

## RESTRICTIONS

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

KNOW ALL MEN BY THESE PRESENTS:

That whereas Foxwood Corporation, the legal and equitable owner of Foxwood Hills Subdivision, formerly known as Mountain Bay Estates, as shown on the plats listed below, duly recorded in the Plat Records of Oconee County, South Carolina, desires to impose a uniform development plan upon the lots listed below, Foxwood Corporation does hereby acknowledge, declare and adopt the following restrictions for the following lots:

**Edisto** as recorded in Plat Book P-42, Page 105  
Lots 1-227.

1. No building shall be erected or maintained on any lot in said Section other than a private residence and a private garage for the sole use of the owner or occupant.
2. No old, used, existing building or structure of any kind and no part of an old, used, existing building or structure shall be moved onto, placed on or permitted to remain on any lot. All construction is to be of new material.
3. No mobile homes or recreational vehicles shall be placed on any lot.
4. Each residence shall have a minimum floor area of 650 square feet for offshore lots and 1,000 square feet for lakefront lots, exclusive of porches, stoops, open or closed carports, patios or garages.
5. Each residence must have a permanent and solid type, enclosed foundation of concrete, masonry or other building materials.
6. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. The Architectural Control Committee will be controlled by the Foxwood Corporation until such time as Foxwood Corporation, in its discretion, transfers title to the recreational facilities to the Property Owners Association.
7. No residential structure shall be located nearer to the front lot line than 40 feet, or nearer to the side street line than 20 feet, or nearer to the side lot line or rear lot line than 15 feet.
8. No animals or birds, other than household pets shall be kept on any lot.
9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
10. No outbuilding or basement erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any trailer, or shack be placed on any lot, nor shall any residence or a temporary character be permitted.

Permanent easements are reserved along, over and within 10 feet of the front line, rear line and side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. Said easement to also extend along any owner's front, side and rear property line, in case of fractional lots. A temporary easement of 40 feet along the front, side and rear lines of any lot in the subdivision is reserved for the construction of sewer mains with a 15 foot permanent easement for egress and ingress. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 10 foot wide strip as long as such lines do not hinder the construction of building on any lots in this subdivision.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales periods.
12. No outside toilet or privy shall be erected or maintained in the subdivision. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Oconee County and the State of South Carolina.
13. No individual septic tanks or individual sewer systems are permitted. On July 1, 1988, this provision shall be null and void and of no effect if the main sewer line in front of the property has not been connected to a sewage disposal facility by that date. (The phrase "main sewer line in front of the property" shall mean a pipe for sewage located under that part of the right of way for the street or road on which the property abuts.)
14. No individual water wells or individual water systems are permitted. On July 1, 1988, this provision shall be null and void and of no effect if the main water line in front of the property has not been connected to a central water facility by that date. (The phrase "main water line in front of the property" shall mean a pipe for water which is located under that portion of the right of way for the street or road on which the property abuts.)
15. A \$321.00 assessment per year shall be levied against each lot for the maintenance of the road system and recreational facilities. Such assessment shall be considered a lien against said lot. This assessment will be due annually and payable April 1<sup>st</sup> for that calendar year. This assessment may be paid in monthly installments at the option of the developer, its successors and assigns.
16. Every record owner of a lot, including contract purchasers, but excluding persons holding title merely as security for performance of an obligation, will automatically become and be a member of the Foxwood Hills Property Owners Association, and is and shall be subject to the Bylaws, Rules and Regulations of Foxwood Hills Property Owners Association. Foxwood Hills Property Owners Association has been incorporated under the laws of the State of South Carolina as a non-profit corporation.

17. The voting rights of members will be determined by the applicable provisions of the bylaws of the Foxwood Hills Property Owners Association, which provisions are incorporated herein by this reference.
18. Until such time as the Common Properties are owned by the Foxwood Hills Property Owners Association, neither the Association nor its members shall have any legal right to said Common Properties, unless the Developer grants such legal rights. If and when the Association shall own one or more of the Common Properties, then each Member, his family members and guests residing with him/them in his household shall be entitled to the use and enjoyment of those Common Properties which are owned by the Association, subject to reasonable regulations which the Board of Directors shall have the power to prescribe, including, but not limited to, payment of maintenance fees, assessments, and use charges. Such right and easement of enjoyment of those Common Properties shall be appurtenant to and shall pass with the title to every lot.
19. All owners and occupants must out of respect for their neighbors and in order to maintain and enhance property values keep their property in reasonable repair and shall mow the property at regular reasonable intervals and should grass be allowed to grow to a height greater than eighteen (18) inches the undersigned owners may enter upon such property and mow same and such owner or occupant shall be liable for the cost of such mowing and the cost of such mowing shall become a lien upon the property.
20. If the owner of any lot in said subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.
21. Invalidation of any one or more of these covenants and restrictions by judgement of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained which shall remain in full force and effect.

## **AMENDMENT TO RESTRICTIONS**

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

KNOW ALL MEN BY THESE PRESENTS:

That whereas Foxwood Corporation, the legal and equitable owner of Foxwood Hills Subdivision, parts of which were formerly known as Mountain Bay Estates, made and declared certain restrictions for **Edisto Section**, Lots 1-227, as recorded in Plat Book P-42, Page 105, which "Restrictions" are of record in the Office of the Clerk of Court of Oconee County, South Carolina; and

Whereas it is the purpose of Foxwood Corporation to amend such restrictions for Lots 20-35 of Edisto, as follows:

No building shall be erected or maintained on Lots 20-35 of Edisto other than the following: single family detached residential dwelling, with or without a private garage; townhouses; condominiums, or apartment building not to exceed four (4) floors or stories from ground level. The ownership of a residence may be fee simple, condominium, co-operative or a planned unit development.

Foxwood Corporation reserves the right to designate at the time of sale of each of the aforesaid lots, which of the above-listed uses applies to that particular lot.

Item 4 of the initial restrictions for Lots 20-35 is amended to read in its entirety as follows:

All building plans for Lots 20-35 must be approved by the Developer.

Item 7 of the initial restrictions for Lots 20-35 is amended to read in its entirety as follows:

All front, side and rear setback lines shall be set by the Developer.

Item 11 of the initial restrictions for Lots 20-35 is amended to read in its entirety as follows:

Permanent easements are reserved along, over and within 10 feet of the front line, rear line and side lines of Lots 20-35 for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities except that, if several lots are combined for construction of multi-family housing, these easements are reserved only along the front, side and rear lines of the combined area. A temporary easement of 40 feet along the front, side and rear lines of any lot in the subdivision is reserved for the construction of sewer mains with a 15 foot permanent easement for egress and ingress except that, if several lots are combined for the construction of multi-family housing, this easement is reserved only along the front, side and rear lines of the combined area.

Item 16 of the initial restrictions for Lots 20-35 is amended to read in its entirety as follows:

A \$321.00 assessment per year shall be levied against each housing unit established on each lot for the maintenance of the road system and recreational facilities. Such assessment will be due annually and payable April 1<sup>st</sup> for that calendar year. This assessment may be paid in monthly installments at the option of the developer, its successors and assigns. For example, if a purchaser buys Lot 20, and intends to build three (3) condominium units, he would pay \$321.00 per year until the finished condominium units were either sold or occupied, whichever ever comes first. At the time of sale or occupancy of each unit, the \$321.00 per year per living unit assessment begins. Thus, when all 3 units were either sold or occupied, \$963.00 in assessments per year would be collected, \$321.00 from each unit.

Item 17 of the initial restrictions for Lots 20-35 is amended to read as follows:

Every record owner of a lot, including contract purchasers, but excluding persons holding title merely as security for performance of an obligation, will automatically become and be a member of the Foxwood Hills Property Owners Association, and is and shall be subject to the Bylaws, Rules and Regulations of Foxwood Hills Property Owners Association. Foxwood Hills Property Owners Association has been incorporated under the laws of the State of South Carolina as a non-profit corporation. Where a lot on the recorded plat has been further subdivided, the single vote allotted to that lot shall be allocated in fractional proportion in the same ratio as each owners portion of the lot bears to the entire lot.

In all other respects, the restrictions recorded in Deed Book 13-H, at Page 146 of the records of Oconee County, South Carolina, remain unchanged.

FOXWOOD CORPORATION