

**Protective Covenants of Spring Plains Rd**  
**Berkeley County TMS: 031-00-04-051 & 031-00-04-052(Tracts 1-10)**

1. The use of each lot is for residential and agricultural purposes only. No commercial business is to be conducted on the lots.
2. No lots may be further subdivided without the developer's written consent.
3. No more than 2 single family residences are allowed per lot.
4. Any manufactured home which is placed on any lot shall be underpinned and tied down within two (2) months from such time as manufactured home is placed on the property.
5. Any manufactured home which shall be placed on any lot shall not be more than ten (10) years old. Any manufactured home shall have a minimum of nine hundred sixty (960) square feet of heated spaced.
6. No structure of temporary character, including but not limited to, tent, shack, or travel trailer shall be used as a residence temporarily or permanently.
7. No buildings shall be located nearer than fifteen (15) feet to the side lot lines, nor thirty-five (35) feet from the easement line.
8. No unlicensed, inoperative vehicle may be kept on any lot for more than seven days unless stored in an enclosed garage or storage building. No more than five (5) total motor vehicles may be kept on any lot at a given time.
9. No part of the Property may ever be used or maintained as a dumping ground or for storage, temporary or otherwise, of junked, disabled automobiles, trucks or other vehicles, machinery, equipment, used lumber or other used material, giving an unsightly appearance and all of the property must be maintained by the owner of the Property.
10. No birds, fowl or poultry shall be raised for commercial purposed or for commercial egg production on the Property, or any part thereof. Hogs or pigs shall be prohibited on the Property, or any part thereof.
11. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the other owners of lots within the subdivision.
12. Owner reserves the right to impose additional restrictions on any unsold lots or acres by declaration or by including such restrictions in the deed to such lot or lots; such restrictions shall be in addition to these Covenants, Conditions, and Restrictions.
13. The covenants and restrictions of this Declaration shall run with and bind the land, and inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective heirs, legal representatives successors and assigns, for a term of ten (10) years from the date of this Declaration is filed for record in the Office of the Clerk of Court for Berkeley County, after which time said covenants and restrictions shall be automatically extended for a successive periods of ten (10) years, unless an instrument signed by the then record owners of a majority of the lots affected hereby has been recorded, agreeing to change said covenants and restrictions in whole or it part.

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## **Road Easement and Maintenance – Lots 7 & 9**

**Reservations of Easements.** Each property owner acknowledges and agrees that the conveyance of each lot is subject to a right-of-way easement for the ingress and egress of each property owner to and from their property, as indicated on the plat entitled “MINOR SUBDIVISION OF SPRING PLAINS SUBDIVISION 10 LOTS NEAR CROSS TMS# 0310004051 AND TMS# 0310004052”, prepared by Kevin Wilson, PLS No. 23834, dated July 23, 2023, and recorded as Instrument # 2023031818 in the Berkeley County ROD Office. Further, easement is also conveyed for installation and maintenance of utilities and drainage facilities over, under and across the property described in the aforementioned plat for the use by owners, utility companies and public agencies in connection with this development.

**Road Easement and Maintenance.** The Owners of the Property or subdivided Lots thereof shall be responsible for the upkeep and maintenance of the 30’ ingress/ egress easement from the intersection of the easement with Spring Plains Road, and then running to the end of the easement, as shown on the aforesaid plat. Upkeep and maintenance shall include, but not limited to grading, filling, mowing, and any additional work that may be needed to make the road passable in all weather conditions by the owners and subsequent owners.

Specifically, maintenance of the road easement will be conducted as follows:

- a. All lot owners would be responsible for the maintenance of the entrance between the roadway of Spring Plains Road, and the beginning of the dirt road being the road easement referenced above.
- b. Lots 7 and 9 are solely responsible for the maintenance for that portion of the road easement from beginning of the easement, beginning at the entrance off of Spring Plains Road, to the end of the easement.

The parties are not required to maintain the property beyond reasonable care, but may agree to additional upgrades necessary if agreed upon by all owners that use the road for ingress and egress.

**Road Easements.** Each property owner acknowledges that the roadway constructed is owned by each property owner of the subdivision. Each owner is granted an easement over the portion of each lot which the roadway encroached for the purpose of ingress and egress. All rights, privileges, benefits and burdens created herein are covenants and agreements running with the land, and bind and inure to the benefit and burden of each property owner of said lots referenced herein and their respective successors and assigns.

Lots 7&9 will share in the expense, if any, of putting in a permanent culvert on Spring Plains Road, S-8-17.

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