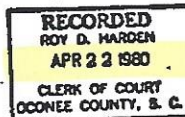


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RESTRICTIONSSTATE OF SOUTH CAROLINA
COUNTY OF OCONEEKNOW ALL MEN BY THESE PRESENTS:

That whereas Foxwood Corporation, the legal and equitable owner and developer 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:

Aaron Section as recorded in Plat Book P-42, page 191: Lots 1-235.

1. The following lots are restricted to single family residential dwellings: Lots 1-85 and 170-235.

a. No building shall be erected or maintained on any of the above listed lots other than a private residence, a private garage, and a small storage structure for the sole use of the owner or occupant.

b. No mobile homes or recreational vehicles shall be placed on any lot.

c. Each residence must have a minimum floor area of 1,000 square feet exclusive of porches, stoops, open or closed carports, patios or garages.

d. No residence, garage, or storage structure 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 exterior construction shall be completed within one hundred twenty (120) days of the start of said construction. No storage structures may be placed on a lot until the construction of the residence has begun. 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, and thereafter the Architectural Control Committee will be controlled by the Foxwood Hills Property Owners' Association.

e. 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. With the written approval of the Architectural Control Committee, the requirements of this subparagraph e may be waived or revised in whole or in part.

f. No outbuilding or basement erected on any of the above listed lots shall at any time be used as a dwelling, temporarily or permanently, nor shall any trailer, shack or any residence of a temporary character be permitted on any of the above listed lots.

2. The following lots are restricted to mobile homes and single family residential dwellings: Lots 86-169.

a. If a lot owner of any of the lots 86-169 desires to place a mobile home on the lot, then the following restrictions must be observed:

i. Each residence must have a minimum floor area of 600 square feet exclusive of any attachments thereto.

ii. No mobile home shall be erected, placed or altered on any lot until the 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.

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iii. No residential structure shall be located nearer to the front lot line than 40 feet, or nearer to the side street line than 10 feet, or nearer to the side lot line or rear lot line than 5 feet without the written permission of the Architectural Control Committee. 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, and thereafter the Architectural Control Committee will be controlled by the Foxwood Hills Property Owners' Association.

iv. Each mobile home must have a permanent and solid type, enclosed foundation of concrete, masonry or other building materials.

v. No mobile home shall be more than three years old at the date of placement on the lot, as evidenced by a certificate of title or similar instrument which must be presented to the Architectural Control Committee.

vi. Each mobile home must have an open or closed deck or porch which has a minimum area of 36 square feet.

vii. No outbuilding or basement erected on any of the above listed lots shall at any time be used as a dwelling, temporarily or permanently, nor shall any undesirable trailer, shack or any residence of a temporary character be placed or permitted on any of the above listed lots.

b. If a lot owner of any of the lots 86-169 desires to build a single family residential dwelling, such lot owner must comply with restrictions 1.a. through 1.f. above.

3. 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. This provision does not apply to any mobile home on lots 86-169 which is in compliance with restriction 2.a.v. above.

4. No animals or birds, other than usual household pets in reasonable numbers, shall be kept on any lot.

5. 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.

6. 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 the employees of said utilities having right of ingress to and egress from and across said premises, said easement to also extend along the owner's front, side and rear property lines in case of fractional lots. A temporary easement of 40 feet along the front, side and rear lines of all lots in the subdivision is reserved for the construction of sewer mains with a 13-foot permanent easement for ingress and egress.

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 or placement of a mobile home on any lots in this subdivision.

7. No sign of any kind shall be displayed to the public view on any lot except: a. one professional sign of not more than one square foot, b. one sign of not more than five square feet advertising the property for sale or rent, or c. signs used by a builder or the Foxwood Corporation to advertise the property during the construction and sales periods.

8. 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 or the applicable public health rules.

9. The applicable public health rules shall govern the method or methods of water supply available to lots in Aeron.

10. A \$60.00 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 January 15th for that calendar year. This assessment may be paid in monthly installments at the option of the developer, its successors and assigns.

11. 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 By-Laws and 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.

12. The voting rights of members will be determined by the applicable provisions of the By-Laws of the Foxwood Hills Property Owners' Association, which provisions are incorporated herein by this reference.

13. 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.

14. 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 developer, its successors and assigns 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.

15. 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, persons or corporation owning any real property situated in said subdivision and/or the Property Owners' Association 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.

16. Invalidation of any one or more of these covenants and restrictions by judgment 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.

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17. These restrictions may be supplemented by such rules and regulations as the Board of Directors of the Foxwood Hills Property Owners' Association may prescribe. Such rules and regulations, if so specified on their face, may be enforced by any lot owner, the Property Owners' Association, the Foxwood Corporation, or any other person or entity with standing to enforce, in the same manner as the foregoing restrictions.

FOXWOOD CORPORATION

Joe Michael
WitnessBY: Joe MichaelMary Coker
WitnessFrancis E. Kern

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STATE OF South Carolina)
COUNTY OF Oconee)

PERSONALLY appeared before me Sue Michael
and made oath that she saw Gary Merritt on
Vice President and Frances E. Kerr as Assistant Secretary
of Foxwood Corporation, the within named corporation, sign, seal with its
corporate seal and as the act and deed of said corporation deliver the within
written document, and that she, with Tracey Coker
witnessed the execution thereof.

Sue Michael

Sworn to before me this the 21 day of April
A.D., 1980.

Viada A. Helms
Notary Public for

My Commission Expires January 2, 1982

(Notarial Seal)

