



27/10/22/10/2071

Initial  
Doc's

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Phase 1

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND )

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS THAT S W B, Incorporated, A South Carolina Corporation, is the owner of the following described property:

"All those certain pieces, parcels or lots of land, situate, lying and being near White Rock, in the County of Richland, State of South Carolina and being shown and delineated as the "Common Area" and Lots #9 through #53, Block "A", and Lots #7 through #20, Block "B", and Lots #1 through #4, Block "C", upon plat of Forty Love Point, prepared for S. Wyman Boozer by Associated Engineers & Surveyors, Inc., dated April 23, 1986 and recorded in the BMC Office for Richland County in Plat Book 50, at Page 277."

That the said S W B, Incorporated, A South Carolina Corporation, does hereby declare, covenant and agree on behalf of itself, its successors and assigns, and with all persons, their heirs and assigns, who shall hereafter purchase lots as above described, that said lots shall be subject to the following restrictions, reservations, covenants and limitations, hereby imposed, as to the use thereof, and that said restrictions shall run with the land.

STRUCTURES

1. No structure (except storage sheds, see paragraph 3a), shall be erected on any lot other than one (1) single family dwelling. No use shall be made of the property, or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family.

2. No dwelling shall be erected on any lot having less than Two Thousand (2,000.0) square feet of heated floor area.

3. No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding, shall be used on any lot at any time, other than storage sheds.

3a. That any storage shed placed on any lot must be constructed of the same exterior material as that of the dwelling. That prior to construction, plans for such storage sheds, including location, must be approved in writing by S W B, Incorporated, A South Carolina Corporation, its successors and/or assigns. That no storage sheds may be placed between the dwell-

ing and the 360 degree contour line of Lake Murray.

4. That there shall be no type of commercial establishment placed or erected on any lot, nor shall any lot be used for common access.

PLANS & SPECIFICATIONS

5. No residence shall be placed or erected on any lot until the building plans and specifications, together with a plat showing the location of the proposed residence, have been approved in writing by S W B, Incorporated, A South Carolina Corporation, its successors and/or assigns.

CONSTRUCTION TIME

6. All residences and/or storage sheds must be completely finished outside and painted where painting is required within six (6) months from the beginning of construction.

Further, that all unused construction material, including, but not limited to, cast-off material and/or trash remaining from construction, must also be removed from visibility within the same six (6) month period so as not to create an eyesore.

SET-BACK LINES

7. Any dwelling or structure placed on any lot must have a minimum of a Twenty-Five (25.0) foot set-back from any road; this being a requirement of Richland County.

8. Any dwelling or structure placed on any lot must be a minimum of Eight (8.0) feet from any side lot line; said Eight (8.0) feet is a requirement of Richland County and is reserved for utilities and/or drainage easements.

9. Any dwelling or structure placed on any lot must be a minimum of Thirty (30.0) feet from the closest 360 degree contour station on the particular lot that said dwelling or structure is being constructed on, unless otherwise approved in writing by S W B, Incorporated, A South Carolina Corporation, its successors and/or assigns. The 360 degree contour stations being the high-water mark of Lake Murray.

SUBDIVIDING

10. No lot in this subdivision may be subdivided which would decrease the size of any lot. Lots may be divided with

the prior written consent of S W B, Incorporated, A South Carolina Corporation, its successors and/or assigns, provided however, that any such division is used to increase the size of any adjoining lot. In the event of such division, then the side line restriction would apply to the new side line provided however, that it did not interfere with any utility or drainage already placed on the previous existing side lot line.

UTILITY EASEMENTS

11. That all lots in this subdivision are subject to utility easements as shown in detail on the above referenced plat. Further, that Ten (10.0) feet is reserved along the rear lot lines for utility easements. In addition, there will be necessary easements for electricity and telephones as may be required by the utility companies; however, any and all such easements will be within the set-back lines and/or utility easements hereinabove described.

FENCING

12. No fence of any type shall be erected on any lot in this subdivision without the prior written consent of S W B, Incorporated, A South Carolina Corporation, its successors and/or assigns. Also, no fence may be placed or erected between the dwelling and the high-water mark at any time.

REFUSE

13. No lot covered by these Restrictions or any other property in said tract of land, may be used or maintained as a dumping ground for refuse, garbage, rubbish or cast-off material; cast-off material, including, but not limited to, old automobiles, motorcycles, boats and/or toys.

OFFENSIVE ACTIVITY & PETS

14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, except domestic pets, may be kept thereon.

CLOTHESLINES & SATELLITE DISCS

15. No exterior clotheslines may be used on any lot. No satellite discs may be placed or erected on any lot, except

however, on the roof of dwellings. Forty Love Point Homeowners Association may place a satellite dish in the common area if cable TV is not available. All expenses incurred in the purchasing, erecting and maintenance of such satellite dish in the common area will be borne by the Homeowners Association of Forty Love Point.

YARDS

16a. All yards must be landscaped and neatly maintained at all times; that is, no trash of any type may be left in yards and grass and weeds must be kept cut.

16b. No trailers, mobile homes, buses, automobiles or other vehicles shall be stored or parked in the streets or roads so as to be offensive or create an eyesore.

16c. No large trucks, tractors, backhoes or any other industrial equipment may be parked in the streets or roads or in the yards, except however, for a short period of time, that being for construction of or repairs to a residence or other improvements on the lots.

17. No signs of any type may be placed on any lots or buildings or structures on any lots measuring larger than twenty (20.0) inches by thirty (30.0) inches.

Invalidation of any one of these Covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

These Covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of Twenty (20) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by three-fourths (3/4) of the then owners of the lots has been recorded agreeing to a change in said Covenants either in whole or in part.

Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

S W B, Incorporated, A South Carolina Corporation,  
its successors and/or assigns, reserves the right to impose  
additional Restrictions on any unsold lot by declaration or by  
including said Restrictions in the Deed to that individual lot,  
but such added Restrictions shall be in addition to the Restriction  
hereby imposed and declared.

For the purpose of written consent, the written consent  
of S W B, Incorporated, A South Carolina Corporation, its  
successors and/or assigns, shall be sufficient to meet the  
requirement of written consent as set forth in the above Restrictions.

WITNESS its hand and seal this the 11<sup>th</sup> day of MAY,  
1986 at Columbia, South Carolina.

WITNESS:

[Handwritten Signature]  
[Handwritten Name]

S W B, INCORPORATED, A South  
Carolina Corporation

By [Handwritten Signature]  
S. Wyman Rooper, President