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VOL C263 PAGE 270

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR  
BRAEMOOR SUBDIVISION

WHEREAS, CENTEX REAL ESTATE CORPORATION, referred to herein as the "Developer", is the owner of certain lands located within a planned community development known as Braemoor subdivision; and

WHEREAS, the Developer desires to impress appropriate covenants, conditions, restrictions and easements upon such portion of Braemoor for the purpose of protecting the value and desirability of said lands;

NOW, THEREFORE, the Developer for and in consideration of the premises and other good 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, easements, charges, affirmative obligations and liens, hereinafter referred to as the "Covenants", as herein set forth.

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 Berkeley County, South Carolina and is shown on map recorded in Plat Cabinet H, Page 269 in the RMC Office for Berkeley County.

Section Two. Braemoor Homeowners Association, Inc. Developer has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation (hereinafter referred to as the "Association"), for the purpose of providing a vehicle for the orderly development and the preservation of values of the community of Braemoor of which the property described in Section One hereof is a part, by administration and enforcement of these Covenants and the Declaration of Covenants, Conditions, Restrictions for Braemoor as recorded in the RMC Office for Berkeley County in Book C263, at Page 259 (herein referred to as the "Master Declaration").

Section Three. Definitions. The following terms shall be defined as stated below:

a. "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown upon any recorded subdivision map of the Properties with the exception of any Common Area, Greenway, Common Open Space, Community Recreational Facilities, Playground Areas, Detention Areas, street or ponds shown on any recorded map. In the event any lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a lot for the purposes of this Declaration.

b. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of an equity of

WITNESSED  
TIME 4:59 P.M.  
DATE 8-7-89  
Rene J. McIntosh  
RMC BERKELEY COUNTY

4-25-90 Amendment C-277 page 93

redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

**Section Four. Additions to Existing Property.** The Developer, its successors and assigns, shall have the right, without further consent of any Owner, mortgagee, lien holder therein or any other person, to bring within the plan and operation of these Covenants additional properties in future stages of the development which may be joined together with those properties previously developed to form a subdivision to be known as Braemoor subdivision. 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. Such properties must be owned by Developer and be contiguous to properties previously subjected hereto.

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 Five. Residential Use of Property.** All Lots shall be used for residential purposes only and no structure or building 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 Six. Dwelling Size.** No single-family dwelling costing less than \$25,000.00 shall be permitted on any lot in the tract. The minimal heated square footage of a dwelling may not be less than 925 square feet of heated area. Building cost to be based on cost of January, 1989. (It being the intention to require in each instance the erection of such building as would have cost not less than the minimum cost provided if same had been erected in January, 1989).

**Section Seven. Setback and Building Lines.** No building shall be located on any Lot nearer to the front lot line than twenty (20') feet, or nearer to a side or rear Lot Line than five (5') feet and not less than 12' between houses. The following additional provisions concerning setback 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 floras and open areas. The Developer reserves the right for the Architectural Review Board as defined in Section 7 hereof and hereinafter "ARB" to alter the setback requirements for any Lot where the ARB deems such appropriate.

b. **Swimming Pools.** Swimming pools shall not be nearer than ten (10') feet to any Lot line (and 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.

c. **Minor Deviations.** The Architectural Review Board reserves the right but not the obligation to waive any deviation from the building line requirements set forth herein not in excess of the ten (10%) percent thereof.

d. 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 continuous 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 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 consent of the ARB except as provided for in this section.

e. 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 and, if so placed the setback restrictions are hereby amended to provide that such house shall be located at least ten (10') feet from all street lines.

Section Eight. Architectural Control. No reconstructions, remodeling, alteration or addition to any structure, building, fence, wall, driveway or improvement of any nature shall be commenced without obtaining the prior written approval of the Architectural Review Board, sometimes referred to as the "ARB" as to location, plans and specifications.

As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a complete set of building plans and specifications showing the nature, kind, shape, heights, materials, and location of same shall be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said ARB fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Association shall have the right to charge a reasonable fee for receiving each application in an amount not to exceed \$50.00. The ARB shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of any Lot or the Common Area. The ARB shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations. Upon given approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. The ARB shall be entitled to stop any construction in violation of these Covenants in accordance with Section 31 hereof. No previously approved building or structure shall be used for any purpose other than for which it is originally approved.

In addition to the Architectural Guidelines, and not as any limitation thereof, the following restrictions shall be applied to the lands subject to these Covenants.

a. The exterior color scheme shall be regulated by the Architectural Review Board and specified in the Architectural Guidelines.

b. The exterior finish of all buildings and structure shall be regulated by the Architectural Review Board. The same materials utilized for the exterior and roof of the residence shall also be used for the garage or other building erected on the Lot.

c. Fences may be erected on the Lots, extending from the rear corners of a dwelling around the rear of a Lot and shall not exceed six (6') feet in height; provided, however, that the portion of a fence facing the street shall be of an ornamental nature, consisting of wood, brick or chain link. All fences must be approved, in writing, by the Architectural Review Board and Goose Creek Town Engineer prior to installation thereof.

d. No Lot Owner shall change the elevation of his Lot in such a way as to adversely affect adjacent Lots.

e. Each dwelling shall be harmonious and compatible with surrounding residences and topography.

f. Each dwelling shall have affixed thereto a prominent display of the appropriate house number in manner prescribed by the ARB in the Architectural Guidelines.

**Section Nine. Use of Outbuilding 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.

**Section Ten. Sign Boards.** No sign board shall be displayed except "For Rent" and "For Sale", which signs shall not exceed six (6') feet in size. No more than two (2) signs shall be displayed on one Lot at the same time. All signs must be of a design and locations approved by the Architectural Review Board.

**Section Eleven. Antenna.** No radio or television transmission towers or antenna or dishes 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 ridge line any house is allowed.

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

**Section Thirteen. Air and Water Pollution.** No use of any Lot (other than the normal use of residential fireplaces and residential chimneys) will 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 applicable thereto, to be established by the ARB, which standards shall at a minimum meet the requirements of federal and state law and any regulations thereunder applicable to the Property. No waste or any substance or material of any kind shall be discharged into any private or public sewer serving the Property, or any part thereof, 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 on or immediately adjacent to the Property.

**Section Fourteen. 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 the receptacle customarily used therefor which, except on the 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. Except during construction by Developer, no lumber or metals, bulk materials, refuse, or trash shall be kept, stored or allowed to accumulate on any Lot for any approved structure, unless such materials are screened from view in a manner approved by the ARB. During the course of construction, it shall be the responsibility of each Owner to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are 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 Fifteen. Aesthetics, Nature Growth, Fences, Screening, Underground Utilities Service. Any removal of trees must comply with the provisions of the Town of Goose Creek tree ordinances. 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, easement or other common area so designated, except as such are installed in accordance with the original construction of the Lots, and any replacement thereof, or as are authorized and approved by the ARB.

Section Sixteen. Animals. No animals, reptiles, 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, 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 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 Seventeen. Prohibition of Commercial Use. No trade or business of any kind or character nor the practice of any profession, nor any building or structures designed or intended for any purpose connected with any trade, business or profession shall be permitted.

Section Eighteen. Minor Agricultural Pursuits. Minor agricultural pursuits incidental to residential 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 Nineteen. Changing Elevations. No Lot shall be excavated or earth extracted therefrom for any business purpose. No elevation changes shall be permitted which materially affects surface grade of surrounding Lots.

Section Twenty. Easements. In addition to those easements shown on the said Plat, 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 four (4') feet in width, parallel and contiguous with each side Lot line, and along, over, under and upon a strip of land ten (10') feet in width, parallel and contiguous with a rear line of each Lot, in addition to such other easements as may appear on the Plat

hereinafter referred to. The within reserved easements consist of a strip of land twenty (20') feet in width, ten (10') feet on either side of the rear lot lines, and a strip of land eight (8') feet in width, four (4') 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 of the Lots. 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 of flow of drainage. The Developer may extinguish all or a portion of an 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. Improvements of any nature: shrubs, walls, fences, driveways, etc., which are adjacent to or encroach any easement shall be approved, in writing, by the Goose Creek Town Engineer as well as the Architectural Review Board prior to commencement of the improvement. For the duration of these Covenants, 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; 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 Developer.

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 within reserved easements on each Lot. Such agreement shall, upon execution, be filed with the Register of Mesne Conveyance for Berkeley County and shall without necessity of further actions, constitute an amendment of these Covenants by the Developer and become a part of these Covenants as is set out in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control. In addition to the foregoing, each Lot is subject to that Agreement entered into between the Developer and Berkeley Electric Cooperative, Inc., entitled "Easement and Agreement" and recorded in the RMC Office for Berkeley County and the electric bill of each Owner shall have a charge added thereto for street lighting.

Each Owner agrees to pay Berkeley Electric Cooperative, Inc. or any successor electric company regulated by the South Carolina Public Service Commission, a monthly charge, plus applicable South Carolina Sales Tax, for operation and maintenance of street lighting.

Each Owners shall contact Berkeley Electric Cooperative, Inc. or their successors, three (3) days prior to any digging or excavation work on said property, including swimming pool installations, trenching, or any type of digging. Upon notification by the Owner, a field survey will be conducted by Berkeley Electric Cooperative, Inc. personnel to insure that there are no conflicts with the Cooperative's safety requirements. Any excavation in violation of Berkeley Electric Cooperative, Inc. safety requirements is expressly prohibited.

Developer reserves an easement for itself, its successors and assigns and the Association, its agents and employees, over the property within the "20' Drain Easmt" between Lots      and      in Block      of Braemoor as shown on plat recorded in Cabinet H, Slide 343 in the RMC Office for Berkeley

County, said easement being ten feet on each side of the common boundary lines between said Lots \_\_\_\_ and \_\_\_\_, for the purpose of ingress, egress or regress to and from the \_\_\_\_ acre Detention Area shown on said recorded plat and to perform maintenance on the Detention Area.

**Section Twenty-One. 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, pruning and cutting of all trees and shrubbery and the painting (or other appropriate eternal 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-Two. Wetlands and Detention Areas.** Any portion of a Lot within the wetlands boundaries as shown on the recorded plat of Braemoor shall be subject to conditions and restrictions concerning the use of wetlands as regulated by the appropriate governmental authorities and agencies, including the United States Army Corps of Engineers and the South Carolina Coastal Council. The property shown as the Detention Areas on recorded plat shall be owned by the Association and the use of such areas shall be governed by rules and regulations enacted by the Association and also by any conditions and restrictions imposed on the use of the agencies, including the United States Army Corps of Engineers and the South Carolina Coastal Council.

**Section Twenty-Three. Use of Model Homes.** Notwithstanding any other provision of this Declaration, the Developer during such time as it shall continue to be the owner of any Lot, may use its Lots for the purpose of building thereon a model home or model homes, and/or sales information centers, which may be exhibited to the public and to which the Developer shall be entitled to invite the public to inspect the said sample house or houses and from which the Developer may disseminate to the public sales information in Braemoor subdivision. Such activities shall not be construed as a violation of these covenants.

**Section Twenty-Four. 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-Five. Fireworks and Use of Firearms.** The sale and use of fireworks of any kind whatsoever on the Property 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 Twenty-Six. Prohibition Against Offensive Conduct or Nuisance.** No noxious, offensive, or illegal activity shall be carried on upon any Lot described in Section One hereof, nor shall nothing be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood by the course Owners thereof. However, the Developer is allowed to burn on site during the construction as allowed by local ordinance.

**Section Twenty-Seven. 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 of any portion of the

Common Area. This provision in no way limits the use of those products which are readily available for consumer use and approved by any 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 product is to be labeled by such agency as harmless to said plant and animal life.

Section Twenty-Eight. Parking Restrictions and Use of Garage. No automobile shall be parked or left on any street overnight or on any property shown on the Plat of Braemoor Subdivision other than a driveway or within a garage. Garage doors, if any, shall remain closed at all times excepting when entering and exiting.

Section Twenty-Nine. Other Vehicle and Trailer Parking. Except as provided herein no trailer, trailer house, recreational vehicle, mobile home or habitable motor vehicle of any kind, boat and boat trailer, school bus, truck (other than "vans" or "pick-ups" of less than one-half ton) or commercial vehicle shall be brought upon or habitually (for more than three nights) parked overnight, whether on any street or on the front or side of any Lot. Such vehicles may be stored upon the rear of the Lot only if screened from view of surrounding lots and streets in a manner approved by the ARB. 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 Braemoor subdivision, provided the same are approved by the ARB.

Section Thirty. Applicability. The foregoing restrictions, conditions, easements and covenants are not applicable to any lands owned by the Developer in Berkeley County or elsewhere, other than the Lots shown on the Plat of Braemoor Subdivision described in Section Two hereof, and to those Lots that may, from time to time as hereinabove provided, be made subject to these Covenants by supplemental declaration.

Section Thirty-One. Violation. If any person, firm or corporation shall violate or attempt to violate any provisions of these Covenants, it shall be lawful for any person, firm or corporation owning any of the Lots or having any interest 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, but no such violation shall effect a reversion of title. The party enforcing these Covenants shall be entitled to recover attorney's fees and expenses if he prevails.

In addition to the rights and remedies hereinabove enumerated, and not as any limitation thereof, if the Association Board of Directors determines that any provision of these Covenants has been violated, the Association Board of Directors may, in its discretion, seek appropriate relief at law or equity to assure that the purpose of these Covenants are fulfilled.

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

Section Thirty-Two. 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-Three. Duration and Amendment. These covenants shall bind all persons claiming any interest in the land and run with the land for a period



of twenty-five (25) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75%) percent of the Owners (multiple Owners of a single Lot shall be one (1) vote among them) of Lots has been recorded terminating these Covenants.

Amendment shall be by 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), provided, however, that the proposed amendment shall first be approved by a majority of the Board of Directors of the Association. Upon property execution, this instrument shall be filed in the Office of the Register of Mesne Conveyance for Berkeley County, South Carolina.

So long as the Developer has the right to amend these Covenants by casting a majority of said votes, no amendment shall be made without first obtaining the approval of the Veterans Administration and the Federal Housing Administration. Such VA/FHA approval shall be conclusively established by appendage to the recorded instrument of an affidavit by the Developer stating that prior FHA/VA approval has been granted.

IN WITNESS WHEREOF, the undersigned Centex Real Estate Corporation has caused these presents to be executed by its duly authorized officers this 1st day of August, 1989.

WITNESS:

CENTEX REAL ESTATE CORPORATION

Sarah Blacum  
W. M. Blacum

By:

John D. Carpenter

STATE OF SOUTH CAROLINA )  
COUNTY OF DORCHESTER )

PERSONALLY appeared before me Sarah B. Corder  
and made oath that (s)he saw the within named Centex Real Estate Corporation, by  
John D. Carpenter, its President  
sign, seal and deliver the within written instrument and that (s)he with  
W. Brooks Styles witnessed the execution thereof.

Sarah B. Corder

SWORN to before me this  
1st day of August, 1989.

[Signature] (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 8-2-93