

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

KNOW ALL MEN BY THESE PRESENTS, that Dutch Fork Investment Company, Inc., is the owner of the following described property:

JUN 21 5 10 PM '83  
JAMES H. TARBLE  
LEXINGTON COUNTY

All those certain pieces, parcels, lots or tracts of land, situate, lying and being in Lexington County, near Lake Murray, State of South Carolina, being shown and delineated as Lots #1 through #14 on a plat of the back property of Arrowhead Shores prepared by the Earl W. Ramer Company, dated May 20, 1977, and recorded in the Office of the RMC for Lexington County in Plat Book 1928, at Page 116.

NOW THEREFORE, Dutch Fork Investment Company, Inc., does hereby declare, covenant and agree on behalf of itself, its successors and assigns, with all persons, their heirs and assigns, who shall hereafter purchase lots described above, shall be subject to the following restrictions, reservations, covenants and limitations as to the use thereof, and said restrictions run with the said property.

1. No structure shall be erected on any of said lots other than one (1) single family dwelling. 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.
2. No fence of any type may be erected on any lot or lots without the written consent of the officers of Dutch Fork Investment Company, Inc.
3. No building or other structure of any kind shall be erected or placed on any of the lots on the above tract until the building, together with specifications, design and plat showing the location of such building, or structure on the lot in question has been approved by Dutch Fork Investment Company, Inc., or a person or persons designated by Dutch Fork Investment Company, Inc., in writing.
4. No lot may be subdivided without the written consent of Dutch Fork Investment Company, Inc., or a person or persons designated by Dutch Fork Investment Company, Inc.

5. No lot covered by these restrictions or any property of Dutch Fork Investment Company, Inc., may be used or maintained as a dumping ground for refuse, garbage, rubbish or cast-off material. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently; except that double-wide mobile homes that have been approved by Dutch Fork Investment Company, Inc., or a person or persons designated by Dutch Fork Investment Company, Inc., in writing, may be used or placed on these lots, however any such double-wide mobile home shall have to be underpinned within six (6) weeks of the date said double-wide mobile home is placed on the property.

7. Lots #13 and #14 of this tract of land may be used for light commercial businesses. If not used for light commercial businesses, these lots #13 and #14 shall be restricted as are the other lots of this tract.

8. No noxious or offensive 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 neighborhood; no animals except domestic pets may be kept thereon.

9. All sewerage disposal shall be by septic tank, meeting approval of the State Board of Health, until such time as municipal sewerage is made available.

10. No lot or any part of a lot can be used as a means of egress and ingress to property now owned by the said Dutch Fork Investment Company, Inc.

11. Easements for installation of utilities and drainage facilities are reserved unto Dutch Fork Investment Company, Inc., over five (5') feet on the road side of each and every lot for the installation and maintenance of utilities and drainage.

12. All wood structures on the outside must be painted or stained within six (6) months after construction.

13. No building shall be located on any lot nearer than

thirty (30') feet from the roadway, thirty (30') feet from the rear property line, and not nearer than ten (10') feet from any side property line, unless otherwise approved by the officers of Dutch Fork Investment Company, Inc.

14. The covenants are to run with the land and shall be binding on all parties and on all parties and persons claiming under them for a period of twenty-one (21) years from the date these covenants are recorded. These restrictions are placed on the property for the benefit of Dutch Fork Investment Company, Inc. and may be modified, changed or released at the will of Dutch Fork Investment Company, Inc.

15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

16. Invalidation 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.

17. Dutch Fork Investment Company, Inc., reserves the right to impose additional restrictions on any unsold lot or area by declaration or by including said restrictions in Deed to that individual lot, but such added restrictions shall be in addition to the restrictions hereby declared and imposed.

18. For the purpose of written consent for any of the above restrictions, the written consent of the President and Secretary, with seal attached, shall be sufficient to meet the requirement of written consent as set forth in the above restrictions.

IN WITNESS WHEREOF, Dutch Fork Investment Company, Inc., has caused these presents to be executed in its name by Angelo Tsiantis its President and D. Peck Boulwright its Secretary, this 12<sup>th</sup> day of April, 1978.

IN THE PRESENCE OF:

George W. Nickas  
William G. Williams

DUTCHFORK INVESTMENT COMPANY, INC.

BY: Angelo Tsiantis  
President  
BY: D. Peck Boulwright  
Secretary

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STATE OF SOUTH CAROLINA)  
COUNTY OF LEXINGTON )

PERSONALLY appeared before me George W. Nickas  
who, on oath says that s/he saw the within named Dutch Fork  
Investment Company, Inc., by Angelos Tsiantis,  
its President, and by D. Peck Boukwight, its Secre-  
tary, sign the within Restrictive Covenants, and said corporation  
by said officers, seal said instrument, and as its act and deed,  
deliver the same, and that s/he with John S. Williams  
witnessed the execution thereof.

SWORN to before me this 19<sup>th</sup>  
day of April, 1978.

George W. Nickas

John S. Williams (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 2-2-87

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