

## ARTICLE IX.

### Specific Restrictions which apply to All Lots in Snee Farm

The Specific Restrictions set out in this Article IX shall apply to all Lots in Snee Farm.

A. Building Height and Construction, Setbacks, Building Lines, Square Foot Restrictions and Easements: Attached as Exhibit "C" is a list of all Lots subject to this Declaration together with the building height and construction restrictions, setback and building line restrictions, square foot restrictions and certain easements applicable to said lots. No changes are being made to these specific restrictions from the original restrictions as previously recorded. The attached Exhibit "C" sets forth the enumerated items and the operative dimensions, areas, features, etc., that shall be effective from the effective date of this Declaration. Provided, however, in the event any of the items set out on Exhibit "C" have been modified or varied in writing as they effect a particular lot by an entity having authority to do so, the modification or variance shall remain in effect as to the lot effected.

In addition to the easements set out in Exhibit "C" the property described in Article II shall also be subject to any other easements of record effecting said property.

B. Residential Use of Lots: All Lots shall be used exclusively for single-family

residential purposes.

C. Prohibition Against Business Activity and "Time Sharing" Use:

1. Any business which detracts from the exclusively residential character of Snee Farm is prohibited. Prohibited businesses include, but are not limited to, a rooming house, boarding house, gift shop, antique shop, professional office, beauty/barber shop, or day care center. Provided, however, that nothing contained herein shall be construed to prohibit an Occupant from engaging in any lawful activity so long as (i) no stock in trade is kept in an area open to public view, (ii) no commodities are sold, (iii) no mechanical equipment is used except such as normally used for family or household purposes, (iv) no exterior indication is made that the Residence is being used for any purpose other than a dwelling, and (v) no clientele visit the Lot or Residence for business purposes.

2. No vehicle or craft shall be displayed on a Lot or any Common Areas for the sole purpose of sale. "Garage sales" or "yard sales" of no more than two (2) days duration may be held on a Lot, but no more than two (2) times per year.

3. No Lot or Residence shall be owned, used or operated so as to constitute such Lot or Residence a "time sharing unit" within the meaning of the South Carolina Code of Law Sections 27-32-10 or of any prior regulations amended. No Lot or Residence shall be owned, used or operated so as to constitute such Lot or Residence as "time sharing unit" within the meaning of such statutory provisions.

D. Combining Lots: Lots may be combined to form one single building plot upon

prior written approval of ACC. In such case, the setback, building line, area, easements, and similar requirements set forth in the attached Exhibit "C" must be adhered to by the combined Lot. The Owner or Owners combining Lots shall be responsible to relocate any utility lines located within a former side Lot line easement.

E. Timely Construction: Once construction or improvement of a Residence or landscaping is started, the construction or improvement must be substantially completed within six (6) months of its commencement. All construction sites must be maintained in an orderly fashion and all debris must be placed in an approved trash container or removed within forty-eight (48) hours.

F. Re-Building Requirement: A Residence or outbuilding on a Lot which has been destroyed in whole or in part by earthquake, fire, windstorm or any other cause or by act of God, must be rebuilt with reasonable promptness. Alternatively, the damaged or destroyed Residence or outbuilding and all debris must be removed from the Lot and the Lot shall be restored to a natural condition within four (4) months. No temporary building may be moved from another location to a Lot.

G. Outbuildings, Temporary and Mobile Structures, and Vehicles: No structure of a temporary nature shall be allowed to remain on any lot, and no trailer, camper, motor home, bus, truck, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence or as a storage facility on any Lot, either temporarily or permanently, without prior written approval of the Board.



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H. Utility Systems:

1. Water & Sewer System: All Residences must be operatively connected to the water supply & sewage system of Mount Pleasant Waterworks, its successors and assigns, except for irrigation. No other water supply system or sewage system shall be permitted upon any Lot. All plumbing fixtures on a Lot intended for the discharge of wastewater, including but not limited to sinks, tubs, dishwashers, toilets or sewage disposal systems shall be connected to the sewage system of the Mt. Pleasant Waterworks, its successors and assigns. Specifically, no portable or surface toilets, no slit trench, no septic tanks, no cesspools, or any other type of direct ground discharge sewage system shall be permitted on a Lot. However, upon approval by ACC, a temporary sanitary facility for use by workmen may be placed on a Lot during an approved construction project.

2. Electrical, Telephone, Television and Communications Systems: All cables, wires, pipes, lines and the like for electrical service, telephone service, television, and communication service of whatever types, shall be placed underground in accordance with written plans approved in advance by ACC.

I. Driveways and Garage Entrances: All new driveways or replacements on Lots and entrances to new garages must be surfaced with a permanent hard-surface material such as, but not limited to, concrete, brick, or asphalt. All new driveways must be approved by the ACC.

J. Screening: Whenever screening is required by this Declaration, the following conditions apply to such Screening:

1. Screening shall be of sufficient size to adequately hide the object(s) sought to be screened.
2. For manmade screening, prior ACC approval is required.
3. Manmade screening shall not exceed six (6) feet in height.

K. Vehicles Parking: No vehicle shall be parked overnight on a street or in Common Area in Snee Farm. Vehicles shall be parked only in driveways or garages.

L. Disabled and Unlicensed Vehicles: No disabled, inoperable, partially or wholly wrecked vehicles, or parts thereof, and no unlicensed vehicles shall be parked or kept on a Lot at any time unless within a completely enclosed structure, such as a garage.

M. Garbage, Junk and Trash Disposal, Recycle Collection: All Owners, their families, guests, tenants, and occupants of Residences shall use designated receptacles for the storage of garbage or recyclable material and shall keep those receptacles out of public view from the street, Common Area or an adjoining Lot until the evening before the scheduled collection, at which time the receptacle shall be placed at curbside (not in the street), or other designated location. All trash, including but not limited to, grass clippings, cuttings, branches, tree trunks, household junk, etc., whether in bags or containers, or loose, shall be kept in an obscure place as much as possible out of sight from the street, Common Area, and adjacent Lots until the evening before, if practical, the regularly scheduled collection for trash. All empty garbage and trash receptacles shall be removed from curbside and street by the evening of the scheduled collection day.

N. Lawn Maintenance and Landscape Businesses: Owners and Residents are responsible to assure that the provisions of paragraph N of Article IX of this Declaration are



observed when contract lawn and landscape businesses and individuals perform work on Lots.

O. Signs: No signs of any description shall be displayed on any Lot, with the exception of one "For Sale" or "For Rent" sign per Lot. Said permitted sign shall not exceed six (6) square feet in total surface. No signs of any type may be placed on Common Area without prior written approval of notices. Community Foundation signs, notices, and information are allowed in Common Area.

P. Mail Boxes:

1. All mailboxes and their supports shall be of the same design, approved by the U.S. Postal Service and as specified by ACC. Mailboxes and their supports shall be kept in good repair and appearance.

2. Except for mailboxes, no other type of receptacle for receipt or storage of newspapers or other delivered material shall be erected or maintained on any Lot between the street and the applicable building setback line for that Lot.

Q. Water Pumps, Air Conditioning Units, Fuel Tanks, Firewood Piles, Play Equipment: All exterior water pumps, exterior air conditioning apparatus, and firewood piles on Lots shall be so placed and screened by vegetation or by an ACC approved structure so as not to be visible from the street. Play equipment shall be placed in backyards.

R. Antennas, Dishes, Towers, Communication Apparatus, etc.:

1. No unsightly antenna, tower, dish, rod, wire, array, or communication apparatus intended for the transmission and/or reception of electromagnetic waves may be placed on the exterior of, or erected outside of, a Residence.
2. The installation of miniature satellite dishes for the purpose of receiving TV programming are allowed, provided that:
  - a. where possible the dish is obscured from view by a chimney, roofline or screened in accordance with Article IX, paragraph K of this Declaration, and
  - b. all installations are approved by the ACC.
  - c. in the event any portion of this restriction is deemed to contravene any governmental regulation pertaining to satellite dishes, then the governmental regulation shall apply and the remaining portion of this restriction shall be applicable.

S. Aesthetics, Natural Growth, Screening, Underground Utility Service:

1. Living trees having a diameter in excess of six (6) inches, measured two feet above ground level, shall not be intentionally destroyed except with prior written approval of ACC. Owners who violate the provisions of this paragraph may be required to replace the destroyed tree within thirty (30) days of being so ordered by the ACC.
2. Clotheslines (if permitted), garbage cans, equipment, air conditioning units, wood piles or storage piles shall be screened to conceal them as completely



as possible from the view of neighboring lots, roads, streets, the waterfront or open areas. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view as aforesaid.

Plans for all screens, walls and enclosures must be approved by the ACC.

3. All dead and severely diseased trees and shrubbery that are unsightly and/or are a potential danger to adjoining Lots or persons, shall be promptly removed by Owner, at Owner's expense, **and** upon written approval of ACC. All unsightly trees and shrubbery shall be pruned and trimmed to maintain the Lot in an orderly and maintained appearance in accordance with customary Snee Farm appearances. Grass shall be cut and trimmed as required to maintain an orderly and pleasing appearance on Lots.

T. Pets and Animals: No wild animals, livestock, poultry, wild birds, reptiles or amphibians, shall be kept on a Lot. Dogs, cats, fish and birds, in reasonable numbers, which are customarily kept as pets are allowed on Lots. All animals on property must be restrained and not allowed to become a nuisance or annoyance to neighbors. Non-Owner Residents may not keep any pet on a Lot without prior approval of Owner of the Lot.

U. Lakes, Ponds and Waterways:

1. Construction of Structures. No boathouse, dock, pier, piling, raft, wharf, or bulkhead shall be constructed or maintained on or in any lake, pond, or waterway in Snee Farm.

2. No shoreline or bed of any lake, pond or waterway in Snee Farm shall be altered in any way without prior written approval of ACC.

3. Discharge or dumping of liquid or solid materials into the lakes, ponds and waterways of Snee Farm is prohibited, except with the prior written approval of ACC and such Government agencies that apply.

4. No boats, rafts or canoes, etc. in excess of fourteen feet in length shall be permitted on lake, pond, or waterway in Snee Farm, and any boats, rafts and/or canoes, etc. on said lakes or waterways cannot be propelled by any means other than oar, paddle or electric motor without the express written consent of the ACC.

V. Obstructions to view and intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

W. Unsightly Materials. No litter or other material of any unsightly nature, not natural to a well kept and sightly neighborhood, will be retained or allowed to remain on any of the said lots. If the litter or other materials are found on any of the said lots, the same will be removed by the Lot Owner, at the Lot Owner's expense, upon the written request of the ACC. Upon the failure of said Lot Owner to remove such litter or other material within ten days after written notice has been given by the ACC, the ACC shall have the right to remove said litter or other material, and the expense of said removal shall be paid by said Lot Owner.

X. Filling waterways, changing elevations. No Lot shall be increased in size by filling in the water it abuts. No Lot Owner shall excavate or extract earth for any business purpose. No elevation change shall be permitted which materially affects the surface grade of surrounding Lots.

Y. Nuisance and Annoying Activities: No noxious, offensive, or unlawful activity



shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or is a nuisance to nearby Residents. Burning trash, leaves, garage, or construction and reconstruction refuse is prohibited on Lots. A dog barking for an extended time shall be considered an annoyance and nuisance under this Declaration.

End of Article IX