



Brandy Mill Community Association, Inc.

P.O. Box 1086
Summerville, SC 29484

Covenants & Restrictions

Please keep in mind that we all signed a contract, by way of our deed or lease, agreeing to abide by the Covenants and Restrictions. In addition, all residents are legally charged with the knowledge of the Covenants and Restrictions, since they are a part of public record in the Dorchester County RMC office.

HIGHLIGHTS

Section 12 Sign Boards: No signs other than "For Rent" or "For Sale" shall be displayed, and these signs may not exceed six square feet in size. No more than two signs may be displayed on any lot at any time. Note: The Board of Directors has determined that "Yard Sale" and "Open House" signs are also permissible. "Yard Sale" and "Open House" signs may also be posted on the common areas of the entrance boulevard only if they do not cause damage to the lawn or shrubbery areas, and are removed from the common area prior to dusk of that day. Signs which do not comply with this provision will be removed.

Sections 16 Disposition of Trash and Other Debris: Trash and garbage must be kept only in appropriate trash containers with lids. Trash, debris and refuse may not be allowed to accumulate on any part of any lot. With the exception of scheduled trash collection days, trash containers must be stored in such a manner that they cannot be seen from the street or surrounding properties.

Section 17 Aesthetics, Natural Growth. Fences, Screening: Garbage cans, storage piles or equipment shall be walled-in to conceal them from the view of neighboring lots and streets. All fuel tanks must be buried or walled from view. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within a lot, except as are installed in accordance with the original construction of the lots, and any replacement thereof, or as are authorized by the ARC.

Section 18 Animals: The total number of cats and dogs which may be kept on any lot is two (2). All pets must be kept under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or enclosed area. Note: The Town of Summerville has a leash law which requires that your dog be on a leash at all times. The Board asks that

owners walking their dogs on the residential and common areas please remove their pet's waste as a courtesy to others.

Section 24 Maintenance Required by Owner: Each owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management.

Section 30 Prohibition Against Offensive Conduct or Nuisance: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done there on tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

Section 31 Parking Restrictions: No automobile shall be parked any here upon any lot except on driveway or in a garage. No automobile may be parked on any street overnight. Garage doors, if any, shall remain closed at all times except when entering or exiting.

Section 32 Other Vehicle and Trailer Parking: Trailers, recreational vehicles, boats and boat trailers, mobile homes or other habitable motor vehicles, or commercial vehicles may not be stored anywhere on any lot unless fully screened from view of the street and surrounding properties (i.e. privacy fencing or within a garage) in a manner approved by the RC. This shall not prohibit a temporary parking of a trailer, boat, RV, motor, etc. for short periods preparatory to taking same to some other location for use or storage. No such vehicle shall be openly stored in any area.

THESE ARE ONLY THE HIGHLIGHTS OF THE COVENANTS & RESTRICTIONS. IT IS EXTREMELY IMPORTANT THAT YOU BECOME FAMILIAR WITH THEM. A COMPLETE SET IS INCLUDED BELOW FOR YOUR USE.



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Section Nine. Receptacles shall be approved by the Post Office Department and in writing by the ARB. Said receptacles shall be of uniform construction and appearance as prescribed by the ARB and shall be erected in a manner approved by the ARB and at such location as the ARB may in its discretion designate. The ARB may, upon the approval of the Post Office Department, cluster mail receptacles in such location as the ARB may, in its discretion deem appropriate.

No receptacle or any construction for the receipt of newspapers or similar delivered materials shall be erected or permitted except as approved in writing by the ARB. Section Nine. Completion of Construction. The exterior of all homes and other structures must be completed within six (6) months after the date of the construction of same shall have commenced unless such time period is otherwise extended by the ARB where, in the sole discretion of the ARB, such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamity. In any event, no home or structure may be occupied or used until the exterior has been completed.

Section Ten. Obstruction to View at Intersection and Delivery Receptacles. The lower branches of trees or other vegetation in sight line approaches to any street or street intersections shall not be permitted to obstruct the view of same.

Section Eleven. Use of Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently. Sheds or other temporary structures may be used during construction provided that they be approved in writing by the ARB or its designee, and provided further, that such sheds or structures are not used as a temporary residence.

Section Twelve. Sign Boards. No sign boards shall be displayed except "For Rents and "For Sale", which signs shall not exceed {6'} square feet in size. No more than two (2) signs shall be displayed on one Lot at the same time. All signs must be of a design and location approved by the Architectural Review Board.

Section Thirteen. Antenna. No radio or television transmission towers or antenna shall be erected within the restricted property and only the customary receiving antenna which shall never exceed ten (10') feet in height above the roof ridge line of any house is allowed.

Section Fourteen. Mining. No Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface natural resources with the sole exception of subsurface water.

Section Fifteen. Air and Water Pollution. No use of any Lot (other than the normal use of residential fireplaces and residential chimneys) will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards established by the ARB, and federal and state law and any regulations thereunder. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Lots, or any part thereof, in violation of any regulations of the State of South Carolina or any private or public body having jurisdiction. No person shall dump garbage, trash or other refuse into any waterway on or immediately adjacent to the restricted properties.

Section Sixteen. Disposition of Trash and other Debris. Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of a Lot or any other property in Brandywine other than in the receptacle customarily used therefor which, except on the scheduled day for trash pickup, shall be located only in a garage or patio. All other times such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction for a period not to exceed 180 days (commencing from the first day of the first delivery of any such materials) for any approved structure, unless such materials are screened from view in a manner approved by the ARB. During the course of construction, it shall be the responsibility of each owner to ensure that construction sites are kept free of unsightly accumulation of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. No burning of any trash and no accumulation or any storage of litter or trash of any kind shall be permitted on any Lot.

Section Seventeen. Aesthetics, Nature Growth. Fences, Screening. Underground Utilities Service. No nature growth or flora shall be intentionally destroyed and removed, except with the prior written approval of the ARB without which the Association may require the Lot owner, at his cost, to replace the same. Garbage cans, equipment, coolers, or storage piles shall be walled-in to conceal them from the view of neighboring Lots or streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or walled from view, as aforesaid. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within a Lot, easement or other common area as so designated, except such as are installed in accordance with the original construction of the Lots, and any replacement thereof, or as are authorized and approved by the ARB.

Section Eighteen. Animals. No animals, reptiles, rodents, birds, fish, livestock or poultry shall be raised, bred, or maintained on any Lot, except that domestic dogs, cats, fish and birds inside bird cages, may be kept as household pets within any structure upon a Lot, provided they are not kept, bred, raised therein for commercial purposes, or in unreasonable quantities. As used in these Covenants, "unreasonable quantities" shall be deemed to limit the total number of dogs, cats and birds to two (2) per Lot. All pets must be under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or enclosed area.

Section Nineteen. Prohibition of Commercial Use. No trade or business of any kind or character nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business, or profession shall be permitted upon any Lot. Nothing in this section or these Covenants shall be constructed to prohibit the rental of any residence upon a Lot for residential purposes otherwise consistent with these Covenants.

Section Twenty. Minor Agricultural Pursuits. Minor agricultural pursuits incidental to residential use of the Lots shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

Section Twenty-One. Changing Elevations. No Lot shall be excavated or earth extracted therefrom for any business purpose. No elevation changes shall be permitted which materially affects surface grade of surrounding Lots.

Section Twenty-Two Wells. No individual water supply system shall be permitted except for irrigation, swimming pools or other nondomestic use.

Section Twenty-Three. Easements. In addition to those easements shown on any plat of a Lot, and not as any limitation thereof, an easement on each Lot is hereby reserved by the Developer for itself and its agents, designees, successors and assigns along, over, under and upon a strip of land five (5') feet in width, parallel and contiguous with each side Lot line, and along, over, under and upon a strip of land ten (10') feet in width, parallel and contiguous with the rear line of each Lot, in addition to such other easements as may appear on the Plat hereinabove referred to. The within reserved easements consist of a strip of land twenty (20') feet in width, ten (10') feet on either side of the rear Lot lines, and a strip of land ten (10') feet in width, five (5') feet on either side of side Lot lines, and may be encompassed within larger easements of record. The purpose of these easements shall be to provide, install, maintain, construct, and operate drainage facilities, now or in the future, and utility service lines to, from, or for each of the Lots. Within these easements no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in such easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. For the purpose of this Covenant, the Developer reserves the right to modify or extinguish the easement herein reserved along any Lot line when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. For the duration of these Covenants, no such utilities shall be permitted to occupy or otherwise encroach upon any of the easement areas reserved without first obtaining the prior written consent of the Developer. The Developer reserves the right to enter into any agreement that it may deem necessary and proper with any public authority or utility company regarding the terms and conditions of use of the within reserved easements on each Lot. Such agreement shall, upon execution, be filed with the Office of the Clerk of Court for Dorchester County, South Carolina, and shall without necessity of further actions constitute an amendment of these Covenants by the Developer and become a part of these Covenants as is set out in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control.

Section Twenty-Four. Maintenance Required by Owner. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not by way of limitation, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and

shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management.

Section Twenty-Five. Use of Sample Houses. The Developer, during such time as it shall continue to be the owner of any Lot, may use its Lots for the purpose of building thereon a sample house or sample houses, and/or sales information centers, which may be exhibited to the public and to which the Developer shall be entitled to invite the public to inspect the said sample house or houses and from which the Developer may disseminate to the public sales information in Brandy Mill 11 subdivision. Such activities shall not be construed as a violation of the residential provisions of these Covenants.

Section Twenty-Six. Outside Drying and Laundering. No clothing or household fabrics shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use.

Section Twenty-Seven. [blank].

Section Twenty-Eight. Fireworks and Use of Firearms. The sale and use of fireworks of any kind whatsoever on the Property is prohibited. The use of or discharge of firearms of any kind whatsoever is prohibited. Hunting of any kind, and by any method, including but not limited to firearms, traps, snares, bow and arrows, or manually propelled missiles is prohibited.

Section Twenty-Nine. Chemical Fertilizers, Pesticides, or Herbicides. No commercial chemical fertilizers, pesticides, or herbicides other than those approved by the Association shall be used on any Lot or any portion of Brandy Mill. This provision in no way limits the use of those products which are readily available for consumer use and approved by an agency, such as the Food and Drug Administration, for the purpose intended, provided however, that said chemical products are not harmful to, nor will adversely affect, aquatic growth, or marine and animal life, and said product is so labeled by such agency as harmless to said plant and animal life.

Section Thirty. Prohibition Against Offensive Conduct or Nuisance. No noxious or offensive activity shall be carried on upon any Lot described in Section One hereof, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animal, or device or anything of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

Section Thirty-One. Parking Restrictions and Use of Garages. No automobile shall be parked or left on any street or on any property shown on a plat of any portion of Brandy Mill II subdivision other than on a driveway or within a garage. Garage doors, if any, shall remain closed at all times excepting when entering or exiting.

Section Thirty-Two. Other Vehicle and Trailer Parking. No trailer, trailer house, recreational vehicle, mobile home, or habitable motor vehicle of any kind, boat or boat trailer, school bus, truck (other than non-commercial "vans" or "pick-ups" of less than one-half ton) or commercial vehicle shall be brought upon or habitually parked overnight, whether on any street or on any Lot. This shall not be construed to prohibit a mere temporary standing or parking of a trailer, boat, or trailer house, recreational vehicle or mobile home for short periods preparatory to taking same to some other location for use or storage. No such vehicle shall be openly stored in any area other than that designated by the Association, if any, for

the purpose of storage. Such vehicles may be stored upon a Lot only if screened from view of surrounding Lots and streets in a manner approved by the ARB. Nothing contained herein shall be considered to prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction in Brandyhill II sub-division, provided the same are approved by the ARB.

Section Thirty-Three. Documents. All papers and instruments required to be filed with or submitted to the Developer, the Association, or the ARB shall be delivered personally or sent by Certified Mail Return Receipt Requested to John Crosland Company at its office located at, or to such other address as the Developer or Association may specify.

Section Thirty-Four. Applicability. The foregoing restrictions, conditions, easements, and covenants are not applicable to any lands owned by the Developer in Dorchester County or elsewhere, other than the Lots set forth in Section One, and to those Lots that may, from time to time as hereinabove provided be made subject to these Covenants by supplemental declaration.

Section Thirty-Five. Violation. If any person, firm or corporation shall violate or attempt to violate any provisions of these Covenants, it shall be lawful for any person, firm or corporation owning any of the Lots or having any interest therein, to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate the same, and either to prevent it or them from so doing or to recover damages or other dues for such violation. The party enforcing these Covenants shall be entitled to recover attorney's fees and expenses if he prevails. In addition to the rights and remedies hereinabove enumerated, and not as any limitation thereof, if the Association Board determines that any provision of these Covenants have been violated, the Association Board may, in its discretion, seek appropriate relief at law or equity to assure that the purposes of these Covenants are fulfilled, including but not limited to those remedies specified in the Association Declaration. Failure to enforce any of these Covenants shall not be deemed a waiver of the right to do so.

Section Thirty-Six. Severability. Invalidation of any of these Covenants shall in no way affect the validity or enforceability of the other Covenants, which will remain in full force and effect.

Section Thirty-Seven. Relocation of Streets and Revision of the Plat. The Developer reserves the right unto itself, its successors and assigns, to relocate, open, or close streets shown upon the recorded subdivision plat and also reserves the right to revise, re-subdivide, and change the size, shape, dimensions, and location of Lots, and these Covenants shall be applicable to resulting Lots; provided, however, that no such revision shall adversely affect the overall subdivision plan and that no revision shall adversely affect any Lot value, as shall be determined by the Federal Housing Administration, and no Lot sold prior to such revision shall be deprived of that portion of any street on which it bounds, nor shall it be deprived of access from the streets of the subdivision, and provided further, that no Lot shall have any area less than the smallest Lot shown on a recorded subdivision plat.

Section Thirty-Eight. Duration and Amendment. These Covenants shall bind all persons claiming any interest in the land and run with the land for a period of twenty (20) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Owners (multiple Owners of a single Lot shall have one (1) vote among them) of Lots has been recorded terminating these Covenants. Amendment shall be by a written instrument signed by a majority of the Owners (multiple Owners of a single Lot shall have one (1) vote

among them, and the Developer shall have one (1) vote for each Lot it owns) provided, however, that the proposed amendment shall first be approved by a majority of the Board of Directors of the Association. Upon proper execution, the instrument shall be filed in the Office of the Clerk of Court for Dorchester County, South Carolina. So long as the Developer has the right to amend these Covenants by casting a majority of said votes, no amendment shall be made without first obtaining the approval of the Veteran's Administration and the Federal Housing Administration. Such VA/FHA approval shall be established by appendage to the recorded instrument of an affidavit by the Developer stating that prior VA/FHA approval has been granted. Notwithstanding the above requirements, the Developer shall have the right to amend these restrictions to correct typographical or other technical errors without the consent of any other parties.

IN WITNESS WHEREOF, John Crosland Company has caused these presents to be executed by its duly authorized officers this 27th day of July, 1987.

VIOLATIONS PROCESS

SUBJECT: Policy for the corrections of violations of current **Brandymill** Covenants and Restrictions.

PURPOSE: To provide current home owners and the Architectural Review Committee clarification of procedures to be used in dealing with violations of **Brandymill** Covenants and Restrictions.

GENERAL: Vol. 498-412, and 591, Sections 7-23, of the Declaration of Covenants, Conditions, easements, and Restrictions Applicable to **Brandymill**, provide the Architectural Review Committee (Board) the sole authority for approval of construction, reconstruction, remodeling, alteration, or addition to any structural, building, fence, wall, driveway or improvement of **any nature**. Approval must be obtained prior to the implementation of said request.

VIOLATIONS: Despite allegations of violations of the current **Brandymill** Covenants and Restrictions, "Failure to enforce any of these covenants shall not be deemed a waiver of the right to do so", in accordance with Vol. 498-412, and 591, Section 35. In other words, any properties which exhibit an architectural violation that has not been granted a variance by the Architectural Review Committee⁰¹, is in violation of the current **Brandymill** Covenants and Restrictions and will be brought in compliance^{<21} as follows:

- a. If damage occurs resulting from acts of nature and/or material deterioration of existing out-buildings or fences, required replacement must comply with current ARC requirements.
- b. If any new architectural construction is applied for, all violations must first be brought into compliance before the ARC will issue a Certificate of Approval for the current request.
- c. If existing fences are requested to be moved, and it has not been previously approved, the homeowner will be required to correct the violation in conjunction with new construction by replacing it in total.

EFFECTIVE DATE: The effective date of this policy is January 1, 1996 as directed by the **Brandymill** Community

Association, Inc., Board of Directors.

(1) If the homeowner has been previously granted a Certificate of Approval for a variance to the **Brandy**mill Covenants and Restrictions by the Architectural Review Committee, and an original signed and stamped copy of the approval can be verified by the ARC files, the variance stands and conveys with the property.

(2) Cost to achieve compliance of current regulations is at owner's expense.

(3) Example: Chain link fences must be replaced with ornamental wood fencing in accordance with current regulations.