

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

**INSTRUMENT OF PROTECTIVE COVENANTS
FOR BUNGALOW VILLAGE**

WHEREAS, Houndslake Corporation, as owner in fee simple of a subdivision known as Bungalow Village, as shown on a plat of same made by Southern Partners, Consulting Engineers, Surveyors and Planners, dated July 2, 1997 and recorded in Plat Book 36 at page 321-1, in the RMC Office for Aiken County, for the protection of the development and of the individuals purchasing lots and/or building homes therein, hereby impose upon such real property certain restrictions and protective covenants to become a part of and to run with the title to the land, and enuring to the benefit of all property owners, the Homeowners Association, and Houndslake Corporation, as follows:

1. Type of Residence All of the nineteen lots in Bungalow Village shall be residential lots and no structure shall be erected on any lot other than one detached single family residence and appropriate outbuildings, all constructed in accordance with the within covenants and restrictions. No commercial activity shall be conducted on any of the lots.
2. Size No dwelling shall be constructed on the lots containing less than 900 total square feet under roof.
3. Subdividing No lot shall be resubdivided or property lines otherwise rearranged with the net effect of an increase in the total number of lots in the subdivision.
4. Easements Easements for drainage, sewerage and other public utilities have been established and dedicated for such uses and purposes as shown on the above-referenced Plat, which easements are incorporated herein by reference.
5. Approval All structures of any type shall be consistent with the "Bungalow Concept." Any house plan other than Houndslake Corporation's existing Bungalow Plans designed by Bruce Johnson, AIA (as such plans may be amended and approved by Houndslake Corporation from time to time) must be approved in writing by the Architectural Control Committee of Houndslake Corporation or by a committee duly appointed as provided hereinbelow by Houndslake Corporation. Prior to any it's installation or construction, any alteration, addition, outbuilding, fence, wall, antenna, satellite dish, outdoor facility, outdoor appliance or other similar item must be approved in writing by the Architectural Control Committee of Hounds lake Corporation or by a committee duly appointed by Houndslake Corporation. Approvals shall be given in writing. It is the responsibility of the property owner to request any required approvals in writing and to retain sufficient documentation of any approvals which may be granted.
6. Procedure The Architectural Control Committee shall, within two (2) weeks of an owner's written request for review and approval required by this instrument, approve, disapprove, or ask for further written information or modifications pertaining to the item or request, after which modification or further submission it shall timely approve or reject such request.

7. Composition of Committee The first committee shall consist of the President or Vice-President of Houndslake Corporation or its designee who shall serve until appointment of a successor or successors. The Committee, no later than 30 days following the date of sale of the last of all the lots by Developer, shall consist of three persons appointed by the then-existing committee, and their successors shall be elected by the owners of a majority of the lots in Bungalow Village. At the time of such election and at the time of any subsequent election or referendum appropriately proposed by the Committee, the ownership of one lot shall vest such owner or owners, collectively, with one vote. In the event that co-owners of a particular lot differ as to their vote in any particular matter, their ballot shall not be considered in such matter.

8. Landscaping and Maintenance Upon completion of the construction of the bungalows a maximum of sixty (60) days will be allowed for completion of approved Landscaping. The owner of any lot (whether or not any construction has been started on such lot) shall maintain the lot and landscaping in a manner reasonably acceptable to the Architectural Control Committee, in its sole and exclusive judgment. Maintenance of lots shall include proper control of weeds and other high growth, and removal of dead and fallen limbs and trees, as well as removal of other yard debris. If any owner fails to maintain an improved or unimproved lot after reasonable written notice by the Architectural Committee, the Committee may contract for the necessary services to bring the appearance of the lot more nearly up to the applicable standards and to require the owner to pay for the services rendered; if the Committee pays for the services, the Committee shall be reimbursed by the owner. Each Owner hereby grants to the Committee and/or the Committee's authorized service provider a lien against such owner's lot in the amount of such services rendered as a result of the neglect or refusal by owner to maintain owner's lot as required herein.

9. Construction Considerations During construction, the site shall be properly maintained by owner. Trash and construction debris shall be kept to a minimum and promptly removed from the site without necessity of request by other lot owners or of the Committee. Each Owner shall, during and after construction and landscaping, avoid excessive runoff, erosion or sedimentation buildup on adjoining lots, common areas and streets. Acceptable barriers such as silt fences or sufficient hay bales shall be used as needed and shall be provided by the owner or contractor where and when necessary. During construction, the construction area shall be cleaned up at least weekly. Receptacle(s) on site for construction debris and litter shall be emptied regularly. A portable toilet shall be provided on site during the construction period between initial foundation work until plumbing and indoor permanent facilities have been installed.

10. Fencing Any proposed fence must be approved in writing by the Architectural Control Committee prior to erection. No fences shall be erected along the property lines on the front one-third portion of any lot, with the exception of fencing of ornamental design and not exceeding three and one-half feet in height. No chain link or cyclone fence shall be permitted.

11. Parking No vehicles of any type which are not in operating condition and legally driveable on the public highways may be parked in public view in the Subdivision. No tent, shack, mobile home, camper, travel trailer, or basement shall be used in the subdivision at any time as a

temporary or permanent residence. Boats, travel trailers, motor homes and all recreational vehicles must be stored or parked in an enclosed garage or out of general view. No commercial vehicles, temporarily non-operating vehicles, or school buses shall be parked on any lot in Bungalow Village for more than one (1) day without prior written approval from the Architectural Control Committee, and such approval shall be valid for no more than seven (7) days, in any event. Vehicles parked in violation of these covenants may be moved (towed) at the lot owner's expense. Lot owners should park their own vehicle(s) within the boundaries of their lot. Additional courtesy parking is provided alongside Bungalow Village Way. This area is reserved for guest parking and is hereby limited to only brief and Occasional use.

12. Trash, Disposal No garbage or domestic trash shall be disposed of by burning or burying on any lot within Bungalow Village or an adjacent property.
13. Driveways All driveways between the street and garage, carport, or parking pads shall be paved, and paved only with asphalt, unless otherwise approved by the Architectural Control Committee.
14. Pets and Nuisances No loud noise, unsightly annoyance, private or public nuisance, noxious or offensive activity shall be permitted on any lot. This specifically includes pets without leashes, and this item specifically includes a prohibition against allowing pets to roam on any other owner's property or the golf course.
15. Underground Utilities, Easements and Permitted Digging Electric, gas, telephone, and cable television lines installed on each lot are underground and exact location must be determined and marked by the utility prior to any digging for plumbing, irrigation lines, holes for fence posts, or any other excavation. Permission from the Architectural Control Committee to install an item on a lot shall not constitute a waiver of this additional requirement. The developer hereby reserves an easement for the installation, access and maintenance of such lines, including pedestal structures.
16. Clotheslines Clotheslines or any other display of clothing or other items for drying purposes shall not be permitted on said lot unless they are adequately (substantially) fenced or screened from view of the street and neighboring lots.
17. Homeowners' Association Purchase of a lot will automatically include membership in the Bungalow Village Homeowner's Association to be formed after a significant number of lots have been sold by Houndslake Corporation. The purposes of the Association shall include fostering the quiet and peaceful enjoyment of the Bungalows, as well as the coordination, maintenance and management of commonly owned property within the development (Common Areas). Periodic and special assessments may be levied by the Association for maintenance of Common Areas, landscaping, irrigation systems as well as replacement of signage and lighting in the Common Areas. Such improvements are intended to be initially paid for by the developer and donated to the Association when the Association is formed. Prior to the formation of the Homeowners' Association, maintenance and replacement of such items and areas will be provided by the Developer and each homeowner will be assessed a fee not to exceed each owner's proportional actual cost of the work. The Assessment to be charged for maintenance services to each property owner will be limited

to \$18.00 per month through the calendar year 2000, to be billed yearly. The cost of any additional maintenance service will be absorbed by the Developer until the date of the formation of the Homeowners' Association, which shall be organized and incorporated by Houndslake Corporation. Ownership of a lot shall automatically result in one vote and one share or membership, per lot (multiple owners of one lot shall share equally in privileges, but shall have only one (1) share and one (1) vote in the aggregate). Notice of the organizational meeting after the articles are filed shall be provided by regular mail. The Homeowner's Association will have the authority to levy and change assessments and to take such other actions normal and customary of such groups, by decision evidenced by 2/3 majority vote, and as further refined in the Associations bylaws as it may adopt and amend from time to time. Ownership in the Association is mandatory and hereby made a condition of ownership.

18. Security Patrols The cost of security services is not included in the assessment. Prior to the formation of the Homeowners' Association, specially-priced security patrol service will be negotiated by Houndslake Corporation and offered to owners at Bungalow Village; if 75% of the owners vote to accept the proposal, it shall be accepted on behalf of all owners, and Houndslake Corporation is hereby specifically authorized to enter such agreement on behalf of the owners, all owners to bear a proportional share of this required expense as a special periodic assessment.
19. Renewal These covenants shall run with the land and shall be binding on all parties residing or owning said lots, until December 31, 2017, at which time the covenants will be automatically extended for successive ten year periods unless, by vote of a majority of the then owners of the lots in Bungalow Village, they agree to change these covenants in whole or in part.
20. Enforcement Failure to pay any properly assessed fees, dues or costs arising as contemplated in these Covenants shall result in a lien against the real property to be filed in the appropriate governmental office as a lien against real property, which may be perfected and executed as allowed by law, provided, however, that no such lien shall affect the validity or any mortgage lien of record prior to such violation. Should any owners, their heirs, executors, administrators or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property in Bungalow Village to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant(s). In any litigation to enforce these covenants or lawful acts or assessments of the Homeowners Association and/or Architectural Control Committee, the prevailing party shall be entitled to attorney's fees and reasonable costs of prosecution or defense.
21. Enforcement by Developer Notwithstanding any provision hereinabove to the contrary, Houndslake Corporation shall have the standing and the right to enforce, through litigation if necessary, these protective covenants. In no event, however, shall this paragraph be construed to create any affirmative obligation to do so, though Houndslake Corporation and the Architectural Control Committee shall in any event reasonably cooperate in any action brought by any individual lot owner or by the Homeowners' Association to enforce these Covenants.

22. All Lot Owners Bound All future homeowners consent to the provisions of this document and agree and covenant to be bound by its terms.

23. Severability Invalidation of any 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.

Dated this 10th day of July, 1997.

For original signed documents visit Aiken County RMC