(These covenants are provided as a reference only.)

SECTION TWO

TALL PINES PLANTATION

STATE OF SOUTH CAROLINA)
) RESTRICTIVE COVENANTS
COUNTY OF BERKELEY)

KNOW ALL MEN BY THESE PRESENTS that Harold Tyner Development Corporation, the owner of a subdivision near Ladson, South Carolina, Berkeley County, South Carolina, known as Tall Pines Plantation Subdivision, delineated on a plat of the property made by Harold J. Leamond, P.E. and L.S., dated June 14, 1974, and recorded in the Clerk's Office for Berkeley County on the 31st day of July, 1974, in Plat Book V, Page 59, hereby covenants and agrees as to the property shown on said plat, on behalf of itself, its successors and assigns, with persons who shall hereafter purchase lots in said subdivision, their heirs and assigns, as follows:

1. These convents are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2005. Thereafter, said convents shall automatically renew for successive 10-year periods unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of their heirs of assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning real property in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent such violation or to recover damages or other due therefor.

3. Invalidation of any one of these convents by judgement or court order shall not affect any of the other provisions, which shall remain in full force and effect.

4. All lots delineated on said plat shall be residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling not exceeding two stories in height, a private garage for not more than two cars, and other buildings incidental to residential use. No servant's quarters or rental units shall be erected or maintained in, over, or alongside the other building.

5. No building shall be locate on any lot nearer than thirty (30') feet from the front curbing, or nearer than five (5') feet to any side street line; all buildings, including garage or carport, shall be located at least five (5 ') feet from any side lot line and at least ten (10') feet from any side lot line of corner lots, and at least five (5') feet from the rear lot line. The front lot line for corner lots shall be determined by the subdividers. If an owner shall elect to use two or more lots for one residence, the boundary line between the lots so

used shall be regarded as non-existent for the purpose of determining the side line setback. The setback provisions herin prescribed may be altered by the subdividers whenever in their sole judgement the topography or configuration of any lot would so require. For the purpose of this covenant, eaves and steps located or situated on the street side of a residence shall not be considered as a part of the said residence, but nothing herein written shall be construed to permit any portion of a building to encroach upon another lot.

6. The lots subject to the within restrictions shall not be divided, nor shall less that the whole of any lot be sold or conveyed unless subdivided into two portions, which portions shall be owned by or conveyed to the respective owners of the two adjoining lots on each side, as to become parts thereof.

7. A six (6') foot (except as otherwise designated on the Plat) easement is reserved on, over, above and along each side of the property line and an additional six (6') feet along all property lines between lots (side lot lines), and six (6') feet along all front lot lines (along streets) for utilities and drainage, water and sewer installation and maintenance.

8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighbors.

9. No trailer, basement, tent, shack, garage, barn or other building or outbuilding placed or erected in the tract or on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any dwelling house be occupied unless fully completed.

10. No fence, wall, coping or hedge over thirty-six (36") inches in height shall be placed on that part of the lot between the front lot line or lines and the front line of the house or along the front lot line, excluding porches, unless such fence, wall, coping or hedge shall be approved by the subdivider or by its duly appointed representative:

    a. With respect to a corner lot, or any part of the area between the front building line and both streets, or on any part of the lot within five (5') feet of either street.

    b. With respect to any other lot, between the front building line and the street.

11. The same materials utilized for the exteriors and roof of the residence shall also be used for the garage, other structures or additions erected on the premise.

12. No dwelling shall be permitted on any lot at a cost of less than $9,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose to assure that all dwellings will be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of the porches, porte-cocheres, breezeways, or garages, shall be not less that Eleven Hundred (1100) square feet for a one-story dwelling, nor less than One Thousand Five Hundred (1500) square feet overall living space for a split-level or tri-level dwelling over all living space for a dwelling of two stories of more.

13. All sewage disposals shall be by connection of plumbing with the sewage line provided by the subdividers. In the event no sewage line is provided by the subdividers within 90 days after the construction of a dwelling has begun, sewage disposal may be by septic tank, subject to the approval of the State Board of Health.

14. No livestock or poultry shall be allowed on the lots, except house pets. No stagnant water, refuse, stale garbage or any other unsanitary condition conducive to the breeding of mosquitoes, flies, or that may be otherwise prejudicial to public health, shall be maintained or permitted.

    {Paragraph 15 shown as amended June 22, 1977 - Book C120, Page 81}

15. No sign boards of any description shall be displayed on the lots herein described, with the exception of signs "For Sale" or "For Rent", which signs shall not exceed two (2') feet by three (3') feet in size, and not more than two (2) "For Sale" signs or "For Rent" signs shall be on one lot at the same time, and the said subdivider, his agents, employees, heirs and assigns, shall have the right of approval of said signs, and should said developer, in its discretion, feel that said sign in aesthetically repugnant to the subdivision, then he shall, after giving due notice in writing to the person or company erecting said sign, reserve the right to enter upon the premises and remove from the lot any signs that either violate this provision of are not acceptable to the developer.

16. All dwelling shall be built with brick, stucco, teakwood, redwood or cedar shakes, or any combination of such materials.

17. All lots, upon completion of the dwelling, must have a yard lamp installed and that said lamp must be designed to add to the beautification of the lot and dwelling.

18. The subdividers have the exclusive right to alter or modify any of the restrictions contained herein, and upon application for such modification the subdividers shall record in the Office of the Clerk of Court for the Berkeley County appropriate amendments to these restrictions.

19. No structure of any kind shall be erected, installed, altered or maintained on any lot until and unless the complete design, plans, specifications, building materials and plot plan shall have been approved in writing by the subdividers. All plans must be approved or disapproved in writing by the subdividers within 15 days after they have been submitted, otherwise the plans shall be deemed to have been approved.

20. The subdividers are bound by no representations touching or affecting the property which are not expressly set forth herein, and nothing contained herein shall be held to impose any restrictions, conditions, limitation or easement upon any land of the subdividers other than the lots laid out and shown on the plat herein above referred to.

21. All utility easements along back property lines must be kept free and clear of fences, building, poles or obstructions of any type or of any nature that would interfere with ingress and egress of the Utility Company for installation and maintenance of the utility plant.

22. All papers and instruments required to be filed with or submitted to the subdividers shall

be delivered personally or sent by Registered Mail to Harold Tyner Development Corporation, Post Office Box 153, Goose Creek, South Carolina, or to its acknowledged successor.

23. All lawns in the subdivision will be kept neat and trim and at no time will the height of the grass on these lawns and yards exceed six (6") inches.

24. At no time will any unsightly vehicles be left unattended on any of the lots in the subdivision and any "abandoned" cars will be immediately removed from the site of any lot.

25. That disturbing noises which are out of the ordinary, such as loud car engines, sounding of horns, etc., will be considered as a nuisance and in violation of these Restrictive Covenants.

26. No tree with a diameter in excess of two (2") inches and located within the subdivision may be removed from any lot without the written authorization of authorized officers of HAROLD TYNER DEVELOPEMENT CORPORATION.

{Paragraph 27 shown as amended November 6, 1974 - Book C109, Page 188}

27. Should any owner of any of the lots in said subdivision erect any type of the shed, metal or otherwise, then shall he be required, within thirty (30) days after completion of such shed, to erect on either a chain link fence with redwood slats or a redwood fence equivalent to the height of said shed.

IN WHITNESS WHEREOF, Harold Tyner Developement Corporation has caused these presents to be executed in its name, this 26th day of May, 1974.

HAROLD TYNER DEVELOPEMENT CORPORATION

Except as noted above, these covenants are copied from Berkeley County Clerk of Court records Book C109, Page 2.

These covenants are provided as a reference only. Official copies may be obtained from the Berkeley County Clerk of Court or through the Tall Pines Homeowners' Association.