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**Declaration of Conditions, Restrictions,
Covenants and Limitations of
Brandy Mill Subdivision
June 17, 1987**

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DECLARATION OF CONDITIONS; RESTRICTIONS, COVENANTS AND
LIMITATIONS OF
BRANDY MILL SUBDIVISION

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STATE OF SOUTH CAROLINA)	DECLARATION OF CONDITIONS,
)	RESTRICTIONS, COVENANTS AND
COUNTY OF HORRY)	LIMITATIONS OF BRANDY MILL
		SUBDIVISION

WHEREAS, Joseph L. Tamsberg, Jr. d/b/a Tamsberg Properties, (hereinafter referred to as "Declarant") is the owner of certain real property known as Brandy Mill Subdivision situated in the County of Horry and State of South Carolina, and Declarant desires to establish a general plan of development, with respect to that portion of Brandy Mill Subdivision hereinafter described.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That in consideration of the premises Declarant for himself and his heirs and assigns, does hereby impose the following conditions, restrictions, covenants and limitations (hereinafter collectively referred to as the "Restrictions"), relating to the use or occupancy of the property hereinafter described (hereinafter referred to as the "Lots" or "Lot"), which said Restrictions are to be construed as covenants running with the title to the lots and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the acquiring parties or persons:

RESTRICTIONS

1. Description of Property Restricted and Submission of Additional Property. The property which is hereby made subject to these Restrictions are the following numbered lots in Brandy Mill Phase I as shown on the plat prepared by Josiah M. Williams, III, R.L.S., dated October 3, 1986, revised May 26, 1987, which plat was recorded June 8, 1987, in the office of the Clerk of Court for Horry County, S.C., in Plat Book 96, at Page 79:

<u>LOTS</u>	<u>BLOCKS</u>
1 through 64	A
1 through 26	B
1 through 7	C

The Developer hereby reserves unto itself, its successors and assigns, the right and option to be exercised at its sole discretion, to submit to the provisions of this Declaration other tracts of land contiguous to the above described tracts, thereby causing said additional tracts to be subject to these provisions as fully as if described in this Declaration. Said additional tracts shall be added only upon the execution by the Developer, its successors or assigns, of an amendment or amendments to this Declaration which shall be filed for record in the Office of the

Clerk of Court for Horry County. Once submitted any such properties shall enjoy the same rights, privileges and burdens as if they had originally been named as a part of the original property submitted hereby.

2. 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.

3. 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 seven and one-half (7.5') feet, or nearer to a rear lot line than twenty-five (25') feet. Setback provisions herein prescribed, may be altered by the Declarant whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require.

a. The following additional provisions concerning setbacks shall apply:

(i) Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid overcrowding. It is the Declarant's intent that setbacks shall be staggered where appropriate so as to preserve important trees.

(ii) Swimming Pools. Swimming pools shall not be nearer than seven and one-half (7 1/2) feet to any lot line, must be located to the rear of the main dwelling, and shall not project with their coping more than two (2) feet above the established lot grade.

(iii) Walls and Fences. Boundary walls and fences may be erected and hedges grown only on the side and rear boundary lines but not higher than three (3) feet from the street right-of-way to the minimum building front setback line. Fences, boundary walls and hedges shall not exceed eight (8) feet in height from the minimum building setback line to the rear of the property.

(iv) Minor Deviations. Any deviations from the building line requirements set forth herein, not in excess of 10% thereof, shall not be construed to be a violation of said building lines requirements.

(v) Subdivision of Lots. No lot or lots may be subdivided 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 provided the effect is to increase the size of the abutting lots. Also, two contiguous lots, when owned by the same party, may be 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 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. Should the owner or owners of any lots or portions of lots which have been combined for a single building site subsequently wish to revert to the original plan of subdivision, that may be done only with the consent of the Homeowner's Association.

(vi) Corner Lots. The "Front Line" of any corner lot shall be the shorter of the two property lines along the two streets. The side line setback on the street sideline shall be fifteen (15) feet.

(vii) Porches, Eaves, and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, porches, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as a part of the structure.

(viii) Exteriors. No dwelling shall be erected in the subdivision having an exterior finish of asbestos shingles, concrete blocks or cinder blocks, unless said blocks are designed in a manner acceptable to the Declarant. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other accessory structures erected on the premises and such garages or other accessory structures shall be architecturally compatible with the residence.

4. Dwelling Area Requirements. No dwelling shall be erected on any lot where the heated living areas of the main structure, exclusive of open porches, garages, carports and breezeways shall contain less than one thousand two hundred (1,200) square feet with a minimum of eight hundred (800) square feet on the first floor.

5. Completion of Construction. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced,

except 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, unless otherwise extended by the Declarant..

6. Obstructions to View at Intersections and Delivery Receptacles. (a) The lower branches of trees or other vegetation in sight line approach to any street or street intersections shall not be permitted to obstruct the view of same. (b) No receptacle of any construction or height for the receipt of mail, newspapers, or similar delivered materials, shall be erected or permitted to remain between the front street line and the applicable minimum building set back line; provided, however, that this restriction shall be unenforceable insofar as it may conflict with regulations, now or hereafter adopted, of any governmental agency. The construction, design, and color of all mail boxes, newspaper receptacles, and other such devices must be approved by the Declarant in writing prior to their erection.

7. Temporary Buildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, mobile home, recreational camper vehicle, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently, provided this paragraph shall not be construed to prevent the use of sheds or other temporary structures during periods of construction on any lots. No metal buildings shall be allowed as accessory buildings.

8. Livestock. No animals, livestock, or poultry of any kind shall be raised, bred or maintained on any lot, except household pets (in reasonable numbers) of the owners or occupants of the dwelling house thereon. No dog shall be allowed if its barking is a nuisance to the neighborhood.

9. Signs. No signs shall be displayed except "For Rent" and "For Sale", which signs shall not exceed 2' x 3' in size. No more than one (1) sign shall be displayed on one lot. All signs shall be professionally made. This paragraph does not apply to model homes as set forth in Paragraph 21.

10. Antenna. No radio or television transmission towers or antenna shall be permitted on any lot except for the customary receiving antenna which shall never exceed ten (10) feet in height above the roof ridge line of any house. Satellite dishes shall be permitted only in rear yards which are screened by solid wood or masonry fences.

11. Mobile Homes, Trailer, Trucks, School Buses, Boat Trailers: No house trailer or mobile home shall be occupied or stored on any lot. Other habitable mobile vehicles, motor homes, camper trailers, school buses, trucks (other than pickups), or other commercial vehicles, boats or trailers shall not be kept, stored or parked overnight, either on any street or any lot, except within enclosed garages or the rear of a permanent dwelling which is enclosed with a solid wood or masonry fence.

12. Prohibition of Commercial Use. No trade or business of any kind or character nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business, or profession, shall be permitted upon any lot.

13. Unightly Materials. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable vehicles (vehicle not bearing a current standard license plate or in a state of disrepair) or similar unightly items shall be allowed to remain on any lot. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and debris for pickup by governmental or similar garbage and trash removal service units. In the event any owner of any developed lot fails or refuses to keep such property free from any weeds, underbrush or other unightly growth, then the Declarant, or his successor, may enter upon such property five days after posting a notice thereon requesting the owner to observe this paragraph and upon entry, remove all such unightly items or growth at the owner's cost. No such entry shall be deemed a trespass. Declarant's notice shall be sufficient, if it states in substance: "Please remove this unightly item or growth (Described here) within five days or Declarant shall do so at your expense. You are violating the Restrictions."

14. Changing Elevations. No lot owner shall excavate or extract earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots.

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

16. Easements. An easement on each lot is hereby reserved by the Declarant for himself and his successors and assigns along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line, and ten (10) feet in width, parallel and contiguous with each front and rear lot line in addition to such other easements as may appear on the plat hereinbefore referred to. 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 of the lots. Within these easements no structure, 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 of the lot, except for those improvements for which a public authority or utility company is responsible. For the purpose of this covenant, the Declarant reserves the right to modify or extinguish the covenant, herein reserved, along any lot lines when in his 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 Declarant, provided however; local service from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consents therefor from the Declarant. The Declarant reserves unto himself, his heirs and assigns, an easement and right of ingress and egress over, upon, across and under each lot for the erection, installation, and maintenance of a drainage system, electrical equipment, telephone equipment, gas, sewer and water lines, and other public utilities, for the erection of privately owned cable television equipment, the Declarant shall retain this easement and right of ingress and egress only until such time as these utilities are installed.

17. Damaged Buildings. Should any dwelling or outbuilding be destroyed in whole or in part by fire, windstorm, or any other cause or act of God, all debris must be removed and the lot restored to a sightly natural condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than ninety (90) days.

18. Paving and Parking. All driveways, turn around spaces, and areas normally used for parking automotive vehicles must be suitably paved. No vehicles may be parked in any street right-of-way.

19. Garbage Receptacles. Garbage cans and similar receptacles will be kept away from public view and shall only be placed on the streets on garbage pickup days. Cans and receptacles shall be removed immediately after garbage pickup. All garbage cans and receptacles shall be mounted on portable platforms to facilitate removal.

20. Screening of Utility Boxes. All electric transformers, telephone boxes or pedestals, and cable television boxes or pedestals installed on any lot shall be screened by the lot owner by the installation of appropriate landscaping or shrubbery.

21. Annual Assessment for Maintenance Fund. Declarant has established or shall establish a South Carolina not for profit corporation to be known as the Brandy Mill Homeowner's Association, Inc. (hereinafter referred to as the "Homeowner's Association"). The purpose of the Homeowner's Association shall be to provide for the maintenance of the public areas and street lighting and to enforce these restrictions. So long as Declarant continues to own lots in the subdivision, all members of the Board of Directors of the Homeowner's Association shall be appointed by Declarant. Declarant shall also have the option to relinquish this right of appointment at any earlier time. For the calendar year 1987, Declarant shall be responsible for all costs of operating the Homeowner's Association. Beginning January 1, 1988, each owner of a lot within Brandy Mill, subject to these restrictions, is deemed to covenant and agree to pay to the Homeowner's Association an annual assessment for the continuation of a Maintenance Fund in the amounts hereinafter set forth. The sums so received shall be used to provide for the maintenance, landscaping and beautification of the common area. Further, said sums may be used for the enforcement of these restrictions on behalf of the Homeowner's Association. The administration of this Maintenance Fund shall be vested with the Board of Directors of the Homeowner's Association, according to its By-Laws.

* This Assessment shall not apply to any lot, the title to which is vested in the Secretary of Housing and Urban Development or the Administrator of Veteran's Affairs or any other Federal or State governmental agency or body which acquires title by reason of such agency's guaranty or insurance of a foreclosed mortgage or loan, provided, however, that upon the resale of such property by such agency, the assessment herein provided shall again commence and accrue and shall be fully applicable to such lot upon the conveyance by such agency. The owner/owners of each lot subject to these restrictions shall pay to the Homeowner's Association, the sum of Fifty (\$50.00) Dollars per years as the initial annual assessment for the Maintenance Fund. Such payment is due on January 1st of each year and shall be delinquent sixty (60) days after such date. It shall be the right and responsibility of the Homeowner's Association to proceed legally against any lot owner for the collection of any delinquent assessments.

The assessment shall be a charge on the land and shall be a continuing lien upon the lot against which the assessment is made

which lien shall be enforceable in accordance with the Articles of Incorporation and By-Laws of the Homeowner's Association. The assessment shall also be the personal obligation of the owner of a lot subject to these restrictions at such time as the assessment falls due and shall not pass to successors in title unless expressly assumed. A lot owner is responsible for the payment of such assessment only after a residence has been constructed and occupied on his lot. This assessment is due and payable by all lot owners other than those specifically exempted and shall, commencing January 1, 1988, first become due and payable on the first day of January of the year following the initial occupancy of a residence on such lot. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer.

22. Use for Model Houses. The said Declarant, during such time as it shall continue to be the owner of any lot shown upon said Plat, hereinabove referred to, may use said lot for the purpose of building thereon a model house or model houses for the purpose of exhibiting the same to the public also with appropriate signs and shall be entitled to invite public inspection of said model house or houses and such use of said model house or houses for display purposes, shall not be construed as a violation of the residential and sign provisions of these restrictions. Declarant shall have the right to grant this right to contractors who are constructing homes in the subdivision.

23. Approval of Plans by Declarant. During the development phase of the lots described in paragraph one no construction, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be commenced without obtaining the prior written approval of Declarant as to location, plans and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, one complete sets of building plans and specifications must be submitted to Declarant at its place of business which on the date of execution hereof, is 126 Meeting Street, Charleston, S.C. 29401. Declarant shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. Declarant shall be entitled to stop any construction in violation of these restrictions so long as Declarant owns any lot within the development known as Brandy Mill and shown on the Plat,

hereinabove referred to. Declarant shall be entitled to stop any construction in violation of these restrictions so long as the Declarant owns any lot described in paragraph one.

24. Homeowner's Architectural Review Committee. After the initial construction and occupancy of a residence on any lot any reconstruction, remodeling, alteration or any addition to any structure, fence, wall, road, drive, path or improvement of any nature shall not be commenced without obtaining a prior written approval of the architectural review committee of the Homeowner's Association, as to location, plans and specifications. Authority for review and approval of plans is hereby vested in the Architectural Review Committee of the Homeowner's Association. Such committee shall be elected by the members of the Homeowner's Association, and shall consist of no less than three or more than seven members, all of whom shall be property owners subject to these restrictions. As a prerequisite to consideration for approval and prior to beginning the contemplated work, one complete set of building plans and specifications must be submitted to the Architectural Review Committee of the Homeowner's Association. The Architectural Review Committee of the Homeowner's Association shall be entitled to stop any construction in violation of these restrictions. The Authority of the Architectural Review Committee shall not extend to any lot owned by the developer or to any lot on which a dwelling has not been first constructed and occupied.

25. Substitution For Homeowner's Association For Declarant. The authority of Declarant reserved by these covenants shall be automatically vested in the Homeowner's Association as to any lot described in paragraph one of these restrictive covenants upon completion and initial occupancy of a dwelling on a lot subject to these restrictions. During the development phase of the subdivision Declarant reserves solely to itself and its successors and assigns the authority vested in the Declarant by paragraphs three, sixteen and twenty-seven of these restrictive covenants as to all lots save and except those upon which residences have been completed and occupied. It is the intent of the Declarant that such authority reserved to it shall be transferred to the Homeowner's Association upon the completion of the development of the lots described in paragraph one immediately following the first occupancy of a dwelling on such lots.

26. Applicability. The foregoing restrictions, conditions, and covenants are not applicable to any lands owned by the Declarant in Horry County or elsewhere, other than the lots as which are expressly made subject to these restrictions. Nothing herein contained shall impose upon the Declarant either directly or indirectly, or by implication or otherwise, any of the

restrictions, conditions or covenants herein set forth upon any lands now owned by the Declarant or which may hereafter be acquired by the Declarant either contiguous or in close proximity to any of the aforementioned lots. It is expressly declared that the Declarant reserves to itself the right to declare or not to declare such restrictions, covenants and conditions upon such other lands as it in its sole discretion may determine.

27. Enforcement. The Declarant, any owner, or the Homeowner's Association shall have the right to enforce, by any proceeding at law or in equity, all restrictive covenants, conditions and reservations imposed by the provisions of this declaration. Failure to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event an enforcement action is commenced under these Declarations, the prevailing party shall be entitled to all costs of such enforcement action, including reasonable attorneys fees.

28. Modification. These covenants and restrictions may be altered, modified, cancelled or changed at any time by the written consent of those persons or corporations owning a majority of the lots in all phases of Brandy Mill Subdivision.

29. Modification by Declarant. The Declarant may include in any contract or deed hereinafter made or entered into such modifications and/or additions to these covenants and restrictions which will in his judgment by their nature raise the standards of the area. The Declarant further reserves the right to make any and all modifications in these restrictions which in his sole discretion will raise the standards of the area.

30. Term and Duration. These covenants are covenants running with the land and shall be binding for a period of thirty (30) years from the date of their recording, after which time they shall automatically renew and extend themselves for successive ten (10) years periods unless they are otherwise altered, modified cancelled or changed by written consent of those persons or corporations holding a majority of the lots in all phases of Brandy Mill Subdivision.

31. Interpretation. These restrictions shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of South Carolina.

32. Pronoun Variations. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the parties may require.

33. Captions. The captions contained herein are for the purpose of convenient reference only and shall in no way affect the construction to be given any of the provisions hereof or define, limit, or prescribe the scope or intention of these restrictions or any part thereof.

34. Costs and Fees. Should Declarant or the Homeowner's Association employ counsel to enforce any of the restrictions herein by reason of the breach thereof, all costs incurred in such enforcement including a reasonable fee for such counsel shall be paid by the owner of the subject lot.

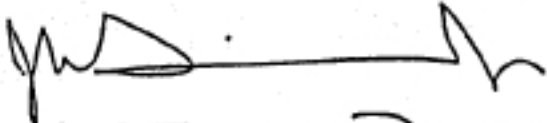
35. Severability. The provisions of this instrument shall be construed as severable, so that if any provision, condition, covenants, restriction or reservation herein shall be declared void or in violation of any applicable law the remainder shall be unaffected thereby. The provisions of this instrument, or any part hereof, may be modified, altered, or receded by a single instrument executed by the Owner or Owners of all the lots but such modification, alteration or rescission shall be effective only from the date of the recording of such instrument in the Office of the Clerk of Court for Horry County, South Carolina.

36. Agreement Binding. These restrictions shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF, Joseph L. Tamsberg, Jr. d/b/a Tamsberg Properties has caused these presents to be executed this 16th day of JUNE in the year of our Lord One Thousand Nine Hundred and Eighty Seven.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Samuel B. O'Leary
Hendry Singleton


d/b/a TAMSBERG PROPERTIES
Joseph L. Tamsberg, Jr. d/b/a
Tamsberg Properties

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Joseph L. Tamsberg, Jr. d/b/a Tamsberg Properties sign, seal and as his act and deed deliver the within written Declaration of Conditions, Restrictions, Covenants and Limitations; and that (s)he with the other witness subscribed above witnessed the execution thereof.

Wandy Singleton

SWORN to before me this
18th day of August, 1987.

James B. Cheever (L.S.)
Notary Public for South Carolina
My commission expires: 5/11/92