

STATE OF SOUTH CAROLINA
 COUNTY OF NEWBERRY

Declaration of RESTRICTIVE
 COVENANTS

NEWBERRY SHORES, PHASE VI

KNOW ALL MEN BY THESE PRESENTS, that Agnes K. Boozer, Sylvia B. Brannon, and Stanford W. Boozer, Jr. as Trustees of the Agnes K. Boozer Revocable Trust are the owners of the following described property:

All those certain pieces, parcels or lots of land, situate, lying and being in the County of Newberry, State of South Carolina, on the waters of Lake Murray, and being shown as Lots #1 through #8 upon plat of Newberry Shores, Phase VI, prepared by Lucius D. Cobb, Sr. Land Surveying, Inc. (Lucius D. Cobb, Sr., R.L.S. 6039), dated November 18, 2002, and recorded in the RMC Office for Newberry County in Plat Book C-49 at Page 1. (the "Property")

That the said Trustees of the Agnes K. Boozer Revocable Trust do hereby declare, covenant and agree on behalf of themselves and their successors and assigns, who shall hereafter purchase lots as hereinabove described, shall be subject to the following restrictions, reservations, covenants and limitations as to the use thereof, and said restrictions shall run with the land.

1. Not more than one single family dwelling shall be erected on any Lot. The enclosed existing heated living space of the main structure, exclusive of unfinished space, open porches, porte-cocheres, garages, carports and breezeways, shall not be less than **2,000 square feet** for all dwellings. Finished rooms over a garage shall be included in determining whether the square footage requirement has been met. No structure of a temporary nature, unless approved in writing by the said Trustees of the Agnes K. Boozer Revocable Trust, shall be erected or allowed to remain on any Lot, and no trailer, camper, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this paragraph shall not be construed to prevent those engaged in construction from using sheds or other temporary structures during construction.

2. Plans for all structures must be approved in writing by said Trustees of the Agnes K. Boozer Revocable Trust, or a person or persons designated by Agnes K. Boozer, Sylvia B. Brannon, and Stanford W. Boozer, Jr. as Trustees of the Agnes K. Boozer Revocable Trust.

3. No fence of any type may be erected on any lot without the written consent of said Trustees of the Agnes K. Boozer Revocable Trust, or a person or persons designated by Agnes K. Boozer, Sylvia B. Brannon, and Stanford W. Boozer, Jr. as Trustees of the Agnes K. Boozer Revocable Trust.

4. No lot may be subdivided without the prior written consent of said Trustees of the Agnes K. Boozer Revocable Trust, or a person or persons designated

by Agnes K. Boozer, Sylvia B. Brannon, and Stanford W. Boozer, Jr. as Trustees of the Agnes K. Boozer Revocable Trust.

5. No lot covered by these Restrictions, or any property of Agnes K. Boozer, Sylvia B. Brannon, and Stanford W. Boozer, Jr. as Trustees of the Agnes K. Boozer Revocable Trust, may be used or maintained as a dumping ground for refuse, garbage, and rubbish or castoff material. All incinerators or other equipment used in the storage or disposal of all such material shall be kept clean and in sanitary condition.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; no animals, except domestic pets, may be kept thereon.

7. Each lot owner is responsible for damage caused on other lots and to lots or property of Agnes K. Boozer, Sylvia B. Brannon, and Stanford W. Boozer, Jr. as Trustees of the Agnes K. Boozer Revocable Trust for fires started on said lot owner's property.

8. All structures on the outside must be completely finished outside and painted where painting is required within six (6) months from the beginning of construction. Further, that all unused construction material, including, but not limited to, cast-off material and/or trash remaining from construction, must also be removed from visibility within the same six (6) month period so as not to create an eyesore.

9. The location of all dwellings on each Lot shall be subject to the setbacks as shown of the recorded Final Subdivision Plat and shall also comply with the then applicable setback requirements of Newberry County.

10. There shall be no types of commercial establishments placed upon any of the subject lots.

11. All buildings not attached to the residence must be of similar material and construction as the residence, with the exception however, that prefabricated storage sheds may be used; however, their location shall have the same set-backs as outlined hereinabove.

12. Agnes K. Boozer, Sylvia B. Brannon, and Stanford W. Boozer, Jr. as Trustees of the Agnes K. Boozer Revocable Trust hereby reserve and declare the following utility easements within and affecting the Property: an area fifteen (15') feet in width along the front (roadside) Lot line, an area seven and one-half (7.5') feet in width along each side Lot line, and an area ten (10') feet in width along each rear Lot line, for ingress and egress, for installations, replacement, repair and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, cable television and master communication system. By virtue of these easements, it shall be expressly permissible and proper for the companies providing electricity, telephone, cable television, and other communication services to install and maintain necessary

equipment on the Property and to affix and maintain electricity, communications, cable television, and telephone wires, conduits and circuits under the Property.

13. The covenants, restrictions and other provisions set forth herein shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the owner of any Lot, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date this Declaration is filed for record in the Office of the RMC Office for Newberry County, South Carolina, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record owners of seventy-five (75%) percent of the Lots has been recorded, agreeing to abandon or change this Declaration and restrictions in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Invalidation of any one of these covenants by judgment or other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

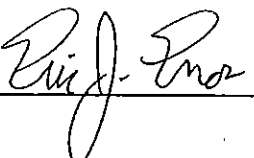
Agnes K. Boozer, Sylvia B. Brannon, and Stanford W. Boozer, Jr. as Trustees of the Agnes K. Boozer Revocable Trust reserve the right to impose additional restrictions on any unsold lot or area by declaration or by including said restriction in the Deed to that individual lot, but such added restrictions shall be in addition to the restrictions hereby declared and imposed.

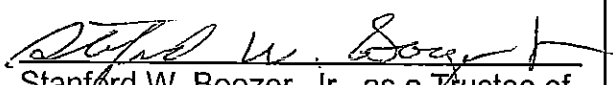
For the purpose of written consent for any of the above restrictions, the written consent of Agnes K. Boozer, Sylvia B. Brannon, and Stanford W. Boozer, Jr. as Trustees of the Agnes K. Boozer Revocable Trust, its successors or assigns, or a person or persons designated by Agnes K. Boozer, Sylvia B. Brannon, and Stanford W. Boozer, Jr. as Trustees of the Agnes K. Boozer Revocable Trust, shall be sufficient to meet the requirement of written consent as set forth hereinabove.

IN WITNESS WHEREOF, Agnes K. Boozer, Sylvia B. Brannon, and Stanford W. Boozer, Jr. as Trustees of the Agnes K. Boozer Revocable Trust, has caused these presents to be executed in its name, this the 25th day of March, 2003, at Columbia, South Carolina.

Witness:






Stanford W. Boozer, Jr., as a Trustee of
the Agnes K. Boozer Revocable Trust

Darlene B. Brannon
WS Br

Sylvia B. Brannon
Sylvia B. Brannon, as a Trustee of
the Agnes K. Boozer Revocable Trust

Darlene B. Brannon
WS Br

Agnes K. Boozer
Agnes K. Boozer, as a Trustee of the
Agnes K, Boozer Revocable Trust

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, Eric J. Enos, a notary public for the State of South Carolina, do hereby certify that Stanford W. Boozer, Jr., as a Trustee of the Agnes K, Boozer Revocable Trust, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 25th day of March, 2003.

Eric J. Enos
Notary Public for South Carolina
My commission expires: My Commission Expires May 30, 201

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, William E. Booth III, a notary public for the State of South Carolina, do hereby certify that Sylvia B. Brannon, as a Trustee of the Agnes K, Boozer Revocable Trust, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 25th day of March, 2003.

W E Booth
Notary Public for South Carolina
My commission expires: My Commission Expires July 26, 2004

