

Newbury

(14)

FOXWOOD CORPORATION

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, 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:

Newbury Section as recorded in Plat Book P-42, Page 106:
Lots 1-180

No lot shall be used except for recreational vehicular purposes. No lot used for a recreational vehicle shall be used by its owner as a permanent residence. The term "recreational vehicle" shall include: manufactured motor homes, pick-up campers, trailers under 40 feet in length, vans and van conversions.

1. There shall be no homemade, converted buses, unsightly homemade or altered camping rigs or similar types of vehicles permitted on any camp site.
2. No mobile homes shall be placed on any lot.
3. There shall be no permanent structures constructed on any lot, or combination of lots, with the exception of a pre-constructed storage unit not to exceed 6 feet by 8 feet (48 square feet of floor space), which shall be susceptible to removal from the lot and shall be of good appearance. All such structures and improvements must be approved by 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.
4. There shall be no more than one (1) recreational vehicle permitted on any lot, or in the case of one person owning two adjoining lots, then no more than two (2) vehicles are permitted.
5. Every recreational vehicle shall be parked or placed on any lot, or combination of lots, not less than 15 feet from the edge of the adjoining street line or pathway. Every storage unit shall likewise be at least 15 feet from the edge of the road.
6. The following minimum dimensions shall govern for front, side and rear setbacks on all lots, with respect to any recreational vehicle thereon, as well as any storage unit thereon; provided however, that where more than one adjoining lot is owned by a single person, the lots shall be considered as one.
 - 20 Feet from the front line of each lot abutting the street;
 - 5 Feet from each lot side lines;
 - 5 Feet from the rear line of each lot.

7. No animals or birds, other than household pets, shall be kept on any lot.
8. 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.
9. No outbuilding erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any residence of 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.

12. 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.
13. 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.
14. 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.)
15. No individual water wells or individual water systems are permitted. On July 1, 1988, this provision shall become 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.)
16. 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 1st of that calendar year and each ensuing year thereafter.

17. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. Invalidity 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.

REVISED RESTRICTIONS RECORDED 3/13/2003

RESTRICTIONS

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

KNOW ALL MEN BY THESE PRESENTS:

These restrictive covenants are entered into by at least fifty one percent (51%) of the property owners of the **Newbury** Section of the Foxwood Hills Subdivision, in Oconee County, South Carolina, more particularly described by a plat recorded in plat book P-42 at Page 106 (lots 1-180) of the Oconee County RMC office, for purposes of ensuring full enjoyment of the property, maintaining fair and adequate property values in the Newbury Section and of continuing the **Newbury** Section as a desirable recreational and residential part of Foxwood Hills.

Witnesseth, whereas, one hundred percent (100%) of the owners in the Newbury Section of the Foxwood Hills Subdivision, more particularly described by a plat book P-42 at Page 106 of the Oconee County RMC office, entered in to mutual restrictive covenants for the Newbury Section and duly recorded the restrictive covenants in the Oconee County RMC office in Deed Book 1227 at Page 119 and, Lots 1-180.

Whereas, those covenants allow revision with approval of fifty one percent (51%) of the property owners, and;

Whereas, over fifty one percent (51%) of the property owners of lots in the Newbury Section of the Foxwood Hills Subdivision desire to revise the current restrictions.

Now, therefore, over fifty one percent (51%) of the property owners, in consideration of our mutual interests as owners of real estate in the Newbury Section covenant agree with one another that we, our heirs, executors, administrators or assigns will be bound by the following restrictions:

1. **Recreational vehicles:** all lots may be used for recreational vehicles. This use may be as a campsite for the temporary use of a recreational vehicle or as a permanent site of a recreational vehicle.
2. **One RV per lot:** there shall be no more than one recreational vehicle, camper, or park model per single lot.
3. **Mobile homes:** no mobile home shall be allowed on any lot. Mobile home is defined as portable unit transportable in one or more sections designed and built to be towed on its own chassis, comprised of a frame and wheels which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length or when erected on site is three hundred twenty or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and/or electrical systems contained in it. Mobile home does not mean modular homes which are not built on a chassis with their own wheels.
4. **Single-family homes:** all lots may be used for either detached single-family homes or single-family homes attached to recreational vehicles. All homes must be approved by the acc as outlined in paragraph 10 below and must be compliance with all Oconee county building codes.

5. Size of homes: all homes shall have a maximum interior square footage of 1200 square foot and shall have a minimum interior square footage of 600 square foot.
6. Decks, porches, outbuildings: construction of decks, porches, outbuildings, room additions, roof-overs, fences, and other additions are permissible but must be approved by the acc as outlined in paragraph 10 below and must be in compliance with all Oconee county building codes.
7. Setbacks: no structure or recreational vehicle on lots may be nearer than twenty (20) feet to the front of a lot or five (5) to the back or either side of a lot or nearer than any dimensions set by Oconee building codes, whichever is greater. If any side of a lot abuts us army corps of engineer property then there shall be no restriction of the proximity of a structure or recreational vehicle to that side of the lot; however, lots must still comply with any restrictions set by Oconee building codes. The front of a lot is the side with road frontage. If two or more sides of a lot have road frontage, the front of the lot is the side that the United States postal service currently uses as the lots mailing address. If the lot has no mailing address used by the US Postal Service, then the front side is the side with the most road frontage. However, if two or more contiguous lots are owned by the same owner these lots may be considered one lot for the purposes of the restrictions in this paragraph.
8. Current structures not affected: only new construction is covered by these restrictions. Any structure or recreational vehicle on any lot on the day that these restrictions are recorded shall be considered acceptable and not be subject to the restrictions in paragraphs one (1) through seven (7) of these restrictions.
9. Foxwood Hills POA Inc: the Foxwood Hills Property Owners Association has been duly incorporated under the laws of South Carolina as a non-profit corporation. Every present and future owner of any lot in the Newbury Section, including contract purchasers, but excluding persons holding title merely as security for performance of an obligation, will automatically become a member of the Foxwood Hills Property Owners Association and is and shall be subject to the bylaws, rules and regulations of the Foxwood Hills Property Owners Association except where the bylaws, rules or regulations of the Foxwood Hills Property Owners Association conflict with these restrictions and covenants. In any case where the bylaws, rules or regulations of the Foxwood Hills Property Owners Association conflict with these restrictions and covenants these restrictions and covenants shall control.
10. Architectural control committee: all constructed commenced after the day these covenants and restrictions are recorded, and any recreational vehicle that is place on any lot after the day these covenants and restrictions are recorded that is to remain on any lot for more than two (2) months must be submitted to and approved by the architectural control committee (acc). The acc shall abide by these covenants and restrictions when rendering decisions under this paragraph and approvals for structures or recreational vehicles shall not be unreasonably denied.
11. Animals: no animals, reptiles, insects, or birds of any kind shall be raised, bred or kept in or on any lot; except that household pets shall be allowed provided that they are kept on a leash or contained at all times and are not maintained for any commercial purpose.

12. Nuisances: no noxious, illegal, or offensive trade or activity shall be carried on upon any lot, nor shall anything be done that may become an annoyance or nuisance or in any way interferes with the quiet enjoyment of any of the owners of his or her lot.
13. Vehicle restrictions: no commercial vehicle, truck (other than pickup trucks or vans that are used as personal or both personal and business vehicles), inoperable boats or automobiles, unlicensed vehicles (other than recreational vehicles which meet all other restrictions) shall be permitted to remain on any lot other than temporarily, unless placed and maintained in an enclosed garage or carport. No noisy or smokey vehicle may be operated in the Newbury Section. No unlicensed vehicles shall be operated on the property.
14. Garbage: all garbage, rubbish, and trash shall regularly be removed from the property and shall not be allowed to accumulate on the property. Garbage, rubbish, trash and other waste shall not be kept except in sanitary containers. All containers, garbage cans, or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.
15. Utility easements: easements shall be granted, if necessary over and within ten (10) feet of any property line for the construction or maintenance of poles, conduits, wires, pipes, fixtures for electricity, telephones, water mains, sanitary and storm sewers, road drains and other public or quasi public utilities; also to trim any trees that may interfere or threaten to interfere with construction or maintenance of poles, conduits, wires, pipes, fixtures for electricity, telephones, water mains, sanitary and storm sewers, road drains and other public or quasi public utilities.
16. Signs: the construction or maintenance of signs, billboards, or advertising structures of any kind on any lot is prohibited without prior approval of the acc, except that one sign of advertising the sale or rental of the property provided it does not exceed five (5) square feet.
17. Toilets: no outside toilet or privy shall be erected or maintained on any lot. All sanitary plumbing shall conform to the minimum requirements of the South Carolina Department of Environmental Control and the Oconee County Health Department.
18. Upkeep: it shall be the responsibility of each lot owner to maintain his or her lot to reasonable standards, to keep the property in reasonable repair, and to mow at regular intervals.
19. Assessment: every lot shall have a yearly assessment levied against it, in an amount to be determined by the Foxwood Hills Property Owners Association, for the maintenance of the road system and recreational facilities. This assessment shall be due annually and payable as set out in the bylaws, rules and regulations of the Foxwood Hills Property Owners Association.
20. Enforcement: these restrictions may be enforced by any owner of a lot covered by these restrictions and/or the Foxwood Hills Property Owners Association.
21. Modification or amendment: these covenants may be modified by agreement of two-thirds (2/3 or 66.66%) of the owners of the lots in the Newbury Section. However, no modification, amendment, or addition to this agreement, nor waiver of any of these restrictions, shall be valid or enforceable unless in writing and signed by the owners of two-thirds (2/3 or 66.66%) of the lots in the Newbury Section.
22. Binding effect: these restrictions and covenants shall be binding upon all present and future owners of lots in the Newbury Section, their heirs, successors and

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RESTRICTIONS

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

RECORDED
ROY D. MARDEN
APR 22 1980
CLERK OF COURT
OCONEE COUNTY, S. C.

KNOW 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 192; 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 15-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 Aaron.

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
Witness

BY:

[Signature]

Henry Cohen
Witness

Francis E. Keiser

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STATE OF South Carolina
COUNTY OF Oconee

PERSONALLY appeared before me Sue Michael
and made oath that she saw Gary Harritt as
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 31 day of April
A.D., 1980.

Diada P. Beltrami
Notary Public for

My Commission Expires January 2, 1981

(Notarial Seal)

NEWBURY



