

State of South Carolina  
County of Kershaw

FILED FOR RECORD 01/23/2002  
AT 03:41P BOOK 01110 PAGE 00017  
RESTRICTIVE COVENANTS  
Joyce McDonald, Clerk of Court - REC  
Kershaw County Courthouse 000000820

Whereas, the undersigned Wood Tract, LLC, is the owner of certain tract of land near the Town of Elgin, in the county of Kershaw, State of South Carolina, being shown and delineated on a plat prepared by *Jane/ Little*, dated *December 11, 2001* and recorded in the office of the Clerk of Court for Kershaw County in Plat Book *B 43 / pg 2*

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. Wood Tract LLC, does hereby reserve unto itself and its Successors, or assigns the rights 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 within three (3) months after commencing construction.
  - e. Construction shall generally match the main dwelling in materials and color.

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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 purposes, 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 (1,000) 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. No front fences, billboards, or satellite dish antennas shall be erected or maintained on any lot. No side fences or satellite dish antennas shall be erected or permitted on any interior lot closer to the street than the front building line, and on corner lots, no fences or satellite dish antennas shall be erected or permitted along the side street closer to the intersection than the rear line of the building erected on said lot. No fences, signs or satellite dish antennas shall be erected on any lot without prior written approval of Wood Trace LLC.; Provided, however, that in the event such fence, sign, or satellite dish antenna has been erected without prior approval this requirement shall be deemed waived unless Wood Trace LLC. objects to the fence, sign, or satellite dish antenna within sixty (60) days of the completion of its construction, provided, however, that Wood Trace LLC. Reserves the right to alter the requirements for location of the fences and satellite dish antennas on corner lots.
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 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 eaves 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 than twenty-five (25%) percent.
7. 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.
8. 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.

9. 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 the (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.
10. 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.
11. That no building shall be erected, placed or altered on any lot until a duly authorized representative of Wood Trace LLC has approved the construction plans and specifications in writing. In the event Wood Trace 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.
12. 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.
13. Invalidity 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.
14. No vehicles will be parked in the streets except where two-way traffic is permitted. In addition, no vehicles are to be parked in unpaved areas of the property, which are visible.
15. Each lot owner may be assessed on a per lot basis for streetlights installed in said subdivision, 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.
16. 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 \$15.00 a month. This fee will be due and payable to Wood Trace, LLC, P O Box 536, Elgin, SC 29045 not later than the 5<sup>th</sup> of each month. Wood Trace LLC will be responsible for maintenance until such time as a Homeowner's Association is formed.

17. 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 23 day of JANUARY, 2001.

Witness

Wood Trace LLC.

Linda Schubert

By: [Signature]

Nancy F. Harvey

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

State of South Carolina  
County of Kershaw

Probate

Personally appeared before me the undersigned witness and made oath that (s)he saw the within-named Wood Trace 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

23 day of JANUARY, 2001

Nancy F. Harvey  
Notary Public for South Carolina

My Commission Expires : 12/17/2002

Linda Schubert

20990004738  
Titled for Record in  
KERSHAW COUNTY SC  
BILLIE MCLEOD, REGISTER  
06-08-2009 At 02:09:55 pm  
11:00  
RESTRIC COV  
DR Volume 2532 Page 269 - 273

STATE OF SOUTH CAROLINA }  
COUNTY OF KERSHAW } }  
DECLARATION OF RESTRICTIVE  
COVENANTS FOR WOOD TRACE  
PHASE III

THIS DECLARATION OF RESTRICTIVE COVENANTS hereinafter referred to as "Declaration" made on the date hereinafter set forth by **WOOD TRACE, LLC** a South Carolina limited liability company, hereinafter referred to as "Declarant" or "Developer".

WHEREAS, Declarant is the owner of certain property near the Town of Lugoff in the County of Kershaw, State of South Carolina, which is more particularly described as all those pieces, parcels or lots of land lying and being in the County of Kershaw, State of South Carolina and depicted as Phase III on a Final Plat of survey entitled "**WOOD TRACE, PHASE III**" by Daniel Riddick & Associates, Inc., dated May 1, 2008 and recorded on May 29, 2008 in Plat Book C44 at page 2.

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. Wood Trace, LLC, does hereby reserve unto itself and its successors, or assigned, the right to locate, open or close streets and to revise, subdivide and change the 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 a 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 within three (3) months after commencing construction.
  - e. Construction shall generally match the main dwelling in materials and color.

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 of 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 (1,000) square feet, not less than eight hundred (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. No front fences, billboards, or satellite dish antennas shall be erected or maintained on any lot. No side fences or satellite dish antenna shall be erected or permitted on any interior lot closer to the street than the front building line, and or corner lots, no fences or satellite dish antennas shall be erected or permitted along the side street closer to the intersection that the rear line of the building erected on said lot. No fences, signs or satellite dish antennas shall be erected on any lot without prior written approval of Wood trace, LLC; PROVIDED, HOWEVER, that in the event such fence, sign or satellite dish antenna has been erected without prior approval this requirement shall be deemed waived unless Wood Trace, LLC objects to the fence, sign or satellite dish antenna within sixty (60) days of the completion of its construction, provided, however, that Wood Trace, LLC reserved the right to alter the requirements for location of the fences and satellite dish antennas on corner lots.
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 Plat Book B43 at page 2 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 herein shall be construed to be for the benefit of the Grantors, which reserve the right to modify the same as will as long as said modifications do not vary from the original terms containing in said paragraph more than twenty-five (25%) percent.

7. 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.
8. No dwelling shall be erected or placed on any lot having a width of less than forty (4) 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.
9. 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 the (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.
10. 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.
11. That no building shall be erected, placed or altered on any lot until a duly authorized representative of Wood Trace, LLC has approved the construction plans and specifications in writing. In the event Wood Trace, LLC fails to approve or disapprove within thirty (30) days after plans and 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.
12. 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, 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 fee.
13. 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.

- 14. No vehicles will be parked in the streets except where to-way traffic is permitted. In addition, no vehicles are to be parked in unpaved areas of the property, which are visible from the street.
- 15. Each lot owner may be assessed on a per lot basis for streetlights installed in said subdivision, 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.
- 16. 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 \$15.00 a month. This fee will be due and payable to Wood Trace, LLC, PO Box 12, Elgin, SC 29045 not later than the 5<sup>th</sup> of each month. Wood Trace, LLC will be responsible for maintenance until such time as a Homeowner's Association is formed.
- 17. The determination of trees greater than 6 inches in width to be removed, and the method of removal shall be reserved to Wood Trace, LLC, as developer, or the Homeowners Association.
- 18. 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 fro successive periods of ten (10) years unless an 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 07 day of February, 2009.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Dawn H. Bazeman  
Buffy R. Batts

WOODTRACE, LLC

By: Olly Byler  
Its Member

By: \_\_\_\_\_  
Its Member

STATE OF SOUTH CAROLINA }

COUNTY OF RICHLAND }

PERSONALLY appeared before me the undersigned witness, who on oath says that s/he saw the within named WOODTRACE, LLC Carl Early Brazell, its member and by Carl Elvin Brazell, its member, sign, seal and deliver the within written Declaration of Restrictive Covenants and that s/he with the other witness whose name is subscribed above witnessed the execution hereof.

Sworn to and subscribed before me this 27 day of February, 2009.

Beverly R. Beth

Notary Public for South Carolina

My Commission Expires: 1-18-16

Dawn A. Baze man