

sole judgment 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 than 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, so as to become parts thereof.
7. A five (5') foot easement (except as otherwise designated on the plat) is reserved along the front and side lot lines and ten (10') feet along the rear lot line for utilities and drainage, water and sewer installation and maintenance. Those lots as shown on the plat above mentioned with a reserved side lot line easement shall have an additional five (5') feet reserved 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 modular home, trailer, basement, tent, shack, garage, or 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. Notwithstanding the above there shall not be a prohibition against subdivider's utilization of a modular temporary sales office.
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 for the purpose of these restrictions as having two (2) fronts, one on each of the streets that the lot borders on.
11. The same materials utilized for the exteriors and roof of the residence shall also be used for exteriors and roofs of the garage and other structures or additions erected on the premise.
12. No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of the porches, port cocheres, breezeways, or garages, and inclusive of finished rooms over the garage of less than one thousand three hundred fifty (1350) square feet for a one story dwelling nor less than fourteen hundred (1400) square feet overall living space for a split-level or tri-level dwelling over all living spaces for a dwelling of two stories or more.
13. All sewage disposal shall be by connection to plumbing with the sewage line provided by the subdivider within 90 days after the construction of a dwelling has begun.

14. No livestock or poultry shall be allowed on the lots, except house pets. House pets shall be fenced in or tied up at all times. 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.
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" or "For Rent" signs shall be on one lot at the same time, and the said subdivider, their 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 is aesthetically repugnant to the subdivision, then they 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 or are not acceptable to the developer.
16. The subdivider shall have the exclusive right to alter or modify any of the restrictions contained herein, and upon application for such modification the subdivider shall record in the RMC Office for Berkeley County appropriate amendments to these restrictions.
17. 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 subdivider. All plans must be approved or disapproved in writing by the subdivider within 15 days after they have been submitted, otherwise the plans shall be deemed to have been approved.
18. The subdivider is 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 subdivider other than the lots laid out and shown on the plat hereinabove referred to.
19. 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 utility providers for installation and maintenance of their utility improvements.
20. All papers and instruments required to be filed with or submitted to the subdivider shall be delivered personally or sent by Registered Mail to Johnny Ward, Moncks Corner, South Carolina, or to his acknowledged successor.
21. 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.
22. 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. No commercial vehicle in excess of 6000# GVW brought upon or habitually parked overnight, whether on any street or on any lot.
23. 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.

24. No tree with a diameter in excess of four (4") inches and located within the subdivision may be removed from any lot without the written authorization of the subdivider.
25. That no overnight side parking on streets will be allowed in the subdivision. All cars have to be parked in the driveway.
26. All homeowners who desire to build a dog house on their premises will be required to put up a redwood fence or a chain link fence with redwood slats to prevent the site of the dog house from other property owners.
27. Should any owner of any of the lots in said subdivision erect any type of shed, metal or otherwise, then shall he be required, within thirty (30) days after completion of such shed, to erect either a chain link fence with redwood slats or a redwood fence equivalent to the height of said shed.
28. The lot owner, lessor and/or his heirs, successors and assigns, agree to pay Berkeley Electric Cooperative, Inc., or any successor electric utility company regulated by the South Carolina Public Service Commission a monthly charge, plus applicable State of South Carolina Sales Tax, for operation and maintenance of street lighting system.
29. The lot owner, lessor, and/or his heirs, successors and assigns, shall contact Berkeley Electric Cooperative, Inc. or their successors three (3) days prior to any digging or excavation work on said property, including swimming pool installations, trenching, or any type of digging. Upon notification by the lot owner, lessor, and/or his heirs, successors and assigns, a field-survey will be conducted by Berkeley Electric Cooperative, Inc. personnel to insure that there are no conflicts with the Cooperative's safety requirements. Any excavation in violation of Berkeley Electric Cooperative's safety requirements is expressly prohibited.

IN WITNESS WHEREOF, the Declarants have duly executed this Declaration of Restrictive Covenants the date written above.

Johnny E. Ward

Cohen Gaskins, Jr.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY) PROBATE

These covenants are copied from Berkeley County Clerk of Court records Book 1538, Page 128.

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.