

## 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:

**Section HS-A (Homestead Section)** as recorded in Plat Book 38, Page 3:

Lots 1, 2, 3, 4, 5, 8, 21, 24, 27, 35, 41, 42, 43, 50, 51, 56, 57,  
58, 61, 63, 65, 66, 67, 76, 77, 80, 82, 91, 95, 96, 98, 99, 102

1. 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 Foxwood Corporation until such time as Foxwood Corporation, in its discretion, transfers title to the recreational facilities to the Property Owners' Association. The Architectural Control Committee, at its discretion, shall allow old, used, and existing buildings or structures to be moved onto, placed on or permitted on any lot.
2. 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.
3. Domesticated or semi-domesticated animals such as dogs, cats, horses and cows may be permitted without prior approval of the Architectural Control Committee if they do not constitute a health hazard or nuisance as determined by the Architectural Control Committee or by the laws of the State of South Carolina.
4. 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.
5. 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.

6. 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.
7. 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.
8. 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 and payable April 1<sup>st</sup> and each ensuing year thereafter.
9. 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.
10. 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.