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Co Fee:\$0.00 Pages:6
Lexington County ROD Debra M. Gunter
RESTRICTIONS Bk:Pg 10386:252

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State of South Carolina
County of Lexington

**BUSH GARDENS
RESTRICTIVE COVENANTS**

Whereas, the undersigned The Bella Group, LLC. is the owner of certain tract of land near the City of Columbia, in the county of Lexington, State of South Carolina, being shown and delineated on a plat prepared by JAMES F. PULSON, dated MAY 25, 2005 and recorded in the office of the Clerk of Court for Lexington County in Plat Book 10386 PG 251 Also see slide 837 pg 6

Whereas, for the purpose of protection said parcel of land as residential development, the undersigned does hereby impose upon said parcel of land the following conditions and restrictions,

1. Bella Group LLC., does hereby reserve unto itself and its Successors, or assigns the right to locate, open or close streets and to revise, subdivide and change the size, shape, dimensions and locations of lots upon said parcel and upon such relocation, opening or closing of streets, or revision, re-subdivision, or changing of size, shape, dimensions and location of lots, the covenants applicable to the resulting lots in lieu of the parcel originally shown on said plat prior to such revision, relocation or change; PROVIDED, HOWEVER, no lot sold prior to such revision or relocation or change shall be deprived of that portion of the street or streets on which it bounds, nor of access to such lot from the streets in said subdivision.

2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage which may be attached or separate building for not more than two cars. In the event that a garage is attached to the dwelling, a separate detached accessory building may be erected for recreational or storage purposes under the following conditions:
 - a. Such accessory building shall not exceed five hundred (500) square feet.
 - b. Such accessory building must be located on the rear half of the total depth of the lot;
 - c. All other restrictions and provisions of these covenants shall apply to such accessory building;
 - d. Construction of the accessory building shall be completed with three (3) months after commencing construction.
 - e. Construction shall generally match the main dwelling in materials and color.
 - f. Metal storage sheds are not allowed.

3. No animals, livestock, or poultry of any kind shall be kept maintained on any lot or in any dwelling except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purpose, and provided they do not constitute a nuisance. Dogs, cats, and other household pets shall not be permitted on any Common Area unless properly restrained by leash or other method and accompanied by their owner.

4. No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of one-story porches, garages, or carports, of less than one thousand six hundred (1,600) square feet, nor less than eight (800) square feet for a dwelling of more than one story; provided, however, that in calculating the area requirements for the main structure, the undersigned reserves the right to allow one-half (1/2) of the area contained in the enclosed garage toward the total square footage requirements by written agreement with the then owner of the lot.

5. The Grantor/Developer reserves the right to designate the acceptability and location of all television or radio antennas. Satellite dishes are prohibited if over twenty – four (24") inches in diameter and the location of any such satellite dish which is approved must be approved in writing by the Architectural Control Committee or the owner of said subdivision so that the same is out of view of adjoining property owners.

6. No building shall be erected on any lot nearer to the street or road upon which it faces or nearer to any side street or road than the setback lines shown for that particular lot on the plats recorded in Lexington County Plat Book at page or nearer than fifteen (15) feet to the side line of any adjacent lot; provided that in ascertaining the distance from said street and lot line, projecting caves and steps shall not be included. The provisions contained here in shall be construed to be for the benefit of the Grantors, who reserve the right to modify the same at will as long as said modifications do not vary the original terms contained in said paragraph more that twenty-five (25%) percent.

7. All fences, pet enclosures, swimming pools, tennis courts, basketball goals, or any type permanent improvement must be approved by the developer or by an architectural control committee as hereinafter defined prior to any installation or placement on a lot.

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

9. No dwelling shall be erected or placed on any lot having a width of less than forty (40) feet at the front line, with the exception of irregular shaped lots; Provided, however, that nothing herein contained in this paragraph shall prevent the erection of a dwelling on any lot as shown on said plat.

10. Rights-of-ways and easements for the installation and maintenance of signs, utilities and drainage facilities are reserved as shown on the recorded plats and along ten (10) feet of each side lot line and along the rear ten (10) feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of signs or utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously for which a public authority of utility company is responsible.

11. No structure of a temporary character, house trailer, mobile home, basement, tenant, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

12. That no building shall be erected, placed or altered on any lot until a duly authorized representative of Bella Group LLC has approved the construction plans and specifications in writing. In the event Bella Group LLC. Fails to approve or disapprove within thirty (30) days after plans and the specifications have been submitted to it, or in any event, the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

13. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. In the event it is necessary to enforce these restrictive covenants by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including a reasonable attorney's fees.

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

15. All vehicles and automobiles must be currently licensed and in an operable condition and restricted to five (5) vehicles at said lot.

16. No abandoned vehicles, commercial trucks over three quarter ton or school buses shall be permitted to be parked on any lot. All boats, campers and recreational vehicles must be garaged and out of public view.

17. Each lot owner may be assessed on a per lot basis for streetlights installed in Bush Gardens, and such assessments may be added to the bill of the lot owner on a monthly basis and billed as for other uses of electricity.

18. No clotheslines are allowed on any lot.

19. If a lot borders the pond, the lot owner shall have the right of fishing, or boating in such pond subject to the following conditions:

A. The use of said pond, as aforesaid, shall be entirely at the risk of the lot owner, heirs, and assigns, and the Developer shall not be responsible for the purity or cleanliness of the water of the aforesaid pond, or for any substance therein.

B. The lot owner may not construct a dock, float, or fat, or any projection of any kind from his property into, extended, or over said pond.

C. That the use of such pond shall be subject at all times to reasonable rules and regulations of the Developer which may provide, among other things, for closed seasons or terms for fishing, and restrict or prohibit the use of boats, and other kinds of craft.

D. The lot owner may not withdraw water from such pond without the written approval of Developer.

E. The Developer shall not be held accountable for any damages caused the lot owner by reason of the flooding of a lot through causes beyond the control of the Developer. The Developer similarly shall not be held responsible for damages by reason of breaks in the dam of such pond causing the waters therein to subside.

F. There shall be no swimming in the pond.

19. Any mailbox or delivery receptacle and its support shall be of a color, type and design approved by the Developer or the Architectural Control Committee.

20. An assessment fee will be charged to each household to cover maintenance and upkeep of the entrance and common area. The initial fee will be \$25.00 a month. This fee will be due and payable to Bella Group LLC, P O Box 536, Elgin, SC 29045 not later than the 5th of each month. Bella Group LLC will be responsible for maintenance until such time as a Homeowner's Association is formed

21. In the event Developer shall establish a homeowner's association for the subdivision, the owner or owners collectively of such lots shall be a member of the association. Upon sale or other transfer of ownership of title to the lots, the membership in the association shall be deemed for all purposes as having been transferred to the person or other entity having acquired such ownership in proportion thereto. The provisions hereof shall be mandatory. No owner of any interest in a lot conveyed shall have the right or power to disclaim, terminate or withdraw from membership in the association or any of the obligations hereof. Lot owner shall, upon demand pay lot owner's prorate share of any costs and

assessments levied by the association. Lot owner further shall abide by all of the requirements of the charter, by-laws and rules and regulations of the association. The association at Developer's sole discretion, may be deed the roadways and entrance ways and other improvements as described.

22. 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 twenty-five (25) 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 and instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Witness my hand and seal this 16th day of August, 2005.

Witness

[Handwritten Signature]

[Handwritten Signature]

Bella Group LLC.

By: [Handwritten Signature]

By: [Handwritten Signature] ^{MF}
ITS partner

State of South Carolina
County of Lexington

Probate

Personally appeared before me the undersigned witness and made oath that (s)he MIKE TAYLOR Saw the within-named Bella Group LLC. Sign, seal, and as its act and deed, mentioned, and that (s)he with the other witness, witnessed the execution thereof.

Sworn to before me this
10th day of August, 2005

Jeddi N. Smith

Notary Public for South Carolina

My Commission Expires : 6-1-2010



My Commission Expires On 6-1-2010