

The following is a list of Property Owner Deed Restrictions as taken from an actual property owner's Deed ...

This conveyance is made subject to the following conditions, covenants and restrictions:

(a) Private Residential or Recreational Purposes: No use shall be made of the property herein conveyed, or of any right or privilege appurtenant thereto, other than for private residential or recreational purpose of a single family.

(b) The property herein conveyed shall not be subdivided or reduced in size without the written consent of the Grantor.

(c) Offensive Activity: No business or commercial activity shall be conducted or operated on this property, and no noxious or offensive activity shall be carried on thereupon, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No hogs, goats, poultry, cows, horses or other animals or fowl which shall constitute an annoyance, nuisance or cause unsanitary conditions, or any undesirable situation to any neighboring property owner shall be maintained on the property, and nothing shall be done, or any condition permitted on said property which shall constantly annoy neighbors, pollute the air, or pollute the waters of the adjoining lake or stream.

(d) Buildings and Other Structures:

1. Approval of Plans: No building, fence or other structure of any kind shall be erected, placed or altered on the property herein conveyed until the building plans, specifications, design and plat plan, showing the location of the building, fence or other structure have been approved, in writing, by the Seller herein or by an Architectural Committee designated by the Seller herein.

The Seller or the Architectural Committee will endeavor to preserve a natural and conforming architectural atmosphere where the structures will blend into the surrounding landscape, trees and water as much as possible.

2. Temporary or Mobile Structures: No temporary structures, mobile homes, or garage apartments shall be erected, placed or parked upon the property herein described. No trucks or commercial vehicles or campers shall be parked upon the property except temporarily, and then only with the consent of the Seller. Parking for a week or less shall be considered temporary and permission will be granted provided it is not repetitious.

3. Boat Houses: No boat houses shall be constructed within the borders of the lake except with the specific consent in writing of the Seller herein and such consent will be given only where such boat house does not obstruct the view of adjoining property owners. No boat house shall be constructed any closer than ten (10') feet from the side property line. All boat houses shall conform in style, design and color with the dwelling house.

4. Piers and Rafts: No piers or rafts shall be constructed or floated within the lake without the written consent of the Seller. Generally, no pier shall extend more than thirty (30') feet into the lake and shall be no wider than eight (8') feet or higher than

eighteen (18") inches above the water. No sheds or roofs shall be permitted on the piers which are so constructed. No raft shall be in excess of sixty-four (64) square feet unless specifically permitted by Seller, in writing, and shall not be more than eighteen (18") inches above the water level. Rafts are not to be anchored or floated more than thirty (30') feet from the shore line. All rafts must be stationary and securely fastened so that they cannot float into the lake.

5. Pump Houses; Tool Houses; Garages and Equipment Buildings: All pumps must be fully enclosed and shall be no closer than twenty (20') feet from the property line and no closer than ten (10') feet from the side property lines. Where practical, garages, tool houses, and equipment buildings shall be attached to the dwelling house and generally no more than two (2) buildings other than the dwelling house will be permitted on this property. All such buildings shall conform as nearly as possible in design and color with the dwelling house.

6. Fences: No fence shall be permitted on the lake front property line except under special circumstances and with the written consent of the Seller. Fences on the street and on the side lines shall conform as nearly as possible to the general architectural design of the dwelling house and shall not be constructed unless and until the design is approved in writing by the Seller or the Architectural Committee mentioned above.

7. No "sale" or "rent" signs or other billboards of any kind shall be permitted on this property except in case of hardship. One "For Sale" sign, not larger than two feet by three feet may be installed where there is a dwelling house for sale on the property.

8. No clothes lines, exposed garbage containers or other unsightly objects are to be erected or maintained except where they are screened from the streets, lake and adjoining property or general view.

(e) Use of Edisto Lake: The Buyer, together with members of his immediate family and invited guests shall have the privilege of using Edisto Lake for boating, swimming and fishing subject to the rules, regulations and prohibitions made and enforced by the Seller herein. Provided that any invited guests who use the lake must be accompanied by the Buyer or members of his family.

No motor boats shall be operated on the lake except in compliance with such rules, regulations and prohibitions as the Seller, its successors and assigns, may promulgate and publish to the owners of property abutting the lake. The purpose of such rules, regulations and prohibitions shall be to promote safety; to prevent air and water pollution; to maintain peace and quiet and tranquility at certain times; to prevent excessive washing and erosion; to promote the propagation and protection of fish and wildlife, as well as other ecological processes. The Seller reserves the right to delegate this authority to a property owner's committee, or to Edisto Lake Club, provided that such represents the owners or a majority of the property abutting the lake.

(f) Motor Bikes or Motorcycles: No motor bikes, motor scooters or motorcycles shall be operated on this property or on the private roads adjacent to the property, or on the parkways, adjacent to the private roads unless special permission is given, in writing, by the Seller herein and such permission will only be given in special cases where a properly licensed driver, fully insured, desires to use a motorcycle for transportation to or from his property. In no event will permission be granted for

unlicensed children to trail ride over this property or other property of Seller where such creates repetitious dust, noise or hazard.

(g) Hunting: No hunting will be permitted on or over Edisto Lake or on any of the roads or parkways, adjacent to this property. The only hunting permitted on adjoining property of Seller shall be on and over specially planted fields and by invitation of Seller.

(h) Fishing: The Buyer together with his immediate family and house guests, shall have the privilege of fishing in Edisto Lake, subject to reasonable rules and regulations promulgated by Seller. No nets, trotlines, shooting or dynamiting of fish will be permitted. No property owner, including Buyer herein, will have the privilege of inviting guests to fish in the lake unless the guest is accompanied by the Buyer or a member of his immediate family.

(i) Water for Household Use: The Buyer herein will be responsible for supplying his own household water from a private well or water system and the Seller herein assumes no obligation for supplying or purifying drinking or household water. All water pumps shall be operated by electricity if such is available, and except where necessary, no gasoline motors or other noisy motors will be permitted for pumping water.

(j) Irrigation: The Buyer herein shall have the right to withdraw water from the lake for household or irrigation purposes provided the Buyer will have the responsibility of purifying the household water and provided that withdrawal for irrigation purposes does not interfere with the lake water level and so long as the irrigation pump does not create a noisy nuisance.

(k) Sewer Disposal: The Buyer will provide his own private septic tank or other sewer and waste disposal system which meets specifications and regulations of the State and County Health and Pollution Authorities.

No sewer drain fields shall be constructed closer than one hundred (100') feet to the lake and all such drainage lines or fields shall be so constructed that there will be no possibility of drainage into the lake or pollution of the lake water.

(l) Road: Seller will provide permanent rights-of-way fifty (50') feet in width for such roadways as are shown on the plat of Edisto Lake property for the convenient access to and from the property herein described and will construct roadways on such rights-of-way in accordance with plans and specifications approved by the Aiken County Engineer. The roads will be kept private for at least ten (10) years from June 1, 1974 and during that period the Buyer and other property owners will pay for the maintenance of the roads upon a pro-rata front foot basis. At the expiration of the ten (10) year period, the owners of a majority of the property abutting the roads, calculated upon a front footage basis will determine whether or not the roads are to remain private or be turned over to the County for maintenance.

(m) Easements and Parkways: Seller reserves rights-of-ways ten feet in width over each side of the property described herein and, in the event community sewer has to be installed, twenty-five feet in width along the lake front property line for the installation and maintenance of storm drains, water lines, sewer lines, electrical lines, telephone lines and other utilities. Seller also reserves an easement twenty-five (25') feet in width along the roadway upon which this property fronts and over the property herein described for installation and maintenance of utilities as well as for beautification purposes and for walkways, horse trails or bicycle paths for the Seller, its successors and assigns, for other property owners where property abuts upon the road and for the Buyer, his heirs and assigns. No fences, buildings, or obstructions are to be constructed upon this parkway and it is to be kept open for the purposes mentioned above. Seller agrees to maintain this parkway easement way or beautification strip until September 1, 1977, thereafter the Buyer agrees to keep the underbrush, weeds and bushes cleared from it so that it will remain open for the purposes mentioned above.

(n) Resale's: It is understood that in the event this property is offered for resale by the Buyer herein, or his heirs or assigns, that the property will be offered to the Seller, its successors or assigns, first, at the current market value and if Seller, its successors or assigns, does not purchase the property within thirty (30) days after such offer, then the property will be offered to Edisto Lake Club at such price, and if the club does not purchase the property at the current market price within thirty (30) days, then the property may be offered for sale and sold to other buyers.

(o) Water Level and Maintenance of Dam: The Seller, its successors and assigns, reserve the right to control the water level of the lake and to lower the water level or drain the lake for purposes of repairing the dam or spillways, working on shore line or restocking the fish, or for such other purposes as Seller may determine is desirable, provided that except for unusual situations, the water level will generally be lowered only once a year.

The Seller, its successors and assigns, agrees to maintain and repair the dam and the spillways of Edisto Lake through August, 1977 and thereafter such maintenance and repair costs shall be borne by the property owners where property abuts upon the lake upon a pro-rata lake front foot basis.

(p) Property Owners Association: An association of property owners owning property on Edisto Lake, or having the privilege of using the lake, will be formed to take over maintenance of the roads, parkways, spillways and dam on or after September 1, 1977, or at such later time as Seller relinquishes such maintenance and control, and Buyer, his heirs or assigns, agrees to participate in such Association to the extent of paying his pro-rata share of maintenance costs as set forth hereinabove.

AND IT IS UNDERSTOOD AND AGREED that the said conditions, covenants and restrictions shall be appurtenant to and run with the said promises; and that in the event of the violation of any of the said conditions, covenants and restrictions, the Seller, its successors or assigns, shall have the right of abatement and the right to enforce compliance by injunction or other legal remedies.

IT IS UNDERSTOOD AND AGREED that the said conditions, covenants and restrictions are made solely for the benefit of the Seller and Buyer herein and may be changed or varied at any time by mutual consent, in writing, by the parties hereto, their heirs, successors or assigns.

IT IS ALSO UNDERSTOOD AND AGREED that for the protection of the Buyer, the Seller will enter into similar restrictions, covenants and agreements with the Buyers of any other property abutting upon Edisto Lake, provided that Seller reserves the right to vary such restrictions, covenants and agreements where due to the size, shape or location of property, such variance is desirable in the opinion of the Seller. Provided further that the Seller shall have the right to make special rules, regulations and restrictions for Edisto Lake Club to enable the membership to use Edisto Lake, the roads and parkways.