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State of South Carolina

2001 JAN -4 AM 9:03

AMENDED AND RESTATED
RESTRICTIVE COVENANTS
TROTTERS RIDGE

County of Dorchester

LINDA T. NESSERVY
DORCHESTER COUNTY, SC

WHEREAS Spectra Development, Inc. previously executed and duly filed of record certain Restrictive Covenants for Trotters Ridge Subdivision dated and filed in Book 607, at Page 120 on April 3, 1989 in the RMC Office for Dorchester County;

WHEREAS the undersigned representing two thirds (2/3) or more of the property owners of Trotters Ridge desire to amend the above stated Restrictive Covenants;

KNOW ALL MEN BY THESE PRESENTS that the real property known as Trotters Ridge Subdivision situate in the County of Dorchester, State of South Carolina, as shown on the plat by Penolia A. Van Buren, RLS, entitled "TROTTERS RIDGE SUBDIVISION, DORCHESTER COUNTY, SOUTH CAROLINA," hereinafter more fully referred to, does hereby declare that the lands described below shall be subject to the Amended and Restated Restrictive Covenants and Conditions herein set forth below:

NOW, THEREFORE, in consideration of the mutual benefits to be deprived from the Restrictive Covenants set forth below:

KNOW ALL MEN BY THESE PRESENTS that the undersigned hereby covenants and agrees on behalf of itself and its successors and assigns with all persons and legal entities who shall hereinafter purchase any of the property known as Lots 1 through 83, as shown on a plat entitled "TROTTERS RIDGE SUBDIVISION, DORCHESTER COUNTY, SOUTH CAROLINA", prepared by Penolia A. Van Buren, RLS, dated February 3, 1988 and recorded in the Office of the Clerk of Court for Dorchester County, in Plat Book (Cabinet) F, at Page (Slide) 385, their heirs, successors and assigns; that said lots shall be subject to the following Restrictive Covenants.

1. RESIDENTIAL PURPOSES ONLY

No lot shall be used nor occupied for other than strictly residential purposes (except as specifically allowed herein), and no form of combined business and residential use shall be made of any building or lot, including the storage or parking, either temporarily or permanently, of any commercial equipment or vehicles on any lot or on any street adjacent to any lots, provided, however, that vehicles with company logos or signs shall be permitted so long as such vehicles shall not exceed a 1 1/2 ton classification or have more than two (2) axles. No structure shall be erected, placed, altered, or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots.

2. SETBACKS

No portion of any dwelling may be located nearer than twenty-five (25') feet to the front property line or any street, (except on corner lots, 15' minimum to one street line only), nor nearer than ten feet on the side lot lines, nor nearer than twenty-five (25') feet to any rear lot line, except that said front lot line restrictions shall not apply to overhangs, steps, patios, cornices, verandas, piazzas, portals, porches, entranceways and similar portions of residences. If any owner shall elect to use more than one lot for one residence, the

boundary line formerly existing shall be regarded as non-existing for the purpose of determining the side setback of the structure. The setback and side-yard requirements of this section may be altered or waived in part or entirety so that a house may be located facing either street or the corner, upon written approval by the Trotters Ridge Homeowners Association, but in no event shall any structure be closer than five feet from any property line.

3. REDIVISION OF LOTS

No lot shall be divided, rearranged, or altered so as to result in said lot having less frontage or less total square foot area than prior to said subdivision, rearrangement or alteration, but any lot may be divided among adjoining lots in any desired proportion; **PROVIDED**, such provision is approved by the Trotters Ridge Homeowners Association and said adjoining lots together with all portions of the lot so divided shall henceforth be deemed and treated as one lot respectively.

4. MINIMUM SQUARE FOOTAGE

No residence erected on Lots 1 through 83 shall have less than fifteen hundred square feet of living space, exclusive of open porches and garages. Rooms over garages, though completely finished, shall not be included in the square footage.

5. EASEMENTS

Grantor reserves easements unto itself, its successors and assigns, for installation and maintenance of utilities and drainage facilities over the rear five feet of each lot, and five feet along each side lot line on said lots, in addition to any other easements shown on said plat. Within these easements, no structure, planting, fences, nor other materials shall be placed nor permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements on each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

The Trotter Ridge Homeowners Association reserves the right to assign this easement to a purchaser of land, an affiliated company, utility company, or a governmental entity. Should any lot owner inappropriately utilize an easement, by any planting or any improvements, the expense for the possible destruction, removal, relocation, etc. within the easement shall be at the sole expense of the lot owner.

6. COVENANTS RUN WITH LAND

These covenants are to run with the land and shall be binding on all parties and any persons claiming under them for a period of thirty years from the date of this instrument after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by fifty-one (51%) percent of the members of the Trotters Ridge Homeowners Association has been recorded terminating these covenants or any part thereof. Provided, however, that if a governmental authority or municipality having jurisdiction over the area enacts and enforces zoning, building codes or ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.

7. ENFORCEMENT

Enforcement shall be by proceedings, at law or in equity, by the Trotters Ridge Homeowners Association and/or any persons owning a residence on any lot shown on the hereinfore mentioned Plat, either to restrain violation and/or to recover damages, in law or

in equity shall have the right to recover both reasonable attorney fees and court costs from the Defendant if the Defendant is found to be in violation of these restrictions.

8. INVALIDATION

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

9. TEMPORARY MODULAR AND MOBILE STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, dog pen, barn, nor other outbuilding erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently. Trailers and shacks for storage of construction equipment and materials may be located on a lot temporarily during construction. No person shall park and/or maintain on any lot any "mobile home", residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used, except for recreational travel trailers. No person shall park or maintain on any lot a three axle or larger motor vehicle. No boats and/or boat trailers and/or campers or travel trailers shall be parked or kept in front of the front corners of any house on any lot in said subdivision.

10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned Plat, the owner and/or his heirs, successors and assigns agree to pay South Carolina Electric and Gas Company, or any successor electric utility company regulated by the South Carolina Public Service Commission, a monthly charge, plus applicable State to South Carolina Sales Tax, for operation and maintenance of a street lighting system, if same shall be requested. The owner and/or his heirs, successors and assigns also agree to pay all dues and assessments as required by the Trotters Ridge Homeowners Association.

11. NO SIGNS NOR SIGN BOARDS

Except as set forth herein, no commercial signs nor sign boards of any description shall be displayed on any lot with the exception of those reading "For Sale" or "For Rent" or appropriate signs of any Realtor who may handle the property. However, in no event can any sign exceed six square feet.

12. EXTERIOR MATERIALS

All plans for residence and/or other structures to be located on any lot, including the location upon the lot, shall be approved in writing by the Trotters Ridge Homeowners Association. All residences and outbuildings shall be of brick veneer, wood, stone, stuccoed masonry or solid vinyl. No other materials may be used upon the outside of any residence or outbuilding. If not approved or disapproved within thirty days from receipt of all plans and specifications, such plans shall be automatically acceptable. Plans and specification to be submitted to the Trotter Ridge Homeowner Association are to be delivered in person or by certified mail. No other method of delivery shall be accepted. No exterior color changes shall be permitted for any home on any lot unless said color changes shall have been submitted and approved by the Trotters Ridge Homeowners Association. In the event any homeowner shall elect to have a storage building or other outbuilding incidental to residential use, the outbuilding shall not be permitted or allowed to remain on any lot unless the exterior thereof shall be of the same color as the main dwelling, the outbuilding shall compliment the architectural style of the main residence and the exterior materials shall be of the materials described above.

13. DAMAGED RESIDENCES OR OUTBUILDINGS

Should any residence or outbuilding be damaged by fire, explosion, or Act of God, said residence and/ or outbuilding shall be fully restored to its former appearance within six months, or shall be torn down and all rubble and debris removed from the lot in like period. The Trotters Ridge Homeowner Association reserves the right to itself to enter upon said lot and take, at the owner's expenses, the necessary action to correct such situation and cleaning of lots.

14. INDIVIDUAL SEWERAGE DISPOSAL SYSTEM

No individual well and/or sewerage disposal system shall be permitted on any lot, except wells, pumps and pipes placed solely on an owner's lot for the purpose of irrigation or other household use not involving human consumption. Any wells, pumps and/or pipes placed on an owner's lot for the purpose of irrigation or other household use shall be completely submerged below the level of the ground pumps or pump houses shall be allowed or permitted to remain on any lot.

15. LOT AND BUILDING MAINTENANCE

Each lot owner on which a residence shall have been constructed shall at all times maintain his lot in a neat, clean, well-kept condition. Brush and grass shall be cut back sufficiently to maintain an attractive appearance. Painting or other appropriate external care of all buildings and other improvements shall be done in a manner and with such frequency as is consistent with safety and good property management. In the event that any lot is maintained in violation of the above requirements, the Trotters Ridge Homeowners Association reserves unto itself, the right, after five days written notice to the owner, to enter any lot for the purpose of correcting such condition, the cost of such correction to be at the expense of the lot owner. No live trees with a diameter of more than six inches, measured at four feet above ground level, may be cut without permission of the Trotters Ridge Homeowners Association.

16. NUISANCES

No noxious nor offensive trade nor activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The definition of noxious or offensive trade or activity shall include, but not be limited to, such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperable vehicles other than those vehicles proved to be in regular use by the lot owner, etc., maintaining any sort of open air storage or appliances such as stoves and refrigerators. A vehicle shall be considered stored and inoperable if it shall be unroadworthy for a period of time exceeding two weeks, or is not registered as required by the State of South Carolina.

No animals, reptiles, worms, rodents, birds, fish, livestock or poultry shall be raised, bred or maintained on any lot, except that dogs, cats, fish, birds inside bird caged and other domestic pets may be kept as household pets within any structure upon a lot, provided they are not kept, bred or raised therein for commercial purposes. No pets shall be allowed to run loose; when off the property of the owner, they must be on a leash or lead and under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or enclosed area. The Trotters Ridge Homeowners Association reserves the right to reasonably set and alter the number of pets which may be maintained by a lot owner.

The Trotters Ridge Homeowners Association is bound by no representation touching nor affecting the property which is not expressly set forth herein, and nothing contained shall be held to impose any restriction, limitation, condition or easement upon any land in

the Development, other than the specified lots which are laid out and shown on the Plat hereinabove described.

17. ERECTION AND TYPE OF FENCES

No fences shall be erected enclosing the front portion of any lot, except decorative fences of three feet in height or less, and any fence on the rear portion of any lot shall be not less than four feet in height at its lowest point and not more than eight feet in height at its highest point. No fence shall be permitted on any lot unless previously submitted and approved by the Trotters Ridge Homeowners Association. Removal of fences not approved by the Trotters Ridge Homeowners Association shall be at the expense of the owner of the lot erecting or permitting the erection of such unapproved fence. For purposes herein "the rear portion of any lot" shall be defined as that area commencing at the rear corners of any house and extending to the rear lot lines. If a fence shall be erected over an easement on any lot, it shall be at the risk and expense of the owner if said area shall be needed for easement purposes (see clause 5). No wire or metallic fencing, including chain link fencing, shall be approved or allowed to remain on any lot. The construction side face of the fence must face the interior of the lot.

18. MAILBOXES AND STANDS

All mailboxes and stands must be of substantially the same size, material and appearance as approved by the Trotters Ridge Homeowners Association.

19. FREE STANDING ANTENNA

No ham or CB radio antenna, or other free standing antenna, will be permitted upon a lot; only a normal TV receiver attached to the home causing no static, picture distortion or other interference to other homes' reception and shall be for the purpose of reception and not transmission.

20. DRIVEWAYS AND PARKING

At the time of house construction, each builder shall install an asphalt or concrete driveway from the edge of the street pavement to the garage, carport, or turning area for a minimum width of nine feet. No vehicle shall be parked or left on any street in the subdivision overnight. All vehicles shall be parked on a driveway or in a garage.

21. SWIMMING POOLS

Swimming pools shall not be nearer than five feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two feet above the established lot grade. Prior to construction of a swimming pool, all plans therefore shall have been approved by the Trotters Ridge Homeowners Association.

22. DISPOSITION OF TRASH AND OTHER DEBRIS

Trash, garbage, or other waste shall be kept only in sanitary containers. No owner shall permit or cause any trash or refuse to be kept on any portion of a lot other than in receptacles customarily used therefor which, except on the scheduled day for trash pickup, shall be located only in a garage or patio. At all other times such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot, except building materials during the course of construction for a period not to exceed 180 days (commencing from day one of the first delivery of any such materials) for any approved structure, unless such materials are screened from view in a manner approved by the Trotters Ridge Homeowners Association. During the course of construction, sited are to be kept free of unsightly accumulation of rubbish and scrap materials, and trailers,

shacks and the like are to be kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind, shall be permitted on any lot.

23. CLOTHES LINES

No permanent clothes line and/or clothes line poles shall be erected or maintained on any lot. Temporary, portable, professionally designed lines may be utilized during drying only, the same shall be collapsed, removed from the ground or its foundation immediately after drying, and shall be stored out of sight of any home; such temporary use shall occur only in the rear of any house as defined herein.

24. OUTBUILDINGS

Any homeowner desiring to locate on his lot any outbuilding covered by the Restrictive Covenants shall first submit the plans for same, including scaled size, elevation, foundation, details for plumbing and/or wiring, if any; location scaled on a plat and landscaping details prior to any construction, fabrication or installation. All submission shall be made to the Trotters Ridge Homeowners Association at the address provided in the restrictions, and all approvals or denials shall be provided in writing by the Trotters Ridge Homeowners Association. If said plans shall neither be approved nor denied within thirty days after receipt thereof, such proposed outbuilding shall be deemed to have been approved as submitted in the event said submissions shall not violated any clause in these Restrictive Covenants as to materials and design.

25. CONSTRUCTION TIME REQUIREMENT

Any home, outbuilding and/or landscaping, on any residential lot within the subdivision shall be completed in every exterior detail within nine months from the commencement of said construction. Failure to meet the within time frame shall be construed as a direct violation of these Restrictive Covenants.

26. DELIVERY OF PAPERS AND INSTRUMENTS

All papers and instruments required to be filed with, or submitted to the Trotters Ridge Homeowners Association, shall be delivered personally, or sent by certified mail to the offices of the Trotters Ridge Homeowners Association as defined in their Constitution and By-Laws.

27. EXISTING VARIANCES

Any existing approved permanent variances from these amended and restated covenants shall not be considered a violation of the same, but shall be accepted as a permitted variance for that lot owner, his heirs and assigns.

28. AMENDMENTS

These Amended and Restated Restrictive Covenants may be amended by written consent of two-thirds (2/3) of the property owners.

In witness whereof, the undersigned have executed the same, that the 23rd day of December, 1999.

(Attached herein.)