1995-3510 Norman F. Sanders
P.O. Box 2946101
Moncks Corner, S.C.
29461-2901

FILED FOR RECORD
'95 SEP 14 PM 1 13

STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS
EUTAW SPRINGS SUBDIVISION

WHEREAS, South Carolina Public Service Authority (Santee Cooper) is the owner and developer of a tract of land known as **EUTAW SPRINGS SUBDIVISION** situate, lying and being in the County of Orangeburg, State of South Carolina, and more specifically shown on a plat entitled EUTAW SPRINGS SUBDIVISION (1995 SURVEY) prepared by Heaner Engineering Company, Inc., Edward S. Bartless, R.L.S. dated August 28, 1995, and recorded in the Office of the RMC of Orangeburg County in Plat Book 71-L on Page 164, to which plat reference is hereby craved for a more complete description; and

WHEREAS, it is the desire and intention of the South Carolina Public Service Authority to sell lots, offering for sale the lots as designated on the aforementioned plat, and to impress and restrict said lots with suitable and useful restrictions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the South Carolina Public Service Authority hereby makes the following declarations as to covenants, limitations, restrictions, and uses to which the lots constituting the above described subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this declaration of restrictive covenants and easements being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein.

Section 1. Use of Property. All lots designated with an "A"

BK620PG1109

shall be known and designated as single family residential lots and no structure shall be erected and/or used on the property herein above described for any other purpose than a residence, with the exception of outbuildings hereinafter set forth, and no form of combined business and residential use shall be made of any such buildings. Only one residence shall be permitted on each lot designated with an "A". Outbuildings may be erected on the property for storage. Lots designated with a "B" are subject to a Declaration of Easements and Restrictions as recorded in Orangeburg County. Any construction or placement of structures, buildings or other improvements on lots designated with a "B" must be in full compliance with said Declaration of Easements and Restrictions.

Section 2. Building Location. All buildings and their locations shall adhere to local county setback requirements. In addition, on interior lots, no building shall be located on any lot less than thirty (30) feet from the nearest street or road right-of-way. On waterfront lots, no building or outbuilding shall be located on any lot at a distance of less than seventy-five (75) feet from the maximum high water level or less than thirty (30) feet from the nearest street or road right-of-way, in addition to adhering to local county setback requirements. Setback provisions herein prescribed, may be altered by the South Carolina Public Service Authority whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require. For the purpose of this section, eaves, steps and open decks shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot or the easement areas reserved herein.

BK620PG1110

Section 3. Subdivision of Lots. None of the said lots shall be subdivided or its boundary lines changed from the location shown on the plat hereinabove referred to; provided, however, that this restriction shall not apply to a situation where, through inadvertent bona fide error or mistake in precise and exact calculation by surveyor and/or contractor, a permissible structure is erected either upon a lot line or so close to the same as to constitute a violation of Section 2 above; and the boundary line readjustment made necessary by such error or mistake is relatively minor, leaving the general layout of the subdivision as a result of such change, substantially unaffected; nor shall any portion of or any less than the whole or any one of said lots be sold or conveyed, except that any lot may be subdivided into portions, which portions shall be owned by the respective owners of the two adjoining lots on each side thereof so as to become parts thereof, PROVIDED, HOWEVER, that only one private detached single family dwelling or one permissible structure, with other permissible buildings, may be erected on the whole of the property thus combined into one lot. For the purposes of this provision, Lots "A" and "B" with the same numerical designation shall be deemed one lot.

Section 4. Offensive Activity and Animals. No noxious, illegal or offensive use of property shall be carried on on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or noncommercial, religious or otherwise, including day schools, nurseries, or church schools,

BK620PG1111

nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence.

No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growths or objects, shall be maintained or allowed on any lot. All fences and buildings shall be kept in a state of repair. All residences, garages, and accessory buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes.

Section 5. Building Size. Dwellings erected on any lot must contain a minimum of 1,000 square feet of heated and living areas exclusive of open porches, garages, carports and breezeways. No mobile home, trailer, or replacement for an existing trailer or mobile home shall be placed on the lot where the heated and living areas of the main structure, exclusive of open porches, garages, carports and breezeways is less than seven hundred twenty (720) square feet. The mobile home shall have permanent underpinning installed. Material used for the underpinning shall meet industry approved standards by mobile home manufacturers.

Section 6. Temporary Buildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any lot. No 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 use of sheds or

BK620PG1112

other temporary structures during periods of construction on any lots.

Section 7. Fences. No fence shall be erected on any lot where the height exceeds four (4) feet for solid, wooden, rail and split rail fences or five (5) feet for chain link fences. Heights for all fences are restricted to maximum allowed except where parallel to the immediate side of a dwelling or on that portion of a lot parallel to an existing lake access road. In such cases, a six (6) foot solid or semi-solid fence will be allowed adjacent to the immediate sides of a dwelling and a six (6) foot chain link fence on that portion of the lot immediately parallel to an existing lake access street. Shrubbery or plants, when used as a screen, shall not exceed a height of four (4) feet except where parallel to the immediate sides of a dwelling.

Section 8. Easements. An easement on each lot is hereby reserved by the South Carolina Public Service Authority for itself and its successors and assigns along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each front, side and rear lot line in addition to such other easements as may appear on the 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 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

BK 620 PG 1113

improvements for which a public authority or utility company is responsible. For the purpose of this covenant, the South Carolina Public Service Authority 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 South Carolina Public Service Authority, 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 South Carolina Public Service Authority. The South Carolina Public Service Authority reserves unto itself, its successors and assigns, an easement and right of ingress and egress over, upon, across and under each lot for the erection, installation, and maintenance of a drainage system, electrical equipment, telephone equipment, gas, power, sewer and water lines, other public utilities, and for the erection of privately owned cable television equipment. The South Carolina Public Service Authority shall retain this easement and right of ingress and egress only until such time as these utilities are installed.

Section 9. Approval of Plans. No structure of any kind shall be erected, installed, altered or maintained on any lot until and unless the completed design, plans, specifications and location have been approved in writing by the South Carolina Public Service Authority or its assignees. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a site

BK 620 PG 1114

plan, one complete set of building plans and specifications, must be submitted to the South Carolina Public Service Authority at its place of business which on the date of execution hereof, is Property Management Division, P. O. Box 2946101, Moncks Corner, SC 29461. The South Carolina Public Service Authority 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. The South Carolina Public Service Authority shall be entitled to stop any construction in violation of these restrictions so long as the South Carolina Public Service Authority owns any lot within the development known as Eutaw Springs Subdivision and shown on the Plat hereinabove referred to.

Section 10. Variances. The South Carolina Public Service Authority, its successors and assigns, are hereby authorized and empowered to grant reasonable variances from the provisions of these restrictive covenants in order to overcome practical difficulties and unnecessary hardships in the application of the provisions contained herein. All existing buildings on the property as of the date of this Declaration are declared to be in compliance; however, any modification thereto shall be subject to the review and approval process set forth herein.

Section 11. Lots Covered. Nothing herein contained shall be held to impose any restriction, condition, limit or easement upon any land of the subdivider other than the lots set out and shown on the Plat hereinabove referred to. Any lots sold or inconsistent with single family residential use prior to these restrictive covenants are excluded from restrictions contained herein.

BK620PG1115

Section 12. Duration. 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 thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of said lots and the South Carolina Public Service Authority, its successors and assigns have been recorded in the Office of the RMC of Orangeburg County, agreeing to change the said covenants in whole or in part.

Section 13. Enforcement. The South Carolina Public Service Authority or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictive covenants, conditions and reservations imposed by the provisions of this declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event an enforcement action is commenced under these Declarations, the prevailing party shall be entitled to all costs of such enforcement action, including reasonable attorneys fees.

Section 14. Costs and Fees. Should the South Carolina Public Service Authority employ counsel to enforce any of the restrictions herein by reason of the breach thereof, all costs incurred in such enforcement, including a reasonable fee for such counsel, shall be paid by the owner of subject lot in the event the South Carolina Public Service Authority is the prevailing party.

Section 15. Invalidation. Invalidation of any one of these covenants by judgement or court shall in nowise affect any of the other provisions which shall remain in full force and effect.

BK620PG1116

Section 16. Amendment. These restrictions can be altered, modified, cancelled or amended at any time by the written consent of the South Carolina Public Service Authority, its successors or assigns and majority of the lot owners of record.

Section 17. Agreement Binding. These restrictions shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors and assigns.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the South Carolina Public Service Authority has caused these presents to be executed this 8th day of September, 1995.

WITNESSES:

Norman F. Sanders

Pamela M. Gaskins

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

BY T. Graham Edwards
T. Graham Edwards
President & CEO

ATTEST Wm. Glen Brown
Corporate Secretary

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY CORPORATE SEAL 1934 SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
)
COUNTY OF Berkeley)

PROBATE

PERSONALLY appeared before me Norman F. Sanders and made oath that (s)he saw T. Graham Edwards its President and Chief Executive Officer and Wm. Glen Brown, Jr. its Corporate Secretary sign, seal, and as the act and deed of said South Carolina Public Service Authority deliver the within written instrument, and that (s)he with Pamela M. Gaskins witnessed the due execution thereof.

Norman F. Sanders

SWORN to before me this 8th day of September, 1995.

Pamela M. Gaskins
Notary Public for South Carolina
My commission expires: 7-1-2000

Recorded this 14 day of September 1995 in Deed Book 620 at Page 1109

RMC
ORANGEBURG CO., S. C.

BK620PG1118