

**Book 1488, Page 275**  
**Registrar of Mense Convinces**  
**Dorchester County SC**  
**Filed/Recorded August 14, 3:50PM, '95**

STATE OF SOUTH CAROLINA	)	RESTATED
	)	RESTRICTIVE
COUNTY OF DORCHESTER	)	COVENANTS

Whereas various sections of and lots in the Irongate residential community are subject to restrictive covenants and easements made applicable by various documents recorded since 1978 in the land records of Dorchester County. Some sets of covenants are identical while others are nearly identical, with new subjects being dealt with only in the most recently recorded documents:

Whereas Irongate Civic Association, Inc., and we the undersigned property owners desire that a single set of covenants prevail throughout Irongate so as to encourage compliance with them and to facilitate their enforcement; and

Whereas we desire to establish a requirement for the payment of certain fees to the Association by all lot owners:

Now therefore, we hereby restate the restrictive covenants applicable to the Irongate residential community by declaring that the "Declaration of Covenants, Conditions, Easements, and Restrictions..." dated October 29, 1985, and recorded in Book 549 at page 260, is hereby made applicable to all of the lots in the Irongate residential community in lieu of all other restrictive covenant documents continuing to apply. These restated covenants run with the land as set out in the Declaration and become effective upon their recording.

We also amend these restated covenants to add a new paragraph as follows:

Section Forty. Mandatory Assessments. Each Irongate lot owner by acceptance of his deed (whether or not this Declaration, as amended, is referred to in the deed) agrees to pay to Irongate Civic Association, Inc., an annual assessment from time to time levied by the Association for capital improvements or any special purpose. The assessments and any collection costs shall be a lien on each lot and the personal obligation of the lot owners until paid in full. The lien of the assessments shall be subordinate to any purchases money mortgage now or subsequently placed on the lot and to any refinance of such mortgage.

Witnesses our hands on the dates indicated.

Witnesses

Irongate Civic Association, Inc.

1. *signature on file*

By: *signature on file* (Tommy D. Marlatt)  
Its President

2. *signature on file*

By: *signature on file* (Donald E. Erbe)  
Vice President

Signed on 10/13, 1994

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER )

PROBATE  
  
FOR THE ASSOCIATION

Personally appeared before me the first witness who signed above, who, under oath, said that (s)he saw James. C. Hare and Jennifer Booth, the incumbent President and Secretary of Irongate Civic Association, Inc., sign and as the Association's act and deed, deliver this document, and that (s)he and the second witness who signed above saw the same.

1. *signature on file* (Rutherford P.C. Smith)

SWORN to before me on  
October 13, 1994

*signature on file* (SEAL)

*signature on file* (SEAL)  
Notary Public of South Carolina

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF DORCHESTER     )         DECLARATION OF COVENANTS,  
  CONDITIONS, EASEMENTS, AND  
  RESTRICTIONS APPLICABLE TO  
  IRONGATE, SECTION A, PHASE III

WHEREAS, on or about September 8, 1978, Westvaco Development Corporation executed certain COMMUNITY RESTRICTIONS applicable to Phase IA of the community of Irongate, and recorded the same in Book 355, page 79 in the Office of the Clerk of Court for Dorchester County, South Carolina;

WHEREAS, on or about January 8, 1979, Westvaco Development Corporation executed and recorded in Book 365, page 45 in said Office of the Clerk of Court for Dorchester County, certain COMMUNITY RESTRICTIONS applicable to Section IB in the community of Irongate subjecting an additional phase (section IB) of said subdivision to the Community Restrictions for Irongate;

WHEREAS, on or about October 6, 1980, Westvaco Development Corporation executed and recorded in Book 423, page 288 in said Office of the Clerk of Court for Dorchester County certain COMMUNITY RESTRICTIONS applicable to Section 2A of the community of Irongate subjecting an additional phase (section 2A) of said subdivision to the Community Restrictions for Irongate;

WHEREAS, on or about November 11, 1982, Westvaco Development Corporation executed and recorded in Book 477, page 86 in said Office of the Clerk of Court for Dorchester County that certain SUPPLEMENTAL DECLARATION TO COMMUNITY RESTRICTIONS IRONGATE application to Section 2B of the community of Irongate subjecting an additional phase (section 2B) of said subdivision to the Community Restrictions for Irongate;

WHEREAS, on or about November 15, 1983, Westvaco Developmental Corporation executive and recorded in Book 500, page 432 in said Office of the Clerk of Court for Dorchester County that Certain SUPPLEMENTAL DECLARATION TO COMMUNITY RESTRICTIONS FOR IRONGATE applicable to Section 2C of the community of Irongate subjecting an additional phase (section 2C) of said subdivision to the Community Restriction for Irongate;

WHEREAS, Westvaco Development Corporation owns and holds record title to that certain real property described herein below (section 3A) and is desirous that the same be made subject to the following covenants, restrictions, conditions, and easements.

NOW THEREFORE, Westvaco Development Corporation (herein sometimes referred to as “the Developer”), in consideration of the premises and other good and valuable consideration, does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to that real property described herein and such additions thereto as may hereinafter be made pursuant to the terms hereof, and said property shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used, subject among others to the covenants, restrictions, conditions, and easements, as herein set forth hereinafter referred to as the “Covenants”.

**Section One. Property Subject to these Covenants.** The real property which is and shall be held, transferred, sold, conveyed, leased and occupied, subject to the Covenants, is located in Dorchester County, South Carolina, and is known as Section 3A of Irongate and is shown on that certain plat entitled "Plat Showing Irongate Subdivision, Section 'A', Phase 'III', Property of Westvaco Development Corporation, Located in Oakbrook, Town of Summerville, Dorchester County, South Carolina: made by A. Vint Thornburg, S.C. P.E. and L.S. #4477, dated August 19, 1985, and recorded in the Office of the Clerk of Court for Dorchester County in Plat Cabinet E, Slide 259. Said plat is incorporated herein by reference and hereinafter referred to as the "Plat". The lots shown on the Plat are in the following lettered blocks and are numbered as shown below:

<u>BLOCK</u>	<u>LOTS</u>
M	1-19
N	1
R	22 and 23
S	1-14
U	21 and 22

**Section Two. Definitions.** The terms following shall be given the meaning as stated.

- a. "Lot" shall mean any lot shown on the Plat or a plat of a portion of Irongate and made subject to these covenants, and shall include any dwelling when the context requires such construction.
- b. "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations, partnerships or other legal entities of the fee simple title to any Lot, but notwithstanding any application theory of a mortgage, shall not mean or refer to the mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceedings in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

**Section Three. Additions to Existing Property.** The Developer, its successors and assigns, shall have the right, without the further consent of any Owner, mortgagee, lien holder, or any other person, to bring within the plan and operation of these Covenants additional properties in future stages of development which are contiguous and adjacent thereto and which may be joined together with those properties previously developed to form the community of Irongate. The additions authorized under this section shall be made by filing of record a supplementary declaration of covenants with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property.

The supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in these Covenants as may be necessary or convenient, in the judgment of the Developer, to reflect the different character, if any, of the added properties.

**Section Four. Residential Use of Property.** All Lots shall be used for residential purposes only, and no structure shall be erected, placed, altered, or permitted to remain on any Lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such Lots.

**Section Five. Setbacks and Building Lines.** No building shall be located on any Lot nearer to the front Lot line than Twenty-five (25') feet or nearer to a side Lot line than Ten (10') feet or nearer to the back Lot line than Twenty-five (25') feet. The following additional provisions concerning setbacks shall apply.

- a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the Developer's intent that setbacks shall be staggered where appropriate so as to preserve important trees, and assure vistas of flora and open areas. The Developer reserves the right to alter the setback requirements for any Lot where it, in its sold discretion, deems such action appropriate and to select the precise site and location of each house or other structure on each Lot and to arrange the same in such manner and for such reasons as the Developer shall deem sufficient.
- b. Swimming Pools. Swimming pools and all decks shall not be located nearer than ten (10') feet to any Lot line (and must be located to the rear of the main dwelling) and swimming pools shall not project with their coping more than two (2') feet above the established grade of the Lot.
- c. Walls and Fences. Boundary walls may be erected and hedges grown, but not higher than three (3') feet from the street right-of-way to the rear building line. Fences, boundary walls and hedges shall not exceed six (6') feet in height from the rear building line to the rear property line. All fences must be approved, in writing, by the Developer. The construction side of all fences must face the interior of the Lot.
- d. Minor Deviations. Any deviation from the building line requirements set forth herein not in excess of ten (10%) percent thereof shall not be construed to be violation of said building line requirements.
- e. Subdivision of Lots. No portion of any Lot shall be sold or conveyed except in the case of a vacant Lot the same may be divided in any manner between the owners of the Lots abutting each side of same. Also, two contiguous Lots, when owned by the same party, maybe combined to form one single building Lot. In either of the two instances cited above, the building line requirements as provided herein shall apply to such Lots as combined. Nothing herein shall be construed to allow any portion of any Lot so sold or conveyed to be used as a separate building Lot. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise without written consent of the Developer except as provided for in this section.
- f. Corner Lots. In the case of a corner Lot, the house may be placed diagonally across the Lot so as to face the corner of any two streets or a cul-de-sac no nearer than ten (10') feet to any street line, unless otherwise approved in writing by the Developer. In all other instances, the front line of any corner Lot shall be the shorter of the two property lines along the intersecting two streets, except that the side Lot line setback in such instance shall be fifteen (15') feet on the side adjoining the street.

- g. Porches and Eaves. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wingwalls, and steps extending beyond the outside wall of a structure may be approved by the Developer, but in no event shall any structure be closer than five (5') feet from any property line.
- h. Exteriors. No dwelling shall be erected on the Lots having an exterior finish of asbestos shingles or concrete blocks unless said blocks are designed in a manner acceptable to the Developer. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises.

**Section Six. Enclosed Dwelling Area Requirements.** No residence or dwelling shall be erected on any of the Lots unless said residence or dwelling shall be constructed with a minimum of twelve hundred (1200) square feet of total enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, porches and like areas.

**Section Seven. Architectural Control.** No construction, reconstruction, remodeling, alteration, or addition to any structures, building, fence, wall, road, drive, path or improvement of any nature shall be commenced on a Lot without obtaining the prior written approval of the Developer as to location, plans and specifications.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to the Developer. The Developer shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon given approval, construction shall be started and prosecuted to completion, properly and in strict conformity with such plans. The Developer, and Owners shall be entitled to stop any construction in violation of these Covenants in accordance with Section Thirty-six. No previously approved structure shall be used for any purpose other than for which it was originally approved.

**Section Eight. Architectural Committee.** At such time as Developer divests itself of all Lots made subject to these Covenants, or not later than December 31, 1992, whichever comes sooner, an Architectural Committee composed of owners of Lots subject to these Covenants, consisting of not less than three nor more than seven members, shall exercise authority to approve all such plans as described in this Section. The committeemen shall be elected by a majority of the Owners of the Lots subject to these Covenants, or if not so elected, the Developer may appoint the said committee.

**Section Nine. Dwelling Building Cost.** No dwelling the action cost of which is less than Thirty Thousand and 00/100 (\$30,000.00) Dollars shall be erected on any Lot.

**Section Ten. Completion of Construction.** The exterior of all homes and other structures must be completed within six (6) months after the date construction of the same shall have commenced, unless otherwise extended by the Developer where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamity, or for such other reason as the Developer, in its sole discretion, shall deem sufficient.

**Section Eleven. Obstruction to View at Intersection and Delivery Receptacles.** The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of same. No receptacle or container for the receipt of mail, newspapers, or similar delivered materials, shall be erected or permitted to remain between the front street line and the minimum building setback line; provided, however, that this restriction shall be unenforceable insofar as it may conflict with the regulations, now or hereafter adopted, or any governmental agency. Receptacles for the receipt of mail shall be as approved by the Developer.

**Section Twelve. Use of Outbuildings and Similar Structures.** No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, garage, barn or other structure of similar nature shall be used as a residence, either temporarily or permanently; provided however, this paragraph shall not be construed to prevent the use of sheds or other temporary structures during construction as maybe approved by the Developer.

**Section Thirteen. Sign Boards.** No signboards shall be displayed except "For Rent" and "For Sale", which signs shall not exceed two feet by three feet in size. No more than two signs shall be displayed on one Lot at the same time. No sign or any part thereof shall be placed at a height of more than four feet.

**Section Fourteen. Antenna.** No radio or television transmission tower or antenna shall be erected within the restricted property and only the customary receiving antenna which shall never exceed ten (10') feet in height above the roof ridgeline of nay house is allowed.

**Section Fifteen. Mining.** No Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, remove of, or nay other exploitation of subsurface natural resources, with the sole exception of subsurface water.

**Section Sixteen. Air and Water Pollution.** No use of any Lot (other than the normal use of residential fireplaces and residential chimneys) shall be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards established by federal and state law and any regulations thereunder. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Lots in violation of any regulations of the State of South Carolina or any private or public body having jurisdiction. No person shall dump garbage, trash or other refuse into any waterway or on immediately adjacent to the Lots.

**Section Seventeen. Disposition of Trash and Other Debris.** Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of a Lot other than in receptacles customarily used therefore which, except on a scheduled day for trash pickup, shall be located only in a garage or patio. At all other times such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction for a period not to exceed 180 days (commencing from day one of the first delivery of any such materials) for any approved structure, unless such materials are screened from view in a manner approved by the Developer. During the course of construction, sites are to be kept free of

unsightly accumulation of rubbish and scrap materials, and trailers, shacks and the like are to be kept in a neat and orderly manner. No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any Lot.

**Section Eighteen. Aesthetics, Natural Growth, Fences, Screening, Underground Utilities Service.** No nature growth or flora shall be intentionally destroyed and removed, except with the prior written approval of the Developer without which the Developer may require the Owner, at his cost, to replace the same. Garbage cans, equipment, coolers, or storage piles shall be walled in to conceal them from the view of neighboring Lots or streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within a Lot, except such as are installed in accordance with the original construction of the Lots, and any replacement thereof, or as are authorized and approved by the Developer.

**Section Nineteen. Animals.** No animals, reptiles, worms, rodents, birds, fish, livestock or poultry shall be raised, bred, or maintained on any Lot, except that domestic dogs, cats fish and birds inside bird cages, may be kept as household pets within any structure upon a Lot, provided they are not kept, bred or raised therein for commercial purposes, or in unreasonable quantities. As used in these Covenants, "unreasonable quantities" shall be deemed to limit the total number of all dogs, cats and birds to two (2) per Lot. All pets must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or enclosed area.

**Section Twenty. Prohibition of Commercial Use or Nuisance.** No trade or business of any kind or character nor the practice of any profession, not any building or structures designed or intended for any purpose connected with any trade, business, or profession shall be permitted upon any Lot. This provision shall not be construed to prohibit an owner from leasing his Lot for residential purposes otherwise consistent with these Covenants.

**Section Twenty-One. Minor Agricultural Pursuits.** Minor agricultural pursuits incidental to resident use of the Lots shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

**Section Twenty-Two. Changing Elevations.** No Owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted with materially affects surface grade of surrounding Lots.

**Section Twenty-Three. Wells.** No individual water supply system shall be permitted except for irrigation, swimming pools or other non-domestic use.

**Section Twenty-Four. Easements.** In addition to those easements shown on any plats of Lots, and not as any limitation thereof, an easement on each Lot is hereby reserved by the Developer for itself and its agents, designees, successors and assigns along, over, under and upon a strip of land ten (10') feet in width, parallel and contiguous with the rear or back lot line of each Lot, and along, over, under and upon a strip of land three (3') feet in width, parallel and contiguous with each side Lot line. The within reserved easements consist of a strip of land twenty (20') feet in width along rear Lot



lines ten (10') feet on either side of the rear Lot lines and six (6') feet in width along side Lot lines three (3') feet on either side of side Lot lines and may be encompassed within larger easements of record. The purpose of these easements shall be to provide, install, maintain, construct, and operate drainage facilities, now or in the future, and utility service lines to, from or for each Lot. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. For the purpose of this Covenant, the Developer reserves the right to modify or extinguish the easement herein reserved along any Lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these restrictions, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of the Developer.

Nothing in this section to the contrary withstanding, the Developer reserves the right to enter into any agreement that it may deem necessary and proper with any public authority or utility company regarding the terms and conditions of use of the easement area of each Lot. Such agreement, shall upon execution, be filed with the Office of the Clerk of Court of Dorchester County and shall without the necessity of further action, constitute an amendment of these Covenants and become a part of these Covenants as if set out in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control.

**Section Twenty-Five. Maintenance Required by Owner.** Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not by way of limitation, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management.

**Section Twenty-Six. Use of Sample Houses.** The Developer, or such Builder designated by Developer, during such time as it shall continue to be the owner of any Lot may use its Lot or Lots for the purpose of building thereon a sample house or sample houses and sales information centers which may be exhibited to the public and to which the Developer, or the designated Builder, shall be entitled to invite the public for purposes of inspecting the said sample house or houses and dissemination to the public of sales information. Such activities shall not be construed as a violation of the residential provisions of these Covenants.

**Section Twenty-Seven. Outside Drying and Laundering.** No clothing or household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use.

**Section Twenty-Eight. Landscape Restrictions.** No tree having a diameter of four (4") inches or more (measured from a point two (2') feet above ground level) shall be removed from any Lot without express written authorization of the Developer.

**Section Twenty-Nine. Fireworks and Use of Firearms.** The sale and use of fireworks of any kind whatsoever on the Lot is prohibited. The use of or discharge of firearms of any kind whatsoever is prohibited. Hunting of any kind, and by any method, including but not limited to firearms, traps, snares, bow and arrows, or manually propelled missiles is prohibited.

**Section Thirty. Chemical Fertilizers, Pesticides, or Herbicides.** No commercial chemical fertilizers, pesticides, or herbicides other than those approved by the Association shall be used on any Lot. This provision in no way limits the use of those products which are readily available for consumer use and approved by an agency, such as the Food and Drug Administration, for the purpose intended, provided, however, that said chemical products are not harmful to, nor will adversely affect, aquatic growth, or marine and animal life, and said produce is so labeled by such agency as harmless to plant and animal life.

**Section Thirty-One. Prohibition Against Offensive Conduct or Nuisance.** NO noxious or offensive activity shall be carried on upon any Lot not shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or any thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. No nuisance shall be permitted or maintained upon any portion of the Property.

**Section Thirty-Two. Parking Restrictions.** No automobile shall be parked or left on any street overnight. Automobiles shall be parked on a driveway or within a garage.

**Section Thirty-Three. Other Vehicle and Trailer Parking.** No trailer, trailer house, recreational vehicle, mobile home, or habitable motor vehicle of any kind, boat or boat trailer, school bus, truck (other than non-commercial "vans" or "pickups) or commercial vehicles of any kind shall be brought upon or habitually parked overnight, whether on any street or any Lot. This shall not be construed to prohibit a mere temporary standing or parking of a trailer, boat, or trailer house, recreation vehicle, or mobile home for short periods preparatory to taking same to some other location for use or storage. Nothing contained herein shall be considered to prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction in Irongate.

**Section Thirty-Four. Documents.** All papers and instruments required to be filed with or submitted to the Developer, shall be delivered personally or sent by Certified Mail Return Receipt Requested to Westvaco, Development Corporation, at its office located at 1810 Trolley Road, Oakbrook Office Park, Summerville, South Carolina 29483 or Post Office Box 1990, Summerville, South Carolina 29484, or to such other address as the Developer may specify.

**Section Thirty-Five. Applicability.** The foregoing restrictions, conditions, easements, and Covenants are not applicable to any lands owned by the Developer in Dorchester County of elsewhere, other than the Lots as shown on the Plat referred to herein, and to those Lots that may from time to time as hereinabove provided be made subject to these Covenants by recording of a supplemental declaration.

**Section Thirty-Six. Violation.** It any person, firm or corporation shall violate or attempt to violate any of said restrictions, it shall be lawful for any person, firm or corporation

owning any of the Lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages or other dues for such violation. The party enforcing the Covenants shall be entitled to recover attorney's fees and expenses if he prevails.

The Developer, after having given fifteen (15) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken by the Owner to remedy such violation or breach, and if at the end of such time reasonable steps to accomplish such action have not been taken by the Owner, then the Developer can enforce these Covenants by entering upon a Lot to abate or remove any violation, and any such entry shall not be deemed a trespass.

Failure to enforce any of these Covenants shall not be deemed a waiver of the right to do so.

**Section Thirty-Seven. Severability.** Invalidity of any of these Covenants shall in no way affect the validity or enforceability of the other Covenants, which will remain in full force and effect.

**Section Thirty-Eight. Relocation of Streets and Revision of the Plat.** The Developer reserves the right unto itself, its successors and assigns, to relocate, open, or close streets shown upon the recorded subdivision plat and also reserves the right to revise, resubdivide, and change the size, shape, dimension, and location of Lots, and these restrictions shall be applicable to resulting Lots: provided, however, that no such revision shall adversely affect the overall subdivision plan and that no revision shall adversely affect any Lot value, as shall be determined by the Federal Housing Administration, and no Lot sold prior to such revision shall be deprived of access from the streets on which it bounds, nor shall it be deprived of access from the streets of the subdivision and, provided, further, that no Lot shall have any area less than the smallest Lot shown on said recorded subdivision Plat.

**Section Thirty-Nine. Duration and Amendment.** These Covenants bind all persons claiming any interest in the land and run with the land for a period of thirty (30) years from the date of recording, after which time they shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the Owners (multiple Owners of a single Lot shall have one (1) vote among them) of Lots has been recorded terminating the Covenants.

Amendment shall be by a written instrument signed by a majority of the Owners (multiple Owners of a single Lot shall have one (1) vote among them, and the Developer shall have one (1) vote for each Lot it owns). Upon proper execution, the instrument shall be filed in the Office of the Clerk of Court of Dorchester County.

IN WITNESS WHEREOF, Westvaco Development Corporation has caused these presents to be executed by its duly authorized officers and its seal hereunto affixed this 29<sup>th</sup> day of October, 1985.

Signed, sealed and  
Delivered in the presence  
Of:

WESTVACO DEVELOPMENT CORPORATION  
(seal)

Joann M. Locklair

By: H.O. Wassen, its President

Gay Hartmann

By: James E. Coggins

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF DORCHESTER        )

Personally appeared before me Joann M. Locklair, who, on oath, says that (s)he saw named Westvco Development Corporation by K.O. Wassen, its President sign the within Covenants, and James E. Coggins, its Vice President, attest the same, and the said Corporation, by said officers, seal said Covenants, and, as its act and deed, deliver the same, and that (s)he with Gay Hartmann witnessed the execution thereof.

Joann M. Locklair

SWORN to before me this 29<sup>th</sup> day  
Of October, 1985.

Carolyn C. Knight  
Notary Public for South Carolina  
My commission expires: 4-17-90