

State of South Carolina)

Restrictive and Protective Covenants

)

COOKS COVE

County of York)

FILED FOR RECORD 05/23/2006
AT 02:16:57PM BOOK 08055 PAGE 00195
David Hamilton - Clerk of Court
York County Courthouse
Instrument Number: 000294215

WHEREAS, The undersigned is the owner and holder of the real property herein described and:

WHEREAS, said owner is desirous of having the property developed in the best manner possible as a single family restricted subdivision and is desirous of imposing upon said property hereinafter described Restrictive and Protective Covenants in order to benefit any and all person who may own or hereafter acquire or occupy any portion of said land.

DESCRIPTION

See Exhibit "A" Attached hereto

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT, that the undersigned for itself, its successors and assigns, for and in consideration of the premises and the mutual covenants does hereby restrict the above described tract of land in the manner herein below set forth:

1. The property hereby conveyed shall be used for single family residential purposes only. Said property shall not be used for business, commercial, industrial, condominiums, apartments or other multi-family residential uses. Not more than one single family residential home site shall be constructed upon each lot. Further, no sales or exchange of goods or services shall be conducted from the property, whether for profit or not, and no activity, including the manufacture, assembly, distribution, or other processing of goods or raw materials shall be conducted, nor shall there be any activity which is not permitted by the applicable ordinances of York County for the zoning district in which the property is located. No storage or placement of raw materials, equipment, supplies, or items used in any trade or business shall be allowed on the property, nor shall there be any disposition of waste, equipment, vehicles or other items which are the unused by-product of any activity which is not permitted upon the property.

2. No mobile or modular home, or structure having the characteristics or appearance of a mobile or modular home, shall be located upon the property. All dwellings constructed upon the property shall be site built, using non-componentized materials. For the purposes of this requirement, the state and federally accepted definitions of mobile (or manufactured) and modular homes shall prevail.

3. All BUILDINGS and OUTBUILDINGS erected upon the property shall be constructed of new materials of good grade, quality and appearance, and shall be constructed in proper, workmanlike manner, conforming to all applicable building codes. Further, all dwellings must meet the following requirements:

- a. One story dwellings shall be not less than 3000 square feet of heated living area.
- b. Two story dwellings shall be not less than 3600 square feet of heated living area.
- c. One and one half story dwellings shall be not less than 3300 square feet of heated living area.
- d. No building shall be erected unless it is completely underpinned with solid brick, brick or stone covered block, or stucco covered foundation.
- e. Roofs, except for dormers, shall be of not less than eight (8) inch pitch, and not less than 12 inch overhang, and shall be covered in asphalt shingles, terra cotta tile, pre-painted corrugated metal roofing, wood shingles, or fiberglass shingles.

- f. Exterior surfaces of **any** building shall be stucco, brick, stone, wood, composite, or shingle siding only. Vinyl may be used as trim, but not cover more than 10% of exterior surface.
- g. Exteriors of all houses and structures must be completed within one year after the commencement of construction
- h. Only one OUTBUILDING per tract is allowed. Any outbuildings (whether storage building or detached garage) shall be veneered with brick, stone, wood or stucco to match the house. Color of storage building or garage shall match the siding or trim of the main house. Placement of the storage building or detached garage must be behind the residence and screened from view from street and adjacent property owners by location or landscaping. Storage building or garages must use similar shingle to the main house. Garages or storage building shall not exceed 900 square feet in size. Plans for and location shall be approved in accordance with paragraph 4 below.

4. Approval of Plans. Construction shall not commence upon any lot unless and until the plans and specifications including (but not limited to) site location, elevation, building products, exterior color of the DWELLING and/or any OUTBUILDING to be built upon said lot shall have first been submitted to and approved by Pinewood of Lake Wylie, LLC or its successors and assigns. Pinewood of Lake Wylie, LLC has the right to ask for specifications not expressly mentioned above. Pinewood of Lake Wylie, LLC has the right to refuse plans for any reason it deems fit. Pinewood of Lake Wylie, LLC, its successors or assigns has the right at anytime to declare the necessity for "Approval of Plans" to be null and void and of no further force and effect

5. Approval of Tree Removal Plans. Tree removal shall not commence upon any lot unless and until the plans for tree removal have first been submitted to and approved by Pinewood of Lake Wylie, LLC or its successors and assigns. Once site approval has been obtained and clearing approved no live trees greater than four inches in diameter at a height of four feet from the ground can be removed without approval from Pinewood of Lake Wylie, LLC or its successors and assigns. . Pinewood of Lake Wylie, LLC, its successors or assigns has the right at anytime to declare the necessity for "Approval of Tree Removal Plans" to be null and void and of no further force and effect.

6. No noxious or offensive trade or activity shall be carried on upon the property or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No substance, thing, or material shall be kept upon the property that will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of the surrounding property. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the property or in any residential dwelling or outbuilding except that dogs, cats, or other household pets may be kept or maintained provided they are not kept, bred or maintained for commercial purposes.

7. No buildings or site improvements shall be erected within fifty (50) feet of the official Duke Power Company project boundary for Lake Wylie, except access structures which connect the property improvements to waterfront or water access facilities for the subject property which have been properly constructed and permitted by Duke Power's Land Management officials. All shoreline improvements, stabilization or other activity within this fifty-foot setback shall comply with all Duke Power and York County requirements for such construction.

8. No property shall be allowed to have denuded areas which are not protected from offsite drainage of sediment by appropriate silt fencing (as specified by county standards), and no denuded areas shall be allowed to remain, in the absence of the ongoing construction of a dwelling, for a period of more than thirty days, without being stabilized by grassing, plantings, or other soil stabilization measures. All construction activities on any dwelling or accessory structure shall be completed within twelve months from issuance of the building permit for same, and any unstabilized soil surrounding a construction site shall be stabilized within thirty days after completion of the associated structure.

9. No temporary residences or buildings of a temporary nature shall be allowed to remain on any lot.

10. Satellite dishes must be 18" or less. No freestanding radio or television towers or antennas shall be allowed to remain on any lot.

11. No FENCES or WALLS may be erected nearer the front lot line of a lot than the front face of the dwelling. Fences or walls constructed on the property shall not be greater than six (6) feet in height. Fences or walls shall be constructed of wood, ornamental wrought iron or aluminum, brick or stone. Chain link and vinyl fencing are specifically prohibited. Prior to commencement of installation of any fencing, Owner shall submit type and place to declaring in accordance with paragraph 4 above.

12. Any swimming pool shall be located behind the rear wall of the residential dwelling and must be screened from view of adjoining property owners by means of landscaping or attractive screening material.

13. No trucks larger than three-quarters ton (3/4), no tractor trailer rigs (as a unit or individual components thereof), and no buses shall be parked or stored on any tract or street except in the normal course of making deliveries or providing services to the tract. Any recreational vehicle unit, boat, trailer, or camper trailer must be parked so as to be screened from the adjoining property.

14. No lot shall be subdivided by sale or otherwise as to reduce the lot area shown on the map, except adjacent property owners may make a small adjustment to lot lines between themselves (not to exceed 10% of lot size).

15. Pinewood of Lake Wylie, LLC reserves the option to repurchase any unimproved lot (lot without a residence) during the first twelve months following the initial sale by Pinewood of Lake Wylie, LLC to a Purchaser. The option, exercisable within 30 days after written notice to Pinewood of Lake Wylie, LLC by Purchaser of intent to sell such unimproved lot (lot without a residence), shall be at the same purchase price as originally sold by Pinewood of Lake Wylie, LLC to Purchaser.

16. In the event two or more lots are combined into one lot for the purpose of building one residence thereon, the resulting lot shall be considered one lot thereafter under these Restrictive Covenants.

17. Pinewood of Lake Wylie, LLC hereby reserves unto itself and any successors in title, a ten-foot easement extending into the subject lot from all side property lines for utility, drainage or any other improvements which may be required by public or private authorities. Further, a fifteen (15) foot easement for the same purposes shall be retained along any right of way upon which the property has a boundary.

18. No owner of said property shall have any claim or cause of action against Pinewood of Lake Wylie, LLC, its affiliates or its licensees arising out of the exercise or non-exercise of any easement or other right reserved hereunder or referred to herein except in cases of wanton or willful misconduct. No delay or failure on the part of Pinewood of Lake Wylie, LLC to invoke an available remedy in respect to a violation, of any provision contained herein or referred to herein shall be held to be a waiver by Pinewood of Lake Wylie, LLC of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.

19. TERM. 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 twenty-five (25) years from the date these covenants are

EXHIBIT "A"

All those certain pieces, parcels or lots of land located in Bethel Township, York County, South Carolina being more particularly shown and described as Lots 1-5; 44-48 on Final Subdivision Plat of Cooks Cove by CBS Surveying & Mapping, Ted W. Beverly, SCRLS, dated March 15, 2006, said plat being recorded on April 14, 2006 in Book D93, Page 5, Office of the Clerk of Court for York County, South Carolina.