

WATSON FARM

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, RIGHTS, RESTRICTIONS, USES, COVENANTS, RESERVATIONS AND EASEMENTS FOR WATSON FARMS:

WHEREAS, Alexander Watson (hereinafter referred to as "Declarant") is the owner in fee simple of the following described property as shown on Exhibit A, attached hereto.

NOW THEREFORE, Declarant imposes the following restrictions, reservations, covenants, and easements upon said property described above as follows:

1. No structure shall be erected or placed on the lot other than one single family dwelling, storage building and attached or detached garage or carport of similar design. Storage buildings are allowed as long as they are properly screened from view from other lots, with fencing, a hedge wall or existing trees. Storage buildings shall be built with a similar aesthetic design of the home. No use shall be made of the property, or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family; provided, however, a house may contain an apartment for a member of the immediate family of the owner-occupant of said house or a garage apartment located on the lot may be occupied by a member of the immediate family of the owner-occupant. NO BUILDING, FENCE, BASKETBALL GOAL, GAZEBO OR ANY OTHER STRUCTURE OF ANY KIND SHALL BE BEGUN, ERECTED OR PLACED ON THE LOT UNTIL THE BUILDING PLANS, SPECIFICATIONS, DESIGN AND PLOT PLAN SHOWING THE LOCATION OF SUCH BUILDING, FENCE, BASKETBALL GOAL, GAZEBO OR STRUCTURE ON THE LOT IN QUESTION HAVE FIRST BEEN APPROVED BY GRANTOR OR GRANTOR'S NOMINEE OR SOME OTHER PERSON OR PERSONS DESIGNATED BY THE GRANTOR IN WRITING (see Paragraph Twenty-three (23) hereof). RETAINING WALLS ABOVE 18 INCHES IN HEIGHT ARE CONSIDERED STRUCTURES AS TO CONFORMITY IN SIZE, TYPE AND QUALITY, AND AS TO HARMONY OF DESIGN WITH THE PROPOSED OR EXISTING STRUCTURES IN THE GENERAL AREA, AND AS TO LOCATION OF THE BUILDING, FENCE, BASKETBALL GOAL, GAZEBO OR STRUCTURE WITH RESPECT TO TOPOGRAPHY AND GROUND ELEVATION; ALSO, ALL PLANS FOR LANDSCAPING THE LOT ARE TO BE APPROVED IN WRITING BY GRANTOR, OR HIS NOMINEE, AS AFORESAID. MINIMUM ARCHITECTURAL STANDARDS HAVE BEEN ESTABLISHED BY THE THIS CONVEYANCE IS ALSO MADE AND ACCEPTED SUBJECT TO THE TERMS, CONDITIONS, OBLIGATIONS, RIGHTS, RESTRICTIONS, USES, COVENANTS, RESERVATIONS, EASEMENTS AND RIGHTS OF WAY CONTAINED IN WATSON FARM MINIMUM ARCHITECTURAL STANDARDS AND WATSON FARM ARCHITECTURAL DESIGN PROCEDURE. ALL ARCHITECTURAL APPROVALS MUST BE GRANTOR IN WRITING. GRANTOR'S APPROVAL SHALL NOT BE UNREASONABLY WITHHELD.

HEREIN, BY ACCEPTANCE AND RECORDATION OF THIS DEED EXPRESSLY AGREES TO ABIDE THEREBY AND FURTHER ACKNOWLEDGE AND AGREE THAT THE SAME SHALL RUN WITH THE TITLE TO THE PROPERTY HEREBY CONVEYED AND SHALL BE BINDING UPON THE GRANTEE(S) AND THE GRANTEE(S)' HEIRS AND ASSIGNS. THE GRANTOR AND ITS NOMINEE OR ASSIGNS RESERVE THE RIGHT TO MAKE REASONABLE MODIFICATIONS IN THE MINIMUM STANDARDS.

The approval or disapproval as required in these covenants shall be in writing. In the event the Grantor, or his nominee shall fail to approve or disapprove within thirty (30) days after plans and

specifications have been submitted to the Grantor, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with. Minimum Architectural Standards have been established by the Declarant and are attached hereto as Exhibit 1. The Declarant and his nominee or assigns reserve the right to make reasonable modifications in these minimum standards.

2. Mailboxes, entrance gates, fences, lights, and all other streetscapes must conform to the design standard established by Grantor or his nominee following the procedures set forth in Paragraph One (I) and in the Watson Farm Minimum Architectural Standards and Watson Farm Architectural Design Procedure
3. No dwelling shall be erected on said lot with less than 2,000 square feet. All garage doors shall be kept closed except when the garage is in specific use.
4. All trees with a diameter of six (6) inches or more to be removed must be marked and approved by the Declarant or Declarant's nominee. To enhance the quality and harmony of the general area the Declarant or the Declarant's nominee can deny the removal of any tree, which is no located within the perimeter of the house.
5. No building, other structure or any improvement shall be located on said lot within thirty feet (30') of the front line, within (15') feet of the sidelines, and within thirty five (35') feet of the rear line.
6. The lot may not be subdivided or reduced in size.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on said lot as a residence either temporarily or permanently.
8. No livestock, poultry or other animals shall be kept on said lot except household pets, which pets shall not be used or bred for commercial purposes. Household pets shall not be allowed to run loose, but must be maintained on said lot. No chain link fences are allowed on the lots.
9. No noxious or offensive activity shall be carried on upon said lot. Residents shall not use powered two and four wheeled vehicles in a manner which will disturb other residents. Golfcarts are allowed for licensed drivers only.
10. Perpetual nonexclusive easements for drainage and for installation and maintenance of gas, electricity, telephone, water, sewer and other utilities are reserved unto the Declarant along each side line and the rear line of said lot fifteen (15') feet in width and along the road side of said lot fifteen (15') feet in width. Driveways will be permitted in the easement.
11. No lot nor any part of any lot shall be used as a street without the written consent of Grantor or Grantor's nominee.
12. No sign shall be erected on said lot or posted on any building except one "For Sale" or "Sold" signs which shall not exceed two feet by three feet in dimension. A "sold" sign shall not remain on the lot for longer than ten (10) days after the lot has closed.
13. All driveways shall be paved, or gravel from the street or adjoining right-of-way to the point where the driveway ends at the dwelling on said lot, to be of concrete of good quality and properly installed, to be done prior to the occupancy of said dwelling. Driveways shall be engineered so that they drain properly on the roadway and shoulder. Any damage done by the general contractor or subcontractors to the roadway or shoulders during construction will be the responsibility of the lot owner.
14. Grantee shall be responsible for installation and maintenance of grass between the front property line and

the edge of the pavement.

15. All camping buses, panel trucks, school buses, or boats, trailers or camping equipment and similar non-self-propelled vehicles shall be parked or stored in a manner so that they are not located within the restricted area described in Paragraph Five (5) hereof and shall be shielded from view.

16. Maintenance and general upkeep of the lot and improvements is required. If the appearance of the lot and improvements begins to lower the quality and harmony of the subdivision, the Grantor or Grantor's nominee has the right to subcontract the needed maintenance and upkeep required. The lot owner will bear these expenses. The Grantor will notify lot owner in writing and give lot owner fifteen (15) days to rectify any problems and if lot owner fails to act within fifteen (15) days, the Grantor or Grantor's nominee has the right to subcontract maintenance and general upkeep for the lot owner.
 - a. At all times during construction there shall be located on the lot trash dumpsters and other suitable containers and areas for disposing of debris. THE OWNER MUST SEE THAT OWNER'S GENERAL CONTRACTOR AND SUBCONTRACTORS KEEP THE CONSTRUCTION SITE CLEAN AT ALL TIMES.
 - b. At all times during construction there shall be located on the lot port-a-johns for use during construction.

17. Grantor or Grantor's nominee may proceed to enjoin or to take other legal steps against Grantee(s) or Grantee(s)' assigns, to prevent the violation or attempted violation of any provisions of this deed. Grantor's nominee is entitled to collect reasonable attorney's fees and all other expenses incurred by the nominee in any legal action. Grantor is under no obligation to institute any such proceedings, although Grantor reserves the right to do so.

18. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years each unless an instrument is signed by the Grantor or Grantor's nominee and the Grantees, Grantees' heirs and assigns, agreeing to change said covenants in whole or in part.

19. Nothing in these covenants or restrictions shall be construed as requiring Declarant to bear any expense as to any activity or installation conducted, required or imposed with respect to any land acquired from Declarant. Declarant is expressly under no obligation to provide or install any utilities within any part of the subdivision, this includes well, septic systems, driveways, and any utilities required for a home.

20. Grantor hereby names Alexander Watson, as Grantor's nominee. If for any reason Alexander Watson is unable or unwilling to serve, the Grantor will name a replacement nominee who shall be a property owner in the development. As long as the Grantor owns property in the development, the Grantor further reserves the right to revoke this designation and to name some other person or persons in writing.

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

22. The Grantee(s) herein, by acceptance and recordation of this deed expressly agrees to abide thereby, and further acknowledge and agree that the same shall run with the title to the property hereby conveyed and shall be binding upon the Grantee(s) and the Grantee(s)' heirs and assigns.

23. Subject to Declarant's rights to amend this Declaration set forth herein, this Declaration may be amended, revised, revoked, substituted, modified or otherwise altered at any time and from time to time only by an agreement signed by the Declarant, if the Declarant still owns one or more Lots, or thereafter by agreement of the Owners of at least seventy-five percent (75%) of the Lots in Watson Farms. No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any Mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Register of Deeds for Lexington County, South Carolina. The written consent thereto of any Mortgage holder shall also be filed with such amendment. Every purchaser or grantee of any interest in real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

THIS CONVEYANCE IS ALSO MADE AND ACCEPTED SUBJECT TO THE TERMS, CONDITIONS, OBLIGATIONS, RIGHTS, RESTRICTIONS, USES, COVENANTS, RESERVATIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD.

THE TERMS AND CONDITIONS CONTAINED HEREIN ARE HEREBY ACKNOWLEDGED

Grantee

Grantee

This conveyance is also made subject to all restrictions and easements of record including any which may be shown on a recorded plat. It is also made subject to all zoning and other governmental regulations of the County of Lexington and any other governmental agency (local, state or federal), together with all and singular the rights, members, hereditaments and appurtenances to the premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee(s), and the Grantee(s)' heirs and assigns, forever.

And the Grantor does hereby bind the Grantor and the Grantor's successors and assigns to warrant and forever defend all and singular said premises unto the Grantee(s) and the Grantee(s)' heirs and assigns against the Grantor and the Grantor's successors and assigns.

