

acc 11
Indigo II
33 LOTS

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

RESTRICTIVE COVENANTS
INDIGO RIDGE
PHASE II

TO ALL WHOM THESE PRESENTS SHALL CONCERN, Joseph L. Tamsberg, Jr., d/b/a/ Tamsberg Properties hereinafter designated as the "Developer" SENDETH GREETING:

WHEREAS, Joseph L. Tamsberg, Jr., d/b/a/ Tamsberg Properties is the owner of a development known as INDIGO RIDGE PHASE II situated in the County of Dorchester and State of South Carolina, and as Developer has agreed to establish a general plan of development of INDIGO RIDGE PHASE II as shown on a plat thereof by Trico Engineering and Surveying, Inc., S.C. R.L.S., dated December 3, 1990, which plat is of record in the office of the Clerk of Court for Dorchester County, in Plat Book (cabinet) H at Page (Slide) 89.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS, That in consideration of the premises that Joseph L. Tamsberg, Jr., d/b/a/-Tamsberg Properties, hereinafter referred to as the "Developer" for itself and its Successors and Assigns, agrees with all persons, firms or corporations, acquiring any of the lots as shown on the plat hereinabove described to impose the following conditions, covenants and restrictions hereinafter collectively referred to as "Restrictions" relating to the use or occupancy of said lots, which said restrictive covenants are to be construed as covenants running with the title to the lots, as shown on the plat hereinabove referred to, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the acquiring parties or person:

RESTRICTIONS

1. Description of Property Restricted. The property which is made subject to these restrictions are those numbered lots which constitute the subdivision known as INDIGO RIDGE PHASE II and shown on a plat by Trico Engineering and Surveying, Inc., dated December 3, 1990 and recorded in the Office of the Clerk of Court for Dorchester County, S.C. in Plat Book (cabinet) H, at Page (slide) 89. The numbered lots and blocks which constitute INDIGO RIDGE PHASE II and are subject to these restrictions are as follows:

<u>LOTS</u>	<u>BLOCK</u>
Lots Numbered 10-25 and 27	B
Lots Numbered 41-57	A

2. Residential Use of Property. All lots shall be used for residential purposes only and no structure shall be erected, placed, altered or permitted to remain on any lots other than one single family dwelling, and any accessory structures customarily incident to the residential use of such lots.

3. Building Setback Requirements. The minimum setback requirements for homes in Blocks A and B shall be as follows: No building shall be located on any lot nearer to the front lot line than eighteen feet (18'). No building shall be located nearer the rear yard lot line than ten feet (10') or nearer to a side lot line than three feet (3'). Regardless of the three (3') feet minimum side yard requirement, all houses on adjacent lots must have a minimum separation of fifteen (15') feet.

Minimum Setbacks For Lots in Blocks A and B

Front yard setback	18 feet
Rear yard setback	10 feet
Side yard setbacks	3 feet (Minimum 15' between houses)

The following additional provisions concerning setbacks shall apply:

(i) Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the Developer's intent that setbacks shall be staggered where appropriate so as to preserve important trees.

(ii) Swimming Pools. Swimming pools shall not be nearer than six (6) 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 (2) feet above the established lot grade.

(iii) Walls and Fences. Boundary walls may be erected and hedges grown but not higher than three (3) feet from the street right-of-way to the minimum building setback line. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the minimum building setback line to the rear of the property. No fence may be construction within ten (10) feet of the front corners of any building. Fences must be constructed of wood or masonry materials. No chain link fences are allowed.

(iv) Minor Deviations. Any deviations from the minimum building setback requirements set forth herein, not in excess of 10% thereof, shall not be construed to be a violation of said building setback requirements. Setback provisions herein prescribed, may be altered by the Developer, whenever in its sole discretion, the topography or configuration of any lot in said subdivision will so require.

(v) Subdivision of Lots. No portion of any lot shall be sold or conveyed except in the case of a vacant lot the same may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lots combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

(vi) Porches, Eaves, and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as part of the structure.

(vii) Exteriors. No dwelling shall be erected in the said subdivision having an exterior finish of asbestos shingles, concrete blocks or cinder blocks, unless said blocks are designed in a manner acceptable to the Developer. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other accessory structures erected on the premises.

(viii) Corner Lot Setbacks. On corner lots the front lot lines shall be considered the shorter of two property lines along the intersecting streets.

4. Dwelling Area Requirements. No dwelling shall be located on any lot where the living areas of the main structure, exclusive of open porches, garages, carports and breezeways shall contain less than the following square footage:

<u>Lots</u>	<u>Minimum Dwelling Areas Required</u>
Block A	One Thousand (1,000') square feet
Block B	One Thousand (1,000') square feet

5. Completion of Construction. The exterior of all homes and other structures must be completed within six (6) months after the

date of 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 calamity, unless otherwise extended by the Developer or its designated representative.

6. Obstructions to View at Intersections and Delivery

Receptacles. (a) The lower branches of trees or other vegetation in sight line approach to any street or street intersections shall not be permitted to obstruct the view of same. (b) No receptacle of any construction or height for the receipt of mail, newspapers, or similar delivered materials, shall be erected or permitted to remain between the front street line and the applicable minimum building set back line; provided, however, that this restriction shall be unenforceable insofar as it may conflict with regulations, now or hereafter adopted, of any governmental agency.

7. Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, mobile home, recreational camper vehicle, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently, provided this paragraph shall not be construed to prevent the Developer from using sheds or other temporary structures during periods of construction on any of the aforesaid lots.

8. Livestock. No animals, livestock, or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon.

9. Sign Boards. No sign boards shall be displayed except "For Rent" and "For Sale", which signs shall not exceed 2' x 3' in size. No more than two signs shall be displayed on one lot at the same time.

10. Antennae. No radio or television transmission towers or antennae shall be erected within the restricted property. Only the customary receiving antennae which shall never exceed ten (10) feet in height above the roof ridge line of any house shall be allowed. No satellite dish antennae shall be installed or allowed to remain on any lot.

11. Mobile Homes, Trailer, Trucks, School Buses, Boats, Boat Trailers. No house trailer or mobile home shall be occupied or stored on any lot. Other habitable mobile vehicles, motor homes, camper trailers, school buses, trucks (other than pickups), or other commercial vehicles, boats or trailers shall not be kept, stored or parked overnight, either on any street or any lot, except within enclosed garages, carports or the rear of a permanent dwelling.

12. Prohibition of Commercial Use. No trade or business of any kind or character nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business, or profession, shall be permitted upon any of the land, as shown upon the said Plat. The use by a builder of one or more constructed homes as a model home or model home sales office shall not constitute a prohibited use.

13. Unightly Materials. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles or similar unightly items shall be allowed to remain on any lot. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or similar garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any weeds,

underbrush or other unsightly growth, then the Developer, or its successor, may enter upon such property five days after posting a notice thereon, requesting the owner to observe this paragraph, and upon entry, remove all such unsightly items or growths at the owner's cost. No such entry shall be deemed a trespass. Developer's notice shall be sufficient, if it states in substance: "Please remove this unsightly item or growth: (Describe here) within five days or Developer shall do so at your expense. You are violating the Restrictions." Developer shall have a lien on the subject property for any such costs until paid in full by the owner.

14. Changing Elevations. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect the surface grade or drainage of surrounding lots.

15. Wells. No individual water supply system shall be permitted except for irrigation, swimming pools, or other non-domestic use.

16. Easements. An easement on each lot is hereby reserved by the Developer for itself and its Successors and Assigns along, over, under and upon a strip of land three (3') feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, hereinabove referred to. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future and utility service lines to, from, or for each of the individual subdivision lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, the Developer reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved, without first obtaining the prior written consent of the Developer, provided, however, local service from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents therefor from the Developer.

17. Street Lighting Assessment. Each resident lot owner will be assessed a proportional monthly charge for street lighting service as prescribed by the South Carolina Public Service Commission.

18. Windsor Hill Plantation Parkway Annual Maintenance Assessment.

(a) PURPOSE OF ASSESSMENT. The primary access road from Ashley Phosphate Road for each lot in INDIGO RIDGE PHASE II is by the Windsor Hill Plantation Parkway. The Developer has covenanted with other owners of tracts of land which have access from the Parkway for the payment of an annual assessment for the creation and continuation of a maintenance fund to be known as the Windsor Hill Plantation Parkway Maintenance Fund. Each lot in INDIGO RIDGE PHASE II is subject to this maintenance assessment and each owner, by the acceptance of a deed subject to these covenants is, deemed to covenant and agree to pay an annual assessment for the Windsor Hill Plantation Parkway Maintenance Fund.

Maintenance Association, Inc., (a non-profit organization organized by the Developer), its pro rata share of the estimated annual cost of maintaining the entranceway signs and the annual landscape maintenance of the Windsor Hill Plantation Parkway. Each year the association shall prepare a budget based on actual reasonable bids for such maintenance and repair work. Copies of the annual budget will be available at the office of the Association which initially shall be the Developer's place of business located at 126 Meeting Street, Charleston, South Carolina.

(c) DUE DATE OF ASSESSMENT: The assessment herein imposed shall be delinquent when it is not paid within 60 days after its due date. In the event legal action is commenced by the Association to collect such delinquency all attorney's fees and court costs in connection with such legal proceedings shall be paid by the owner in addition to any delinquent assessments. The record owner and any subsequent purchaser shall be jointly and severally liable for past due assessments. It shall be the responsibility of subsequent purchasers to ascertain whether payment has been made and settle any credits due with his predecessors in title.

(d) DEVELOPER/OWNERS SHARE OF INITIAL MAINTENANCE ASSESSMENTS: (1) During the initial development of the acreage using the Windsor Hill Plantation Parkway for access, the Developer shall annually pay one-half of the entrance sign and the landscaping maintenance costs herein assessed. The remaining one-half shall be divided proportionately between the owners of tracts conveyed by the Developer. For example: If the estimated annual cost of maintenance and landscaping is \$5,000 and an owner owns 10 acres of a total of 100 acres conveyed by the Developer then the Developer shall pay \$2,500, and the owner of 10 acres shall pay 5% of the annual costs, and the owners of the remaining 90 acres conveyed by the Developer shall pay 45% annual maintenance costs.

(2) At such time as the Developer has conveyed more than one-half of the acreage available for development along or utilizing the Parkway for principal access to Ashley Phosphate Road, the assessment percentage paid by the Developer shall then be in direct proportion to the Developer's remaining acreage held for development. The determination of such remaining acreage shall be made by a survey with certification by a South Carolina Land Survey as to the amount of such remaining acreage.

(3) In no case shall any owner be assessed more than one percent (1%) of the annual maintenance assessment for each acre owned. For example: The owner of five acres subject to the Parkway maintenance assessment shall have a maximum assessment not in excess of 5% of the annual cost for maintaining the signs and landscaping.

(e) (1) WINDSOR HILL PLANTATION PARKWAY MAINTENANCE ASSOCIATION, INC. The Developer covenants and agrees that the authority and responsibility for maintaining the entranceway signs and the beautification of the Parkway shall be vested in a non-profit corporation which will be organized by the Developer and is to be known as Windsor Hill Plantation Parkway Association, Inc. The organization of that corporation and the selection of the initial directors or trustees shall be the responsibility of the Developer and the Developer reserves the right to select the directors or trustees of such corporation.

(e) (2) ASSOCIATION VOTING RIGHTS: The corporation shall have three (3) directors. The directors shall be elected annually with the first election after initial organization shall be held on

March 1, 1988. The by-laws of that corporation may be amended by a vote of one-half of the eligible votes plus one and cumulative voting for directors shall be permitted. The by-laws shall provide that each owner of a tract containing one or more acres shall be allotted one vote for each acre owned and one vote for each partial acre owned. No owner of a tract containing less than one acre shall be entitled to vote in the corporation.

(e) (3) VOTING RIGHTS FOR SUBDIVIDED TRACTS: The by-laws shall provide that the owner of a tract containing one acre or more shall be allotted one vote for each acre and one vote for each partial acre owned in the election of the directors of the corporation. Owners of subdivided tracts consisting of parcels which contain less than one acre may join with the other owners in such tract to form a voluntary homeowners' association. These votes may be cast by the owners forming a voluntary association provided that notice of the formation of the association is furnished to the Secretary of Windsor Hill Plantation Parkway Maintenance Association, Inc. not less than fifteen (15) days prior to the election of directors and certification is furnished the corporation from this association that it represents more than one-half of the owners who have given due notice of the organization and that all such owners have been furnished due notice of the organization of such voluntary association. In that event the owners association of INDIGO RIDGE PHASE II shall have the right to cast SEVEN (7) votes in the election of the directors.

Such owners association shall also assume the duty of collecting and paying the annual maintenance assessment to Windsor Hill Plantation Parkway Association, Inc.

(e) (4) CALCULATION OF ASSESSMENTS FOR INDIGO RIDGE PHASE II LOTS: The annual assessment on INDIGO RIDGE PHASE II shall be calculated as if it contained SEVEN (7) acres. Each owner of a lot therein shall be assessed $\frac{1}{32}$ nd of the assessment proportionate to 7 acres. Notice of this assessment shall be given to each owner in INDIGO RIDGE PHASE II by the Association together with a fee of Five Dollars (\$5.00) for the cost of preparing and forwarding such notices, unless the voluntary association of owners of INDIGO RIDGE PHASE II is created and assumes the duties of collecting the assessment from the 32 owners of such subdivision. Notwithstanding the foregoing, the annual assessment per lot shall not exceed Ten (\$10.00) Dollars through 1987, and shall not increase more than the percentage increase of the Cost of Living Index for all Urban Consumers each subsequent year. If the Department of Labor ceases to publish the applicable Cost of Living Index, the maximum increase per year shall be ten (10%) percent of previous year's assessment.

(f) WAIVER OF ASSESSMENT UPON GOVERNMENTAL AGENCIES: The Windsor Hill Plantation Parkway Maintenance Assessment shall not apply to any lot, the title to which is vested in the Secretary of Housing and Urban Development or the Administrator of Veterans Affairs or any other federal or state governmental agency or body which acquires title by reason of the agency's guaranty or insurance of a foreclosed mortgage or loan, provided, however, that upon the resale of such property by such agency, the assessment herein provided shall again commence and accrue and shall be fully applicable to such lot upon the conveyance by such agency.

19. Applicability. The foregoing restrictions, conditions, and covenants are not applicable to any lands owned by the Developer in Dorchester County or elsewhere, other than the lots as shown on the Plat, hereinabove referred to, and which are expressly made subject to these restrictions. Nothing herein contained shall impose upon the Developer either directly or indirectly, or by implication or

otherwise, any of the restrictions, conditions or covenants herein set forth upon any lands now owned by the Developer or which may hereafter be acquired by the Developer either contiguous or in close proximity to any of the aforementioned lots. It is expressly declared that the Developer reserves to itself the right to declare or not to declare such restrictions, covenants and conditions upon such other lands as it in its sole discretion may determine.

20. Violation. If any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation owning any of said lots or having any interest therein, to prosecute any proceeding at law or in equity against the person firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages or other dues for such violation.

21. Modification. These covenants and restrictions may be altered, modified, cancelled or changed at any time by the written consent of those persons or corporations owning a majority of the lots shown on the plat referred to above.

22. Approval of Plans by Developer. During the development phase of the lots described in paragraph one no construction, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be commenced without obtaining the prior written approval of the Developer as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, one complete sets of building plans and specifications must be submitted to the Developer at its place of business which on the date of execution hereof, is 126 Meeting Street, Charleston, S.C. 29401. The Developer shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans.

23. Duration. These covenants are covenants running with the land and shall be binding for a period of thirty (30) years from the date of their recording, after which time they shall automatically renew and extend themselves for success of ten (10) years periods unless they are otherwise altered, modified, cancelled, or changed by the written consent of those persons or corporations owning a majority of the lots as shown on the plat referred to above.

WITNESS my Hand and Seal, this 9th day of January in the year

of our Lord, One Thousand Nine Hundred and Ninety.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Robert M. Lach

Abraham D. Lutting

BY:

Joseph L. Tamsberg, Jr.
d/b/a/ Tamsberg Properties

Personally appeared before me the undersigned witness, who on oath states that (s)he saw the within named Joseph L. Tamsberg, Jr., d/b/a/ Tamsberg Properties sign, seal said instrument and as its act and deed, deliver the same and that (s)he with the other witness above subscribed witnessed the execution thereof.

John M. Lockie
WITNESS

SWORN to before me this 17th day
of January, 1991

Sharon D. Fetter (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES June 24, 1991