

4. No trees in excess of twelve (12") inches in diameter, being measured at the base of such tree, shall be cut from the subject property without permission, in writing, prior to the cutting of such tree or trees, from the grantor. Such permission shall not be unreasonably withheld when it appears that the cutting of such tree or trees will not significantly diminish the value of the subject property or when the cutting and removal of such tree or trees is necessary for the construction of a single family dwelling upon the subject property.

5. These restrictive covenants shall be of no force or effect in the event that any grantee should own fifteen (15) acres or more, provided that such fifteen (15) acres or more, represents one contiguous tract within the subject property.

6. Any lot may be subdivided for the purpose of providing separate building sites, provided that no lot may be subdivided into sites of less than two (2) acres. No such site may have more than two (2) dwellings. All dwellings must be a minimum of one hundred (100) feet apart.

7. All dwellings erected on the subject property shall be provided with running water and a septic tank sewage disposal system which complies with the requirements of the South Carolina Board of Health. Any and all buildings, dwellings and structures erected or placed upon the subject property must be erected and constructed in an aesthetically pleasing manner not inconsistent with other structures and dwellings within the subject project. Any trailer placed upon the subject property, either permanently or temporarily, must be underpinned within ninety (90) days of the placement upon the lot or lots.

8. Each lot owner shall refrain from any offensive or illegal activity as well as from any act or use which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever, other than temporary deposits of trash or other debris for a pick up by garbage services. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure.

9. No animal, livestock or poultry shall be raised, bred, pastured or maintained on any lot which shall be in violation of paragraph eight (8) set forth hereinabove.

10. All owners of lots within Durbin Creek Farms shall be deemed to be members of the Durbin Creek Farms Property Owners' Association whose primary purpose is to regulate and maintain the private road within Durbin Creek Farms. Each lot owner shall be entitled to one (1) vote at any meeting of the membership, and all decisions of the Association shall be made by a two-thirds (2/3) vote of all members present at any such meeting, provided that written notice be given to all members of the Association five (5) days prior to the calling of any such meeting. The officers of the Association shall be a president, vice president and secretary/ treasurer, which officers shall be elected at the first (1st) duly called meeting of the Association. The Association shall thereafter make such rules, regulations and guidelines for its continued operation as shall be advisable. Any and all expenses in connection with the repair and maintenance of the private road within Durbin Creek Farms now existing at the filing of these restrictive covenants shall be born by the ownership of all lot owners, with each lot owner being liable for an equal portion of

0424

4324 RV-2