

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) DEED TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Carriage Hill Lakes Partnership, a South Carolina General Partnership, hereinafter Called Grantor, in consideration of Five (\$5.00) Dollars and other valuable consideration to the Grantor in hand paid at and before the sealing of these pre- sents by the Grantee(s) hereinafter named, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the following named Grantee(s), to wit:

[Enter Name]
THEIR HEIRS AND ASSIGNS:

All that certain piece, parcel or lot of land known as Lot *[Lot no.]* in Carriage Hill Lakes, Phase *[Phase No.]*, containing *[acreage]* acres, more or less, situate, lying and being on the *[physical description, north side of Carriage Lake Drive]* about one mile north of Lexington, in the County of Lexington, State of South Carolina, and shown on a plat thereof prepared for Carriage Hill Lakes Partnership by Whitworth & Associates, Registered Land Surveyors dated September 8, 1988, recorded in the Office of the Register of Mesne Conveyances for Lexington County in Plat Book _____ at page ____, and having such boundaries and measurements as will more fully appear by reference to said plat.

Deed Derivation: Record Book XXXX at Page YYY
TMR being: Portion of [XXXX—YY—ZZ]
Grantee's address: *[Enter address]*

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, RIGHTS, RESTRICTIONS, USES, COVENANTS, RESERVATIONS AND EASEMENTS:

(1) No structure shall be erected or placed on said lot other than one single family dwelling and attached or detached garage or carport of similar design. 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; provided, however, a house may contain an apartment for a member of the immediate family of the owner-occupant of said house or a garage apartment located on the lot may be occupied by a member of the immediate family of the owner-occupant. No building, fence, basketball goal, dock, gazebo or any other structure of any kind shall be begun, erected or placed on said lot until the building plans, specifications, design and plot plan showing the location of such building, fence, basketball goal, dock, gazebo or structure on the lot in question have first been approved by Grantor or Grantor's nominee or some other person or persons designated by the grantor in writing (see paragraph twenty- five (25) hereof) as to conformity in size, type and quality, and as to harmony of design with the proposed or existing structures in the general area, and as to location of the building, fence, basketball goal, dock, gazebo or structure with respect to topography and ground

elevation; also, all plans and budget for landscaping said lot are to be approved in writing by grantor, or his nominee, as aforesaid. The approval or disapproval as required in these covenants shall be in writing. In the event the Grantor, or his nominee shall fail to approve or disapprove within thirty days after plans and specifications have been submitted to the Grantor, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(2) Mailboxes, entrance gates, fences, lights and all other streetscapes must conform to the design standard established by Grantor or his nominee following the procedures set forth in Paragraph One (1).

(3) All trees with a diameter of six (6) inches or more to be removed must be marked and approved by the Grantor or Grantor's nominee (see Paragraph Twenty-five (25)). To enhance the quality and harmony of the general area the Grantor or Grantor's nominee can deny the removal of any tree which is not located within the perimeter of the house. A tree survey at the grantee's expense will be required.

(4) No dwelling shall be erected on said lot with less than [*Phase I: 1900, Phase II: 2,800, Phase III and IV: 2,100*] square feet of floor space exclusive of basement, attic, porches, garage or carport; nor shall said dwelling as herein above defined cost less than [*Phase I: \$90,000.00, Phase II: \$130,000, Phase III and IV: \$105,000*]. All garage doors shall be kept closed except when the garage is in specific use.

(5) No building, other structure or any improvement shall be located on said lot within _____ feet of the sidelines and _____ feet of the front and rear lines.

(6) The lot may not be subdivided or reduced in size.

(7) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out—building shall be used on said lot as a residence either temporarily or permanently

(8) No livestock, poultry or other animals shall be kept on said lot except household pets, which pets shall not be used or bred for commercial purposes. Household pets shall not be allowed to run loose, but must be maintained on said lot.

(9) No noxious or offensive activity shall be carried on upon said lot. Residents shall not use powered two and three wheeled vehicles in a manner which will disturb other residents.

(10) Perpetual easements for drainage and for installation and maintenance of gas, electricity, telephone, water, sewer and other utilities are reserved unto the Grantor along each side line and the rear line of said lot fifteen (15') feet in width and along the road side of said lot fifteen (15') feet in width.

(11) No lot nor any part of any lot shall be used as a street without the written consent of Grantor or Grantor's nominee.

(12) No sign shall be erected on said lot or posted on any building except one "For Sale" or "For Rent" or "Sold" signs which shall not exceed two feet by three feet in dimension. A "sold" sign shall not remain on the lot for longer than ten (10) days after a

contract has been executed to sell the lot.

(13) No concrete block shall be exposed above grade which is visible on the exterior of any building nor shall any building be constructed of asbestos shingles or like material.

(14) All driveways shall be paved from the street to the point where the driveway ends at the dwelling on said lot, to be of concrete or asphalt material of good quality and properly installed, to be done prior to the occupancy of said dwelling. Driveways shall be engineered so that they drain properly on the roadway and shoulder. Any damage done by the general contractor or subcontractors to the roadway or shoulders during construction will be the responsibility of the lot owner.

(15) All camping buses, panel trucks, school buses, or boats, trailers or camping equipment and similar non- self- propelled vehicles shall be parked or stored in a manner so that they are not located within the restricted area described in Paragraph Five (5) hereof and shall be shielded from view.

(17) No satellite dish or like device can be located on the lot. All exterior television, radio and like antennas must be approved by Grantor or Grantor's nominee.

(18) Maintenance and general upkeep of the lot and improvements is required. If the appearance of the lot and improvements begins to lower the quality and harmony of the subdivision, the Grantor or Grantor's nominee has the right to subcontract the needed maintenance and upkeep required. The lot owner will bear these expenses. The Grantor will notify lot owner in writing and give lot owner fifteen (15) days to rectify any problems and if lot owner fails to act within 15 days, the Grantor or Grantor's nominee has the right to subcontract maintenance and general upkeep for the lot owner.

(a) Construction of the house should take no longer than twelve months. The time period shall start when the foundation or basement is dug and end when the later of these two occurs: exterior of the house is complete or the landscaping of the lot. A penalty of \$1,000.00 per month will be assessed, payable to Carriage Hill Lakes Homeowner's Assoc., Inc. if the above provisions are not met.

(b) At all times during construction there shall be located on the lot trash cans and other suitable containers and areas for disposing of debris. **The owner must see that his general contractor and subcontractors keep the construction site clean at all times.**

(19) No firearms, pellet guns, sling shots or BB guns may be fired or used on any lot or in any street in Carriage Hill Lakes.

(20) Grantor or Grantor's nominee may proceed to enjoin or to take other legal steps against Grantee(s), Grantee(s)' heirs and assigns, to prevent the violation or attempted violation of any provisions of this deed. Grantor is under no obligation to institute any such proceedings, although Grantor reserves the right to do so.

(21) These covenants and restrictions 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 and restrictions are recorded, after which time said Covenants and restrictions shall be automatically extended for successive periods of ten years each unless an instrument is signed by the Grantor or Grantor's nominee

and the Grantee(s), Grantee(s) heirs and assigns, agreeing to change said covenants in whole or in part.

(22) Nothing in these covenants or restrictions shall be construed as requiring Grantor to bear any expense as to any activity or installation conducted, required or imposed with respect to any land acquired from Grantor. Grantor is expressly under no obligation to provide or install any utilities within any part of the subdivision.

(23) Grantor or Grantor's nominee reserves the right to change the restrictions contained in Paragraph Five (5) above, for the unintentional violation of same, but such change shall not exceed twenty (20%) per cent of such building line restrictions.

(24) These covenants and restrictions may be revised, revoked, substituted, amended, modified or otherwise altered by the Grantor or Grantor's nominee and the Grantee(s), Grantee(s)' heirs or assigns.

(25) Grantor hereby names Robert P. Wilkins, Jr. as Grantor's nominee. If for any reason he is unable or unwilling to serve, the following are named as substitutes in the order named: Rose T. Wilkins, Robert P. Wilkins, Sarah Ruth Wilkins and Rose Anne Wilkins. Grantor further reserves the right to revoke this designation and to name some other person or persons in writing.

(26) Invalidity 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.

(27) The Grantee(s) herein, by acceptance and recordation of this deed expressly agrees to abide thereby, and further acknowledge and agree that the same shall run with the title to the property hereby conveyed and shall be binding upon the Grantee(s) and the Grantee(s)' heirs, successors and assigns. .

This conveyance is also made and accepted subject to the terms, conditions, rights, restrictions, uses, covenants, reservations and easements contained in that maintenance easement from Carriage Hill Lakes partnership to Carriage Hill Lakes Homeowners Assoc., Inc., Dated _____ 1988, recorded in the Office of the Register of Mesne Conveyances for Lexington County in record book _____ at page _____ and the grantee(s) herein, by acceptance and recordation of this deed expressly agrees to abide thereby and further acknowledge and agree that the same shall run with the title to the property hereby conveyed and shall be binding upon the grantee(s) and the grantee(s)' heirs, successors and assigns.

This conveyance is also made subject to all restrictions and easements of record including any which may be shown on a recorded plat. It is also made subject to all zoning and other governmental regulations of the County of Lexington and any other governmental agency (local, state or federal).

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee(s), and the Grantee(s)' heirs and assigns, forever.

And the Grantor does hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular said premises unto the Grantee(s) and the Grantee(s)' heirs and assigns against the Grantor and the Grantor's successors and assigns.

WITNESS the Grantor's hand and seal this _____ day of _____, 1988.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CARRIAGE HILL LAKES PARTNERSHIP, A SOUTH CAROLINA GENERAL PARTNERSHIP

_____ by _____ its Project Coordinator

STATE OF SOUTH CAROLINA)) PROBATE)) COUNTY OF LEXINGTON))

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Grantor by its duly authorized officer named above sign, seal and as the Grantor's act and deed deliver the within Deed and that deponent, with the other witness subscribed above witnessed the execution thereof.

_____ SWORN to before me this _____ day of _____, 1988.

_____ (L.S.)

Notary Public for South Carolina My Commission expires :