

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

DECLARATION OF RESTRICTIONS
MALLARD LAKES

RECORDED
INDEXED

KNOW ALL MEN BY THESE PRESENTS, that Three Seventy-Eight Company, Inc., 1208 Washington Street, Columbia, South Carolina, the owner of certain land situate in the County of Lexington, State of South Carolina, described as Lots 1 through 42 (inclusive) in Block "C" and Lots 40 through 65 (inclusive) in Block "A," as shown on a Bonded Plat of Site Improvements for Mallard Lakes Phase I, prepared by B. P. Barber & Associates, Inc., dated December 2, 1986, revised December 30, 1986, and recorded January 20, 1987, in Plat Book 213G at page 138, in the Office of the Register of Mesne Conveyances for Lexington County, for valuable consideration, does hereby declare the lands described hereinabove shall be subject to the restrictive covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual benefit to be derived from the covenants and restrictions herein set forth,

KNOW ALL MEN BY THESE PRESENTS that the undersigned hereby covenants and agrees on behalf of itself and its successors and assigns with all persons and legal entities who shall hereafter purchase any of the properties described hereinabove that the said property shall be subject to the following declaration of restrictions:

1. No lot shall be used nor occupied for other than strictly residential purposes (except as specifically allowed herein) and no form of combined business and residential use shall be made of any building or lot, including storage or parking, either permanently or temporarily, and any commercial equipment or vehicles on any lot or on any street adjacent to any such lots.

2. No structure shall be erected on any lot in the subdivision other than one single-family dwelling and detached or

For Modification of Declaration of Restrictions, see Deed BK 909, Pg. 18.

attached garage of similar design, including servants' quarters, if desired; and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential use of a single family; provided, however, that the Declarant reserves to itself, as well as the right to assign to builders or brokers during construction, the right to use one or more of such dwellings as an administrative office, information center or real estate sales office; provided, further that no structure, planting or other material shall be placed on or permitted to remain which may damage or interfere with the installation or maintenance of utilities and drainage facilities within the areas hereinafter provided. No temporary structure or apartment shall be erected upon any lot.

3. No Lot in the subdivision shall be divided, subdivided or rearranged or altered without the written consent of the Declarant; provided, however, that no lot in the subdivision shall be subdivided or reduced in size so as to have a total area of less than the smallest lot shown on the plat hereinabove described, nor shall any lot so subdivided leave a residual lot with a total area less than the smallest lot shown on said plat. With the consent of the Declarant, any lot may be divided among adjoining lots in any desired proportion, and the adjoining lots, together with all portions of the lots so divided, shall henceforth be deemed and treated as one lot respectively.

4. In order to maintain a high-level residential development, to assure that all houses and other structures are of appropriate size and are of harmonious design, properly located in relationship to neighboring structures and adapted to the terrain of each lot; the Declarant hereby retains full architectural control over the construction of improvements on any lot. Accordingly, no building, out-building, fence, wall, garage or structure of any kind, or alterations or additions thereto, shall be erected or placed on any lot until the complete building

Plans and specifications, design and location of such improvement on the lot, and sketch plan showing front and rear elevations, shall have been submitted to the Declarant, or a committee designated by it, for approval as to conformity of size, type and quality, as to harmony with the topography and existing structures. Such approval shall not be unreasonably withheld, and shall be given or denied in writing within thirty (30) days of the submission of the required information for consideration. In the event the Declarant shall fail to approve such construction within thirty (30) days of submission of plans, specifications and other required data, and, in any event, if no suit to enjoin construction has been commenced prior to completion of such improvements, approval shall be conclusively deemed to have been granted.

5. No residence containing less than One Thousand Two Hundred (1,200) square feet of heated floor space shall be erected on any lot.

6. All sewage disposal shall be by central sewer service provided by the Town of Lexington, or by such public utility as may then serve the property, at such rates as shall be established by governmental authority or approved by the South Carolina Public Service Commission.

7. The placement, design, type and color of any mailbox and its support must be approved by the Declarant; typical designs will be supplied upon request.

8. No portion of any building shall be located nearer than thirty (30) feet to the street or road on which it faces, and no building shall be closer to the side boundary line than a minimum of ten (10) feet, and no building shall be closer to the rear boundary line than twenty (20) feet on any of the lots in the subdivision; provided, however, that the Declarant reserves the right to modify the side and rear setback lines as delineated above, or shown on the plat described herein, by not more than

twenty percent (20%) of the distance required. In any event, local ordinances shall be strictly followed.

9. No noxious or offensive activity or other thing shall be had or done upon any Lot in the subdivision, and nothing shall be done thereon which constitutes or becomes an annoyance or a nuisance to the neighborhood, or constitutes an unsanitary condition. No hogs, goats, poultry, cows, horses or other such animals shall be allowed or kept on any Lot in the subdivision. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any such Lot which shall constitute or cause or become a nuisance or otherwise detract from the desirability of the neighborhood as a residential community.

10. No radio or television transmission or reception towers, antennas, dishes or discs shall be erected on a lot, other than a customary antenna which shall not extend ten (10) feet above the top roof line of the house. In no event shall free-standing transmission or receiving towers, discs or dishes be permitted.

11. No tent, shack or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot or on the street or road adjacent thereto; provided, however, that mobile house trailers, on or off wheels, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers," commercial vehicles of any kind operated by a member of the household occupying the dwelling on the lot, and any boats and boat trailers shall not be parked on the street or within the front or side street setback lines. No clothesline may be erected or maintained on any Lot other than a clothesline located directly behind the residence, not visible from any street. All rubbish, garbage and trash shall be kept in closed cans, or other suitable containers, which shall be placed and kept in such manner as to be out of sight from the street, or adjoining residences. The Lot, property and premises shall be

kept clean at all times.

12. Declarant reserves easements unto itself, its successors and assigns, and for the use of any public utility or serving municipality, for installation and maintenance of water, sewer, sanitary sewer, drainage, television, transmission and telephone lines or other public utility purposes over the rear ten (10) feet of each lot, and five (5) feet along each side lot line on said lots, in addition to any other easements shown on the plat described above. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels. The easement areas of each Lot shall be maintained continuously by the owner of such Lot, except for those improvements for which public authority or the utility company is responsible. Developer reserves the right to assign these easements to a purchaser of land, an affiliated company, a utility company, or to a governmental entity. The Declarant reserves the right to create and impose additional easements and rights-of-way over unsold lots for street, drainage and utility installation purposes by recording of appropriate instruments, and such shall not be construed to invalidate any of these covenants.

13. No sign of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than one (1) square foot, and one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builders to advertise the property during construction and sales period. During the initial period of construction, no sign shall be placed on any vacant Lot unless the style and design thereof shall have been approved in writing by the Declarant, its successors and assigns.

14. At the time of house construction, each building

shall be equipped with an asphalt or concrete driveway from the edge of street pavement to the garage, carport or turning area, and, as designated by the Declarant, appropriate lots shall be equipped with sidewalks parallel to the street, the design of which shall be approved by the Declarant.

15. These restrictions shall run with the land and be binding upon all parties, persons, firms or corporations claiming under them until January 1, 1996. Thereafter, said restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by written instrument signed by a majority of the then record owners of said lots.

16. If any person shall violate, or attempt to violate, any of these restrictions, any person who shall own real property situate on the plat described hereinabove may enforce these restrictions by proceedings at law or in equity, either to recover damages or to restrain such violation. All costs and expenses incurred by the successful enforcement of any restriction, including a reasonable attorney's fee, shall thereupon become due and payable.

17. In the event of the unintentional violation of any of the building line restrictions or minimum lot residence square foot requirements as set forth herein, Declarant reserves the right, by and with the mutual written consent of the owner or owners for the time being of such lot, to change the building line restriction set forth in this instrument, provided, however, that such change shall not be in violation of the zoning provisions of the Town of Lexington, South Carolina.

18. Invalidation of any one or more of these restrictions by any judgment or court order shall in no wise affect any other provision, all of which shall remain in full force and effect.

19. The term "Declarant" as used herein shall mean Three Seventy-Eight Company, Inc., and shall also refer to the

corporate successors of such corporation, or any other person or entity to whom the powers, duties and rights hereunder shall have been assigned in writing by Declarant.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers, and its seal affixed hereto on this the 28th day of January, 1987.

WITNESSES:

THREE SEVENTY-EIGHT COMPANY, INC.
(SEAL)

Mary Ann Powell
Sherry G. Turbeville

BY: Woodie R. Smith
Woodie R. Smith
Its President

BY: Michael W. Tighe
Michael W. Tighe
Its Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY appeared before me Mary Ann Powell who, on oath, deposes and says that s/he saw the within-named Three Seventy-Eight Company, Inc., a South Carolina Corporation, by Woodie R. Smith, its President, and by Michael W. Tighe, its Secretary, sign, seal and as said Corporation's act and deed, deliver the within-written Declaration of Restrictions, and that s/he with Sherry G. Turbeville witnessed the execution thereof.

Mary Ann Powell

SWORN to before me this
28th day of January, 1987.

Sherry G. Turbeville (L.S.)
Notary Public for South Carolina
My Commission Expires: June 18, 1991.