

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

DECLARATION OF RESTRICTIONS

INDIAN FORK

KNOW ALL MEN BY THESE PRESENTS, that Indian Fork Development Co., Inc., a South Carolina Corporation, is the owner of the following real estate:

Lots 1A-6, 8-9B, and 11-14B, Block A, Lots 1-15, Block B, and Lots 1-10, Block C on plat of Indian Fork Subdivision by Civil Engineering of Columbia dated July 12, 1979, to be recorded in the office of the Register of Mesne Conveyances for Lexington County.

The said owner, hereinafter referred to as "the Declarant", does hereby impose upon said real estate the following conditions, restrictions, and reservations:

1. No structure shall be erected on any lot in the subdivision other than one permanent single-family dwelling and detached or attached garage of similar design, including servants' quarters, if desired; and 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. This shall not apply to any common lots.

2. No lot in the subdivision shall be subdivided or reduced in size without the written consent of the Declarant; provided, however, that lot owners or purchasers may acquire an additional adjacent lot or lots, or a portion thereof, for the purpose of adding said lot or lots, or such portion, to the lots already owned or purchased by them. In such case, where less than a full lot is involved, the portion of said additional lot shall become merged with and an integral part of the lot which is already owned or is purchased by the buyer of such additional lot, and subject to these restrictions as one lot. Provided, however, that 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 and drainage facilities within the areas provided hereinafter.

3. In order to maintain a high-level residential development, to assure that all houses and other structures are of appropriate size and are of harmonious design properly located in relationship to neighboring structures and adapted to the terrain of each lot, Declarant hereby retains full architectural control in order to achieve these objectives. Accordingly, no building, out-building, fence, wall, garage, piers, docks, or structures of any kind or alterations or additions thereto shall be erected or placed on any lot until the complete building plans, specifications, design, location, and builder/contractor of such improvements on the lot and sketch plan showing front and rear elevations, shall have been submitted to the Declarant, or a committee designated by it, for approval as to conformity of size, type, and quality, as to harmony with the topograph and existing structures. Such approval shall not be unreasonably withheld and shall be given or denied in writing within thirty (30) days of the submission of the required information for consideration. In the event the Declarant shall fail to approve such construction within thirty (30) days of submission of

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LEXINGTON COUNTY

plans, specifications and other required data, and in any event, if no suit to enjoin construction has been commenced prior to completion of such improvements, approval shall be conclusively deemed to have been granted.

4. No dwelling erected on any of the said lots shall have a ground floor area of less than fifteen hundred (1,500) square feet for a one-story dwelling, exclusive of open porches, porticoes and garages, not less than twelve hundred (1,200) square feet on the main floor and five hundred (500) square feet on the second level for a dwelling of more than one story; and provided further that any tri-level dwelling shall have a minimum of twelve hundred (1,200) square feet on the two main floors and not less than five hundred (500) square feet on the third level. The Declarant herein reserves the right to modify this restriction at will, such modification not to exceed twenty (20%) per cent of the combined square footage.

5. A community water system shall be supplied by Declarant and all property owners shall subscribe to the water service. Declarant reserves the right to control the use of water to household use only, with no watering of grass, washing of cars, etc., should water supply become critical. All sewerage disposal shall be by septic tank, meeting the approval of the State Board of Health and all septic tanks, drain field designs, and locations thereof must be approved by Declarant, until such time as public or state-approved private sewerage service is made available, at which time all sewerage disposal shall be by such sewerage service. Each lot shall be subject to a monthly utility charge to be made by the company or corporation operating any utility services as outlined above, as from time to time shall be approved by the South Carolina Public Service Commission. Each lot shall in addition be assessed a monthly fee for street lighting as prescribed by the South Carolina Public Service Commission. It is understood and agreed that Indian Fork Development Co., Inc., shall not be responsible for the maintenance of storm drains, control of surface water or maintenance of streets and roads after said streets and roads have been dedicated to the county.

6. The placement, design, type, and color of any mail box and its support must be approved by the Declarant, typical designs will be supplied upon request.

7. No building shall be closer than thirty-five (35) feet to the street or road upon which it faces, no building shall be closer to any side boundary line than fifteen (15) feet, and no building shall be closer to the 360-foot contour line of Lake Murray than fifty (50) feet on any of the lots herein referred to; provided, however, that on corner lots where houses are not built parallel or perpendicular to either street, no such house shall be closer than twenty (20) feet back from one of the streets on which it faces; and provided further that the Declarant reserves the right to vary all such setback lines at will.

8. No noxious or offensive activity or other thing shall be had or done upon any lot in the subdivision, and nothing shall be had or done thereon which constitutes or becomes an annoyance or nuisance to the neighborhood, or constitutes an unsanitary condition. No hogs, goats, poultry, cows, horses, or other such

animals shall be allowed or kept on any lot in the subdivision. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any such lot which shall constitute, cause, or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential section, or any condition permitted on any lot which shall pollute the water of any lake, stream or pond.

9. No tent, shack, trailer, bus, camper or motor home or temporary structure of any kind shall be erected, kept, had, or allowed at any time on any lot or parked on the street or road adjacent thereto; provided, however, that a camper or motor home may be parked in an enclosed garage where such recreational vehicle is not visible from the street, lake, or adjoining homes, and also provided such garage meets all requirements for buildings and improvements contained elsewhere in these restrictions. All rubbish, garbage, and trash shall be kept in closed cans or other suitable containers, which shall be placed and kept in such manner as to be out of sight from the street, lake, or neighbor's house. The lot, property, and premises shall be kept clean at all times. The Declarant, its successors or assigns shall have the right for appropriate Court action, to compel the immediate completion of any residences that have not been completed within six (6) months from the date of commencement of the construction or the removal of the incomplete structure from the premises.

10. An easement is reserved as shown on the recorded plat and over the front Seven and one-half (7-1/2) feet of each lot in the subdivision, seven and one-half (7-1/2) feet along each side line, fifteen (15) feet along the 360-foot contour line of Lake Murray of each lake lot, and twelve (12) feet along the rear of each lot that does not border on Lake Murray, for the purposes of construction, operation, and maintenance of utility installations and drainage facilities. Provided, however, that for lots whose rear property line borders on property which is not a part of this subdivision, the easement along the rear shall include the rear fifteen (15) feet. 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 of flow of drainage channels. Declarant reserves the right to claim additional easements for installation and maintenance of utilities.

11. No signs, billboards, or notices of offer to sell or rent shall be displayed on any lot except as approved by Declarant herein.

12. These restrictions shall run with the land and be binding upon all parties, persons, firms, or corporations claiming under them until July 31, 1999. Thereafter, said restrictions shall be automatically extended for successive periods of ten (10) years unless changed in part or in whole by written instrument signed by a majority of the then record owners of the lots.

13. If any person shall violate, or attempt to violate any of these restrictions, any person who shall own real property in the subdivision may enforce these restrictions by proceedings at law or in equity, to either recover damages or restrain such violation.

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

15. The Declarant reserves the right unto itself, its successors and assigns, to relocate, open, or close streets shown upon the recorded subdivision plat and also reserves the right to revise, resubdivide, and change the size, shape, dimension, and location of lots, and these restrictions shall be applicable to resulting lots, and the Declarant also reserves the right to amend these restrictions from time to time as it may see fit in the best interest of the subdivision; provided, however, that no such revision shall adversely affect the overall subdivision plan, this determination is to be made by Declarant, and no lot sold prior to such revision shall be deprived of that portion of any streets on which it bounds, nor shall it be deprived of access from the streets of the subdivision.

16. No dock or pier shall be constructed on or adjacent to any of said lots, over the waters of Lake Murray, unless the design and construction thereof shall have been approved by the Lake Management Department of the South Carolina Electric & Gas Company.

17. The Declarant imposes the within restrictions only upon the lots specifically described above and expressly declares that they do not and shall not apply to any other properties of the Owner adjacent to or in the vicinity of the restricted lots, and the Owner expressly reserves the right to use the unrestricted lots in any manner which it, in its sole discretion, deems best, and to impose or not to impose, appropriate restrictions on such other property as from time to time it may determine.

18. Notwithstanding any provision of the foregoing, the Declarant reserves the right to utilize one or more lots facing or adjoining the waters of Lake Murray for the purposes of providing access to said Lake for those persons who own lots within the subdivision or their invited guests, in addition to using said lot or lots for access, the Declarant, its successors and assigns, reserves the right to use said lot or lots for the purpose of parking boat trailers and other uses by owners of off-lake lots incidental to the use of the waters of Lake Murray for recreational purposes. No owner shall make any use of the common lot(s) that will in any way adversely affect the use by other property owners. The Declarant further reserves the exclusive right to make and enforce rules governing the ownership, use, control, and activities on the common lot or lots.

19. The term "Declarant" as used herein shall mean Indian Fork Development Co., Inc., and shall also refer to the successors and assigns of such corporation.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 19 day of July, 1979.

Witness:

[Signature]
[Signature]

INDIAN FORK DEVELOPMENT CO., INC. (Seal)

By: [Signature]

By: [Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

PROBATE

PERSONALLY appeared before me Janell C. Roof, who, being duly sworn, deposes and says that she saw Indian Fork Development Co., Inc., by Vivian George Lander, its President, and Karl Heinz Siller, its Secretary, sign, seal and execute and as its act and deed, deliver the foregoing Declaration of Restrictions for the uses and purposes therein mentioned and that she with J. E. Georgaklis witnessed the due execution and delivery thereof.

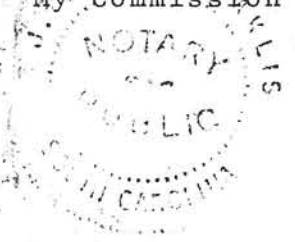
Janell C. Roof

Janell C. Roof

SWORN to before me this
20th day of July, 1979.

J. E. Georgaklis (L.S.)

J. E. Georgaklis
Notary Public of South Carolina
My Commission expires January 11, 1984



Recorded this 23rd day of July A.D. 1979 10:15 A.M.
EVELYN FAYE HAZEN, R.S.C.