location of the building, fence, or structure on said lots have been approved by the grantor herein, in writing, as to conformity in size, type and quality, and as to harmony of design with existing structures in the area, and as to location of the building, fence, or structure with respect to topography and finished ground elevation; provided, further, that no one-story dwelling containing less than 1,800 square feet, exclusive of open porches, carports, porticos and garages, shall be approved and no two-story dwelling containing less than 1,300 square feet, exclusive of open porches, carports, porticos and garages on the main floor and 800 square feet on the second floor shall be approved; and provided, further, than any tri-level dwelling shall have a minimum of 1,300 square feet on the main floor, and 800 square feet each on the second and third levels, exclusive of open porches, carports, porticos and garages. It is further provided that, regardless of design, no dwelling on any lot which abuts or fronts on any lake shall be less than 2,000 square feet, exclusive of open porches, carports, porticos and garages.
7. No dwelling shall be closer than 25 feet from the property line on the street or road right-of-way upon which it fronts or faces, and no dwelling shall be closer to the side boundary line than 10 feet on all of said lots except, however, that in blocks or areas or on lots which vary in depth, width or shape, the building lines under such circumstances shall be established by the grantor, its successors or assigns, in its discretion and in such cases the grantor, its successors or assigns, may vary the side line or front set back lines to conform to harmonious design or shape and location of said building on said lot or lots of irregular shape. On rectangular lots, the conditions and restrictions contained herein shall be construed to be for the benefit of Greengate, Inc., its successors or assigns, which reserves a right to modify the same at will so long as said modifications do not vary the side line or setback lines contained herein by more than twenty-five (25%) per cent. For the purpose of interpretation of the covenants and conditions and restrictions contained herein, no projecting eaves, porches or steps shall be included in ascertaining the distance from a street or property sideline; provided, further, that any garage or outbuilding located on the rear one-half of any said lot may be located not closer than five (5') feet to the side property line.
8. No lot referred to herein shall be subdivided or reduced in size without the written consent of Greengate, Inc. In the event that more than one adjoining lots be owned by one owner and such owner erects one dwelling on such combined lots, the restrictions as to the side lot lines shall be construed to apply only to the outside property lines of the combined lots so owned.
9. In the case of a corner lot, the foregoing setback line from the street and side street line shall not apply and a specified set back and side street line shall be imposed in the deed of Greengate, Inc., conveying such lot.
10. If any lot hereinabove described borders on or includes any portion of the land under a pond or lake, then the grantee's use of the pond or lake shall be limited strictly to recreational purposes, and in the event of any damage to the dams after the year 1975, the cost of repairs shall be borne by the bordering property owners of the lake or pond on a pro-rated front foot basis. The use of motor including electrically or battery

- powered boats on any of the lakes or ponds is to be prohibited. No docks or other structures extending into the lakes or ponds shall be permitted.
11. It is understood and agreed upon between the parties hereto that the hereinabove-described property is sold as is and grantor shall not be responsible for the installation or maintenance of storm drains, control of surface water, or maintenance of any streets, dedicated to Richland County after said streets have been dedicated to the County.
 12. No "Sale" or "Rent" signs, or other billboards of any kind shall be permitted on this property, except in cases of hardship one "For Sale" sign, not larger than 2 feet by 3 feet may be installed where there is a dwelling house for sale on the property. This restriction shall not apply to real estate agencies of Greengate's choice in the original sale of a residence on said lots.
 13. No clotheslines, exposed garbage containers or other unsightly objects are to be erected or used on the property.
 14. No trucks or commercial vehicles or commercial equipment of any kind are to be garaged or stored on the lots.
 15. Unless changed, as hereinabove set forth, these covenants, restrictions and conditions shall be appurtenant to and run with the said premises and shall be binding on all parties and all persons claiming under them until the first day of January, 1998, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the owners of the majority of the lots, it is agreed to change said covenants in whole or in part.
 16. If the parties hereto, or any of them, or their successors, heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violations.

WITNESS the Hand and Seal of Greengate, Inc., by N. Welch Morrisette, Jr., its President, and Joseph L. Jenkins, its Secretary, this 2nd day of July, 1973

Richland County Zoning Ordinances (26-173), received July 5, 2017 from Earl Hudgins, Code Enforcement Officer, Richland County:

- (f) *Parking of recreational vehicles, boats, and travel trailers.*
 - (1) *Travel or camping vehicles:* Not more than one (1) travel or camping vehicle, per family living on the premises, shall be permitted to be parked on a lot in any residential zone. The vehicle shall not be parked in the required front or side yard nor shall any such vehicle be parked or stored in front of the principal structure on a residentially zoned lot. The vehicle shall not be occupied temporarily or permanently while it is parked or stored, except in an authorized recreational vehicle park.
 - (2) *Boats or travel trailers:* No boat or travel trailer shall be stored in any required front or side yard of any residentially zoned property nor shall any boat or travel trailer be stored or parked in front of a principal structure on a residentially zoned lot.