EXHIBIT "B"

RESTRICTIONS

THE STATE OF SOUTH CAROLINA COUNTY OF OCONEE

KNOW ALL MEN BY THESE PRESENTS:

That Lakeshore Land company, the legal and equitable owner of Mountain Bay Estates, as shown by the plat thereof duly recorded in the Plat Record of Oconee County, SC., does hereby acknowledge, declare and adopt the following restrictions for **Sections A, B, C, D, E and F.**

- 1. No building shall be erected or maintained on any lot in said Section other than a private residence and a private garage for the sole use of the owner or occupant.
- 2. No old, used, existing building or structure of any kind and no part of an old used, existing building or structure shall be moved onto, placed on or permitted to remain on any lot. All construction is to be of new material.
- 3. No mobile homes shall be placed on any lot.
- 4. Each residence shall have a minimum floor area of 650 square feet for off-shore lots and 1,000 square feet for lakefront lots, exclusive of porches, stoops, open or closed carports, patios or garages.
- 5. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.
- 6. No residential structure shall be located nearer to the front lot line than 40 feet, or nearer to the side street line than 10 feet, or nearer to the side lot line or rear lot line than 5 feet.
- 7. No animals or birds, other than household pets, shall be kept on any lot.
- 8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
- 9. No outbuilding or basement erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any trailer, or shack be placed on any lot, nor shall any residence of a temporary character be permitted.
- 10. Easements are reserved along and within 10 feet of the rear line and side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property line in case of fractional lots. A temporary easement of 40 feet across any lot in the subdivision is reserved for the construction for sewer mains with a 15 foot permanent easement for egress and ingress. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 5 foot wide strip as long as such lines do not hinder the construction of building on any lots in this subdivision.
- 11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising

- the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales periods.
- 12. No outside toilet or privy shall be erected or maintained in the subdivision. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Oconee County and the State of South Carolina.
- 13. A \$321.00 assessment per year shall be levied against each lot for the maintenance of the road system and recreational facilities. Such assessment shall be considered a lien against said lot. This assessment will be due and payable April 1st and each ensuing year thereafter.
- 14. If the owner of any lot in said subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.
- 15. Invalidation of any one or more of these covenants and restrictions by judgement of any court shall in no wise affect any of the other covenants, restrictions and provisions herein contained which shall remain in full force and effect.

ADDITIONAL RESTRICTIONS

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

KNOW ALL MEN BY THESE PRESENTS:

That whereas Foxwood Corporation, the legal and equitable owner of Foxwood Hills Subdivision, formerly known as Mountain Bay Estates, as shown on the plats listed below, duly recorded in the plat records of Oconee County, South Carolina, desires to impose a uniform development plan upon the lots listed below, Foxwood Corporation does hereby acknowledge, declare and adopt the following restrictions in addition to those recorded in Book 11-L, Page 153 for the following lots:

Section "A" as recorded in Plat Book 34, Page 109

8, 16, 17, 18, 21, 25, 34, 35, 40, 57, 86, 87, 92, 93, 121, 122, 125, 127, 132, 151, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 191, 192, 208, 211, 225, 226, 227, 228, 235.

Section "B" as recorded in Plat Book 34, Page 126

2, 8, 11, 27, 28, 30, 45, 46, 53, 65, 67, 68, 69, 73, 74, 75, 80, 83, 84, 88, 92, 95, 102, 105, 106, 107, 108, 113, 115, 120, 123, 125, 131, 132, 133, 134, 139, 141, 145, 146, 151, 152, 154, 155, 159, 169, 171, 178, 195, 196, 197, 198, 199, 200, 202, 207, 208, 210, 218, 219, 221, 225, 226.

Section "C" as recorded in Plat Book 36, Page 169

3, 7, 16, 18, 24, 28, 29, 39, 46, 48, 51, 52, 53, 64, 65, 68, 73, 78, 79, 81, 84.

Section "D" as recorded in Plat Book 34, Page 146

14-17, 26, 31-33, 35, 44, 58-60, 67, 68, 71, 73, 75, 76, 80, 82, 85, 86, 92-94, 96, 108-112, 115-119, 123, 125, 133, 152-154, 156, 160, 161, 165-168, 174, 177, 181, 182, 183, 185, 192, 193, 196, 203, 205, 209, 238, 248, 251, 252, 257, 263, 264, 267.

Section "F" as recorded in Plat Book 38, Page 14

5-9, 11-16, 36-46, 50-52, 59, 61-64, 68-74, 76, 78-81, 83-84, 87, 89, 90, 92-97, 107, 118, 121, 122, 123, 126, 129, 130, 132, 134, 137, 138, 139, 143, 160-180, 182-191, 193, 196, 197, 198, 201-209, 211, 212, 213, 216, 219-235.

A permanent easement is reserved along, over and within 10 feet of the front line of all lots listed above for the construction and perpetual maintenance of conduits, sewers, road drains and other public and quasi-public utilities and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines, with right of ingress to and egress from across said premises to employees of said utilities. Said easement to also extend along any owner's front property line in case of fractional lots.

A temporary easement of 40 feet along the front of any lot in the subdivision is reserved for the construction of sewer mains with a 15 foot permanent easement for egress and ingress.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots not within the 10 foot wide strip as long as such lines do not hinder the construction of building on any lots in this subdivision.

If the owner of any lot in said subdivision, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.