

STATE OF SOUTH CAROLINA,

COUNTY OF CHARLESTON.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, E. C. Wood, hereby covenants and agrees on behalf of himself, his heirs and assigns with all persons who shall hereafter purchase lots in the subdivision known as COPANHE VIEW, which subdivision is more fully represented and delineated on a plat of same made by A. L. Glen, Reg. R. E. and L. S. dated October, 1957, and recorded in the R.M.C. Office for Charleston County in Plat Book M, at page 97, their heirs and assigns as follows:

1. These covenants and restrictions are to run with the land and are to be binding until January 1, 1980, at which time they shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants and restrictions in whole or in part.

2. Upon the violation of any covenant or restrictions, or upon the attempted violation of any of said covenants, it shall be lawful for any person or persons, firm, corporation or corporations, owning any lot or other property situated in said development or subdivision to presecute any proceeding at law or in equity against such violator and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants and restrictions by any judgment or Court Order shall in no wise affect any of the other covenants, restrictions or provisions which shall remain in full force and effect.

4. No lot shall be used except for residential purposes, and shall be known as residential lots. No building or structure shall be erected, altered, placed or permitting to remain on any residential lot other than one dwelling not to exceed two and

one-half stories in height and a private garage for not more than two (2) cars and such other buildings as may be incidental to residential use. A garage apartment shall be permissible on each lot.

5. No residence or building shall be located on any building lot nearer than twenty-five (25') feet to the front lot line nor nearer than twenty-five (25') feet to any side street line nor shall any building or residence be located nearer than ten (10') feet to any side lot line. The setback provisions herein prescribed may be altered, by the subdivider whenever in his judgment the topography or configuration of any lot renders the setback provisions as herein set forth unreasonable or imposing undue restrictions on that lot or the owner thereof.

6. No structure of any kind shall be erected, installed altered or maintained on any lot until and unless the complete design, plans, specifications and locations shall have been approved in writing by the subdividers. All plans must be approved or disapproved by the subdividers within fifteen (15) days after they have been submitted and in the event no disapproval is made within fifteen (15) days, the plans shall be deemed to have been approved.

7. No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trailer, basement, tent, shack, garage, barn or other outbuildings erected in the tract or on any lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

9. No one story residence or story and a half residence

shall be permitted on any lot which contains less than 800 square feet of living space on the first or ground floor, which living space shall be exclusive of porches, portecocheres, breezeways and garages. No dwelling of two stories or two and a half stories shall be permitted on any lot which shall contain less than 700 square feet of living space on its first or main floor, which said living space shall be exclusive of porches, porte-cocheres, breezeways and garages.

10. Easements as may now be in existence are hereby reserved on, over, under, above and through such lots as are shown on the plat hereinabove referred to and easements are further reserved as may be shown for drainage, water and sewerage line installations and other utility purposes and for maintenance thereof. Easements are further reserved for the aforesaid purposes of two and one-half (2½) feet in width along each side lot line and five (5') feet in width along each rear lot line as shown on the aforesaid plat.

11. The lots subject to the within restrictions shall not be divided nor shall any portion or any less than the whole of any one lot be sold or conveyed save that a lot may be subdivided into two portions which portions shall be owned by the respective owners of the two adjoining lots on each side so as to become parts thereof.

12. All sewerage disposal shall be by septic tank system approved by the State Board of Health.

13. No animals or poultry, except house pets, shall be kept or maintained on any lot hereby conveyed, nor shall any animal, animals or fowl be raised for commercial purposes.

14. No used building which has been torn down and removed in units from any other location shall be erected or placed on any lot or lots, but this shall not prevent the erection of a building from material which may have been salvaged from other buildings.

15. The subdivider is bound by no representations touching or affecting the property which are not expressly set forth herein.

16. No fences shall be permitted to be built on the front lot line of said lots nearer to the street than the building itself, except when in the opinion of the subdivider such fence or fences shall not detract from the appearance of the lot or the subdivision.

17. These restrictions can be altered, modified, cancelled or changed at any time by the written consent of a majority of the recorded owners of all of the lots.

18. Nothing herein contained shall be held to impose any restriction, condition, limitation or easement upon any land of the subdivider other than the lots laid out and shown on the plat hereinabove referred to.

19. All papers and instruments hereinabove provided for to be filed with or submitted to the subdivider shall be delivered delivered personally or sent by registered mail to E. C. Wood, Awendaw, South Carolina, or to such other person as may hereafter be designated by amendment hereto signed by E. C. Wood.

IN WITNESS WHEREOF E. C. Wood has hereunto set his hand and seal this 1st day of January, 1960.

Signed, sealed & delivered in the presence of: E. C. Wood  
E. C. Wood  
Lucille A. Miller  
Helma M. Shields

STATE OF SOUTH CAROLINA,  
COUNTY OF CHARLESTON.

PERSONALLY appeared before me Lucille A. Miller and made oath that he saw the within named E. C. Wood sign, seal, and as his act and deed, deliver the within written restrictions, and that he with Helma M. Shields witnessed

the execution thereof.

SWORN to before me, this

1st day of January, 1960

Levillie Q. Muller

Delmar M. Shields (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA.

*also copy of within attached white print plat placed in plat BK M 99-97*

Recorded at 9:40 o'clock this 19 day of Feb 1960 S.C. Doc. Stamp        affixed

Original writing delivered to Stoney & Stoney

ARTHUR H. BURTON, R.M.C., Charleston County, S.C. *pk*

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

MINNIE R. SHERMAN, and )  
JULIA M. PRITCHARD, as Owners )  
of Record of a Majority of all )  
of the Lots in Copahee View )  
Subdivision, )  
to )  
PRESENT AND FUTURE OWNERS OF LOTS )  
IN COPAHEE VIEW SUBDIVISION )

ALTERATIONS, MODIFICATIONS AND  
CHANGES IN THE COVENANTS AND  
RESTRICTIONS APPLICABLE TO THE  
LOTS IN COPAHEE VIEW SUBDIVISION,  
MOULTREE SCHOOL DISTRICT NO. 2,  
FORMERLY CHRIST CHURCH PARISH,  
CHARLESTON COUNTY, SOUTH CAROLINA

WHEREAS, by instrument dated January 1, 1960, and recorded in the R.M.C. Office for Charleston County in Book D-70, Page 262, L. C. Wood, on behalf of himself and his heirs and assigns, placed certain reservations, Covenants and Restrictions on the lots in Copahee View Subdivision, as by reference to the said instrument will more fully appear, and

WHEREAS, in Section 17 thereof it was specifically provided that the said Restrictions could be altered, modified, cancelled or changed at any time by the written consent of the recorded owners of a majority of all of the lots, and

WHEREAS, by deed dated November 30, 1965, and recorded in the R.M.C. Office for Charleston County in Book K-84, Page 244, the said L. C. Wood conveyed to Minnie R. Sherman and Julia M. Pritchard, who will execute this instrument, all of the lots in the said subdivision except a few which he had previously sold, and substituted them as Developer in his place and stead, and

WHEREAS, as will by reference to the records in the R.M.C. Office for Charleston County fully appear, the said Minnie R. Sherman and Julia M. Pritchard are the owners of record of an overwhelming majority of all of the lots in the said subdivision, and

WHEREAS, in Sections 8 and 9 of the said Covenants and Restrictions it is specifically provided that no trailer should be erected on any lot for use as a residence, temporarily or permanently and that no one story residence shall be permitted on any lot which contains less than 800 square feet of living space on the first or ground floor, and

WHEREAS, since the date of the execution and recording of these Covenants and Restrictions, a number of mobile homes, formerly referred to as trailers have been placed on lots in the said subdivision, and used as residences, and

WHEREAS, the said mobile homes, formerly known as trailers, have been vastly improved since the time of the execution of the original Covenants and Restrictions, and are now in general use as moderately priced residences, and government statistics show that in 1970 over 90% of the new residences in the \$5000 to \$15,000 price range are mobile home residences, and these Covenants and Restrictions should be altered and amended,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that, in consideration of the foregoing and in order to make the said lots more valuable to the Developer and to the purchaser, and in order to promote the proper enjoyment thereof by the lot owners, we, MINNIE R. SHERMAN and JULIA M. PRITCHARD, do hereby declare, covenant and agree with all persons and corporations, their heirs, successors and assigns, who may have heretofore purchased any lot numbered and designated on the plat referred to in the original Restrictive Instrument, or who may hereafter purchase any such lot, that the original Restrictive Covenants above referred to are hereby altered, modified, amended and changed as follows:

Notwithstanding anything in the said original Covenants and Restrictions, and specifically notwithstanding anything in Sections 8 and 9 thereof, any mobile home manufactured by any mobile home manufacturing company of at least standard model and grade shall be an acceptable residence on any lot in the said subdivision. All the other provisions of the original Covenants and Restrictions remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our Hands and Seals, at Charleston, South Carolina, this \_\_\_ day of October, 1971.

Minnie R. Sherman  
Minnie R. Sherman

In the Presence of:

Julia M. Pritchard

Julia M. Pritchard  
Julia M. Pritchard

PERSONALLY appeared before me

who made oath that she saw the within named Minnie R. Sherman and Julia M. Pritchard sign, seal, and as their act and deed deliver the within written Alterations, etc., and that she with

M. Pritchard witnessed the execution thereof.

Laura B. Burn

(Seal)  
Notary Public for South Carolina

My Commission expires October 28, 1971

October 20, 1971

Filed, Indexed and Recorded

Oct 22 1971 11:05

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[Signature]

Notary Public  
Hartsville, South Carolina