

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

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DAVID HAMILTON
CLERK OF COURT

RESTRICTIVE AND PROTECTIVE COVENANTS

Alter Recording Said To:
Carroll M. Pitts, Jr.
Robinson, Swainson & Pitts, P.A.
P.O. Box 1111
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WHEREAS, the undersigned is the owner and holder of the real estate hereinafter described, and

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

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

Description

All those certain pieces, parcels or lots of land located on Allison Creek Road and Tiger Paw Lane in Ebenezer Township, York County, South Carolina, being shown and designated as Lots 1 - 19 on plat of property of Allison Creek Estate Subdivision by Anthony E. Manes, SC RLS, dated January 23, 1997. Said plat being recorded in Book A224, Page 2, Office of the Clerk of Court for York County, South Carolina, and incorporated herein by reference.

RESTRICTIONS

1. LAND, SIZE, USE AND BUILDING TYPE. No lot shall be used except for residential or recreational purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half stories in height.
2. DWELLING SIZE. The main structure shall consist of no less than 2,000 square feet of heated floor area for single family dwelling, not including basement area. All 1 1/2 or 2 story homes must contain 2,400 square feet.
3. BUILDING LOCATION. The set backs for any structure shall be in conformity with the standards required by the County of York and the aforesaid plat, and any additional set backs established by BWB Investments, a North Carolina General Partnership, for a particular lot.
4. MOBILE HOMES AND MANUFACTURED HOMES AND RELOCATED AND MODULAR HOMES PROHIBITED. No homes may be relocated to any lot. No modular homes, mobile homes or manufactured homes shall be permitted on any lot.
5. CONSTRUCTION. All construction shall be completed within one year from start of construction. All construction sites shall

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be kept in a clean, orderly condition.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. ABANDONED AUTOMOBILE. No abandoned automobile shall be placed or allowed to remain upon any lot. Any abandoned automobile is defined as an automobile upon which current license plates have not been obtained and displayed within ninety (90) days of the date for which current license plates are required and properly insured.

8. TEMPORARY STRUCTURES AND OUTBUILDINGS AS RESIDENCE. Temporary structures and outbuildings may not be used on any lot at any time as a residence, either temporarily or permanently. Temporary structures shall include, but not be limited to, trailers and tents. Outbuildings shall include, but not be limited to, shacks, garages, boathouses and barns.

There shall be allowed a specific exception for a garage/apartment combination, which shall be allowed as a residence for a period of three years prior to the completion of construction of a residence described in restrictive covenant #2, above, and the plans for which have been approved as provided in restrictive covenant #9.

In the event that construction of the residence described in restrictive covenant #2 shall not have been completed within 3 years from the completion of construction of the garage/apartment combination, residential use of such garage/apartment combination shall cease until the date of completion of construction of the residence described in restrictive covenant #2.

9. RECREATIONAL STRUCTURES. Recreational structures such as piers, patios, screened gazebos or the like, as well as structures for the storage of recreational equipment, and the use of such structures, including the permanent docking of boats at such piers, shall be permitted, with or without the construction of a residence described in restrictive covenant #2, provided the plans for such structures have been approved as described in restrictive covenant #9.

10. ANTENNAS, SOLAR PANELS AND POWER LINES. No television, radio receiver, satellite disks larger than 36" in diameter, transmitter or other antennas larger than 36", solar panels and related equipment which are at all visible from any street, Lake Wylie, or any adjoining lot will be permitted without written approval from WBW Investments, a North Carolina General Partnership. All telephone, electric and other wires of all kinds running from the poles or transmission cables located within the utility easements to any building, dwelling or other structure must be installed underground.

11. ANIMALS, LIVESTOCK, ETC. 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.

12. APPROVAL OF PLANS. Construction shall not commence upon any lot unless and until the plans and specifications for the dwelling and other improvements to be built upon said lot shall

have first been submitted to and approved by WBW Investments, a North Carolina General Partnership or its successors and assigns.

WBW Investments, a North Carolina General Partnership, its successors and assigns reserves the right to designate in writing a committee of one or more persons to act on its behalf. Anyone serving on this committee shall be an owner of property in the area herein restricted. WBW Investments, a North Carolina General Partnership, 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.

13. SUB-DIVIDING LOT. Sub-division of any lot into two or more lots is absolutely prohibited.

14. RECOMBINATION OF LOTS. 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.

15. PARKING OF BOATS, ETC. Excluding the waterfront property line boats, boat trailers, boat riggings, campers or similar movable property shall be parked or placed within the applicable building setback lines.

16. POOLS, OUTBUILDINGS, STORAGE BUILDINGS, SATELLITE DISHES, FENCES, MAILBOXES. Pools, outbuildings, storage buildings, satellite dishes or similar structures shall be located within applicable building setback lines. No chain link type fences shall be allowed. All mailboxes installed on the said lots shall be of a type approved by WBW Investments, a North Carolina General Partnership, its successors and or assigns.

17. WATER & SEWER SYSTEM. Each building erected on any lot in the area affected hereby, which is intended for human habitation and use, shall be connected to a DHEC approved waste water system.

18. UPKEEP. All residences and other buildings must be kept neat, clean and in good repair, and must be painted when necessary to preserve the attractiveness thereof.

19. SIGNS. No signs other than real estate sales related signs may be placed on any lot or street right of way at any time.

20. BUSINESS OR COMMERCIAL USE. No lot may be used for any business or commercial use.

21. PIER. WBW Investments, a North Carolina General Partnership, reserves to itself, its successors and assigns the right to grant final approval of any pier location extending into Lake Wylie to protect adjacent lot owner's view or access.

22. HOMESITES. Homesites shall be within the indicated "building area" as shown on plat of subdivision recorded in Book _____, at Page _____.

23. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

24. AMENDMENT. These restrictive covenants may be modified, amended or deleted at any time and from time to time upon the

written agreement of the title owners of 12 of the 19 lots covered by these restrictive covenants. In the event of joint ownership of any lot, the signature of any one of the joint owners of such lot shall be sufficient written agreement as to such lot.

25. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

26. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this the 16 day of June, 1997,

WBW INVESTMENTS, a North Carolina
General Partnership

By: [Signature]

In the Presence of

[Signature]
[Signature]

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

PROBATE

PERSONALLY appeared before me The Undersigned Witness
and made oath that he was present and saw the within named
Randy J. Biles of WBW Investments, a North
Carolina General Partnership sign, seal and as the act and deed of
the Corporation, deliver the within written Restrictive and
Protective Covenants; and that he with
Carroll M. Pitts Jr witnessed the execution
thereof.

[Signature]

SWORN to and subscribed before
me this 16 day of June, 1997.

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 4/18/2000