

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #: 2017007499

Receipt Number: 22102

Return To: BRIARWOOD CIVIC ASSOC

Recorded As: MISCELLANOUS

Recorded On: March 27, 2017

Recorded At: 10:04:40 AM

Received From: BRIARWOOD CIVIC ASSOC

Recorded By: CB

Parties:

Book/Page: RB 10721: 101 - 113

Direct- BRIARWOOD CIVIC ASSOCIATION

Total Pages: 13

Indirect- BRIARWOOD SUBDIVISION

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$18.00

Tax Charge: \$0.00



Margaret Bailey

Margaret Bailey - Register of Deeds

BRIARWOOD CIVIC ASSOCIATION

P. O. BOX 50205

SUMMERVILLE, SC 29485

COVENANTS AND RESTRICTIONS

The original Covenants and Restrictions for the Briarwood Subdivision as recorded by the Register of Deeds for Dorchester County, S.C. are located as follows: Section I, Book 250, Page 86 dated February 17, 1975; Section II, Book 285, Page 308 dated May 28, 1976; and Section III, Book 307, Page 16 dated March 23, 1977.

The original Covenants and Restrictions were modified to merge the Covenants and Restrictions of Section I, II, and III of the Briarwood Subdivision into one single document. This merger is recorded by the Register of Deeds for Dorchester County, S.C. in Book 5878 , Pages 109 through 117 dated February 27, 2007.

The purpose of this document is to modify the Covenants and Restrictions for the Briarwood Subdivision, Summerville, S.C. as recorded by the Register of Deeds for Dorchester County, S.C. and located in Book 5878, Pages 109 through 117, dated February 17, 2007. In addition, this modification to the Covenants and Restrictions has been approved by a majority vote of the lot owners of the Briarwood Subdivision.

TO ALL WHOM THESE PRESENTS SHALL CONCERN, Westvaco Development Corporation, hereinafter called developer, SENDETH GREETINGS:

WHEREAS, The Developer, Westvaco Development Corporation, is the owner of a development know as "BRIARWOOD" as shown on Plats thereof by C. Roger Jennings, R.L.S., Section 1: dated February, 1975 entitled "Plat of Section One of Briarwood, Dorchester County, S.C.". which Plat is recorded in the Office of Clerk of Court for Dorchester County in Plat Book 22, Page 12; Section 2, dated May, 1976 entitled "Plat of Section Two: of Briarwood, Dorchester County, S.C.", which Plat is recorded in the Office of Clerk of Court for Dorchester County in Plat Book 23, Page 18; and Section 3: dated March, 1977 entitled "Plat of Section Three of Briarwood, Dorchester County, S.C.". which Plat is recorded in the Office of Clerk of Court for Dorchester County in Plat Book 21, Page 37.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, That in consideration of the premises the Developer, for itself and its Successors and Assigns, agrees with all persons, firms or corporations, acquiring any of the property as shown on the Plat, herein above referred to collectively as "restrictions". Relating to the use and occupancy thereof, which said restrictive covenants are to be construed as covenants running with the Title to the lots, as shown on the Plat herein before referred to, and shall inure to the benefit of and be binding upon the Heirs, Successors and Assigns of the acquiring parties or person:

RESTRICTIONS

1. Description of Property Restricted. The property which is made subject to these restrictions are those numbered lots delineated on a Plat of Section One, Two, and Three of Briarwood by C. Roger Jennings, Registered South Carolina Surveyor, and recorded in the Office of the Clerk of Court for Dorchester County, S.C., in Plat Book 22, Page 12; Plat Book 23, Page 81; and Plat Book 21, Page 37. The lots and blocks made subject to these restrictions are all of those in the "Briarwood Subdivision". Specifically excluded from these Restrictions is the area shown on the Plat, herein above referred to, as Recreation Area. Only the lots, as described above, are made subject to these Restrictions set forth in this Declaration.
2. Residential Use of Property. All lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single-family dwelling, not more than two and one-half stories in height, and any accessory structures customarily incident to the residential use of such lots.
3. Setbacks and building Lines. No building shall be located on any lot nearer to the front lot line than twenty-five (25) feet, or nearer to the side lot line than five (5) feet. On corner lots, the front line shall be shorter of the two property lines along the intersecting streets. Setback provisions herein prescribed, may be altered by the Developer whenever, in its sole discretion, the topography or the configuration of any lot, in said subdivision, will so require the following additional provision, concerning setbacks shall apply:
 - a. Flexibility. The minimum setbacks are not intended to engender uniformity of setbacks. They are meant to avoid over-crowding. It is the Developer's intent that setbacks shall be staggered where appropriate so as to preserve important trees, and assure vistas of water and open areas. The Developer reserves the right to select the precise site and location of each house or other structures on each lot and to arrange the same in such manner and for such reason as Developer shall make such determination after considering Owner's site plan; and provided, further, in the event Developer fails to notify Owner of Developer's determination within thirty (30) days after receipt of Owner's site plan recommendation. Owner's site plan shall be binding on the developer.
 - b. Swimming Pools. Swimming pools shall not be nearer than six (6) feet to any lot line, (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade.
 - c. Walls and Fences. Boundary walls may be erected and hedges grown but not higher than three (3) feet from the street right-of-way to the minimum building setback line. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the minimum building setback line to the rear property line.
 - d. Minor Deviations. Any deviations from the building line requirements set forth herein, not in excess of 10% thereof, shall not be construed to be a violation of said building line requirements. Setback provisions herein prescribed may be altered by the Developer, wherever in its sole discretion, the topography or configuration of any lot said subdivision will so require.

e. Subdivision of Lots. No portion of any lot shall be sold or conveyed except in the case of a vacant lot the same may be divided in any manner between the owners of the lots abutting each side of same. Also, two contiguous lots, when owned by the same party, may be combined to form one single building lot. In either of the two instances cited above, the building line requirements as provided herein, shall apply to such lots as combined. Nothing herein shall be construed to allow any portion of any lot so sold or conveyed to be used as a separate building lot.

f. Corner Lots. The "Front Line" of any corner lot shall be the shortest of the two property lines along the two streets,

g. Porches, Eaves, and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements; porches, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure shall not be considered as part of the structure. The location of such structures shall be approved by the Developer, but no side yard shall be required for any detached garage or accessory outbuilding acceptable to the Developer (or the Architectural Review Committee, as provided by Paragraph 5 of these Covenants).

h. Exteriors. No dwelling shall be erected in the said subdivision having an exterior finish of asbestos shingles, concrete blocks or cinder blocks, unless said blocks are designed in a manner acceptable to the Developer. The same material utilized for the exterior and roof of the residence shall also be used for the garage or other structures erected on the premises.

4. Approval of Plans by Developer. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, path or improvement of any nature shall be constructed without obtaining the prior written approval of the Developer as to location, plans and specifications. As prerequisite to consideration for approval, and prior to beginning the contemplated work, two complete sets of building plans and specifications must be submitted to the Developer. The Developer shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic consideration. Upon giving approval, construction shall be started and prosecuted to completion, promptly, and in strict conformity with such plans. Developer shall be entitled to stop any construction in violation of these restrictions so long as Developer owns any lot with the development known as Briarwood and shown by the Plat, herein above referred to.

5. Architectural Review Committee. Developer divests itself of all lots within the confines of the Plats, above referred to. Such Committee shall consist of not more than seven persons, and shall exercise authority to approve all plans as described in Paragraph 4 above, and Paragraph 12. The Architectural Review Committee shall be elected in accordance with the provisions of the Briarwood Civic Association By-Laws.

6. Dwelling Building Cost and Area Requirements. No dwelling, the actual cost of which shall be less than the replacement value of the original dwelling shall be erected on any of said lots.

The living areas of the main structure, exclusive of the open porches, porte-cocheres, garages, carports and breezeways, shall not be less than 1200 square feet.

7. 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,

8. Obstruction to View at Intersections 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.

No receptacle of any construction or height for the receipt of mail, newspapers, or similar delivered materials, shall be erected or permitted to remain between the front street line and in the applicable minimum building setback line; provided, however, that the restrictions shall be unenforceable insofar as it may conflict with the regulations, now or hereafter adopted, of any governmental agency.

9. 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.

10. Animals/Livestock. No creatures other than domesticated animals shall be maintained on any lot. It shall be a violation of these covenants for any livestock, exotic animals, rodents, snakes, poultry, cockatoos, or any type of creature that would create a nuisance or danger to lot owners to be raised, bred or maintained on any lot. An exception to this requirement is made for those individuals who have a need for a certified ADA service animal.

a. Animal Identification. All dogs and cats must wear a collar to which a durable metal or plastic tag which has permanently stamped or printed the owners name, address and phone number.

b. Animal Vaccination. All dogs and cats shall display a current "Rabies Vaccination Tag" attached to the animals collar showing that they have been vaccinated by a licensed veterinarian for rabies.

c. Leash Requirement. Dogs shall not be allowed to run free. When walking a dog, the dog must be on a leash, and under the control of the owner at all times.

d. Removal of Animal Waste. When walking your dog, if the dog relieves itself on another person's property, you must remove the animal waste from the property.

e. Barking. Dogs shall not be allowed to bark, whine, or howl in an excessive, continuous or untimely fashion so as to interfere with the reasonable use and enjoyment of your neighbors.

f. Dorchester County Ordinance. Residents who own animals shall comply with the Dorchester County Ordinances pertaining to Animal Control.

11. Sign Boards. No sign boards shall be displayed except "For Sale", "For Rent", and "Yard of the Month" which shall not exceed 2 X 3 feet in size. No more than two signs shall be displayed on one lot at the same time.

Property owners may display a temporary “Garage Sale” sign on their property on the day of the sale. Garage sale signs must be removed immediately after the time for the sale has expired.

12. Aesthetics.

- a. Nature Growth. Nature growth and flora shall not be intentionally destroyed or removed, except with Briarwood Civic Association prior written approval. If the property owner fails to obtain written approval, the Briarwood Civic Association may require the property owner, at his cost, to replace the same.
- b. Screening. Garbage cans, coolers, barbecue grills, equipment, woodpiles or storage piles shall be placed within an enclosed area or in the rear of the residence so as to conceal them from view from the street.
- c. Utility Services. All residential utility services and lines to residences shall be underground. All fuel tanks must be buried or walled from view, as aforesaid.
- d. Approval of Plans. Plans for any screen, wall, and enclosures must be approved by the Architectural Review Committee of the Briarwood Civic Association.

13. Antenna or Television Satellite Dishes.

- a. Antenna. No radio or television transmitting or receiving tower of any kind shall be erected, used, or maintained on any property within the Briarwood Subdivision which may be visible from the street
- b. Television Satellite Dishes. No satellite dish larger than 24” in diameter shall be erected on any property within the Briarwood Subdivision which may be visible from the street. Residents are urged to place the dish on the property in a location where they are the least visible from the street.

14. Miscellaneous. Nothing contained herein shall be construed as granting to a purchaser of any lot, as shown on said Plat, any right, title, or interest of the Developer in those areas designed as “Recreation Area” or undesignated areas, for any purpose.

15. Trailers, Trucks, School Buses, Boats and Boat Trailers. No cargo trailer, house trailer, mobile home, or habitable motor vehicle of any kind, school buses, trucks (other than “Pick-Up”), boat and boat trailers, or commercial vehicles shall be kept, stored, or parked overnight, either on any street or any lot, except within enclosed garages, enclosed carports, or to the rear of the dwelling. Commercial mobile storage such as “PODS”. “UNITS”, or similar units utilized for moving purposes may be kept on the property for a period of no more than seven days. The seven day limit also applies to construction dumpster bins.

16. Large Commercial Vehicles. The parking of large commercial vehicles upon any lot, land, street, right of way, or shoulder thereof, for a period of time exceeding one (1) hour, except in emergency situations or for such length of time as may be necessary for the pickup, loading, unloading or delivery of materials is prohibited. An exception to the one (1) hour limit is authorized for moving vans used to move people in or out of the subdivision.

For the purpose of this restriction, a large commercial vehicle is defined as any vehicle which is used in the furtherance of a commercial enterprise, whose Tare Weight exceeds 5 tons (10,000 lbs), having more than two axles, and greater than 9' in height. Construction equipment and farming equipment of any type are included in this definition.

This prohibition shall be enforced by complaint by the Briarwood Civic Association, or by complaint of at least three residents living within 1,000 feet of the alleged prohibited conduct, to the County Administrator or his designated representative.

The intent of this provision is to limit the size and weight of commercial vehicles within the Briarwood Subdivision and:

- a. To eliminate the visual blight created by large commercial vehicles being indiscriminately parked in residential areas for long periods of time;
- b. To minimize physical damage to publicly maintained right of ways;
- c. To protect property values and character of property within residential boundaries of the Briarwood Subdivision
- d. To reduce traffic congestion; and
- e. To protect children from traffic injuries.

Residents shall comply with Dorchester County Ordinance pertaining to the parking of Large Commercial Vehicles in a residential area.

17. Prohibition of Commercial Use or Nuisance. No trade, business, or organization (profit or non-profit) 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, organization, or profession, nor any building or structure designed or intended for any purpose connected with any trade, business, organization, or profession, shall be permitted upon any of the land shown upon the said Plat. No nuisance shall be permitted or maintained upon the land, shown upon the said Plat.

Minor agricultural pursuits incidental to residential use of the lot shown upon said Plat, shall be permitted, provided that such pursuant does not include the raising of crops intended for marketing or sale to others.

18. Unsightly Materials (Unkempt Property). If any property owner fails to maintain or permits to be maintained on the front, back or side yard of their premises or property, any condition which constitutes a nuisance, health, or safety hazard. It shall be a violation of these covenants for any of the following conditions to exist within the Briarwood Subdivision. Including, but not limited to:

- (i) The accumulation of dead trees, tree limbs, uncut grass, overgrown shrubbery, tall weeds, undergrowth, accumulation of leaves, or any other unsightly growth in the front, back or side yard of their premises or property is hereby prohibited.
- (ii) Any trash, garbage, rubbish, debris, or any other unsanitary material. The accumulation of such materials on the front, back or side yard of their premises or property to the extent and in such manner as to create an untidy, or unsafe

condition is hereby prohibited.

a. Duty of Notification Concerning Nuisance. Whenever in the opinion of the Briarwood Civic Association (hereinafter referred to as the BCA) Board of Directors a condition shall exist which constitutes a violation of these covenants, the BCA Board of Directors shall notify in writing the property owner responsible for the violation. Such notice shall contain a description of the violation and shall give the property owner a reasonable length of time, not less than thirty (30) days, to abate it.

b. Failure to Abate the Situation. Should the property owner fail within the time given to abate any condition as set forth above, such failure to act by the property owner shall constitute a violation of these covenants. When this occurs, the BCA Board of Directors may impose a fine against the property owner.

Should the property owner fail to pay the fine to the BCA within thirty (30) days from date of submission of a billing statement, the BCA Board of Directors may file a lien for the amount owed against the property owner and the property in question.

c. Property Owner of Vacant Property. Should the property owner of vacant property fail within the time given to abate any condition as set forth above, such failure to act by the property owner shall constitute a violation of these covenants. When this occurs, the BCA Board of Directors may have the property in question cleaned and placed it in a safe and presentable condition by a private contractor, at a reasonable cost therefor, with such cost to be collected from the property owner. Entry onto the vacant property by representatives of the BCA and/or the private contractor performing service at the direction of the BCA shall not constitute trespass.

Should the property owner fail to reimburse the BCA within thirty (30) days from date of submission of a billing statement, for the cost of the private contractor for correcting the problems cited by the BCA Board of Directors, the Board of Directors may file a lien for the amount owed against the property owner and the property in question.

d. Payment of Penalty. Should the property owner fail to pay the penalty imposed by the Board of Directors, the Board of Directors is authorized to pursue payment of the fine through the court system of Dorchester County, South Carolina.

e. Lien and Court Costs. When a lien is filed or the court system is used, the property owner shall be liable for the cost of lien processing fees, plus reimbursement to the BCA for all attorney fees, court filing fees, service of legal process fees, subpoena costs, certified mail costs, postage costs, photo copying expenses, deposition expenses (including costs for transcription and court reporter's fee for attendance), overnight courier service fees, and all other cost directly associated with the case.

f. Dorchester County Ordinance. Property owners shall comply with Dorchester County Ordinances pertaining to Unsightly Materials (Unkempt Property).

19. Abandoned Vehicles (Unlicensed, Dismantled, Wrecked, or Inoperable Vehicles). No property owner shall permit any Abandoned Vehicles (Unlicensed, Dismantled, Wrecked, or Inoperable Vehicles) to be maintained on their premises.

a. Violation. It shall be a violation of these covenants for any property owner to abandon any motor vehicle on any street or upon any privately owned property within the boundaries of the Briarwood Subdivision which is exposed to public view. No property owner shall permit any abandoned or unsafe vehicle to remain thereupon.

b. Abandoned Definition. For the purposes of this section, a vehicle shall be determined to have been abandoned if the vehicle fails to display a current license plate within 90 days after its expiration date or which is partially dismantled or wrecked or incapable of self-propulsion or of being moved in the manner for which it was originally intended and remains in such condition for a period of 60 days or more.

c. Duty of notification concerning nuisance. Whenever in the opinion of the Briarwood Civic Association (hereinafter referred to as the BCA) Board of Directors a condition shall exist which constitutes a violation of these covenants, the BCA Board of Directors shall notify in writing the property owner responsible for the violation. Such notice shall contain a description of the violation and shall give the property owner a reasonable length of time, not less than thirty days, to abate it.

d. Consequence of failure to abate. Should the property owner fail within the time given to abate any condition as set forth above, the BCA Board of Directors shall provide the name and address of the property owner to the Dorchester County Code Enforcement Division, and the Dorchester County Treasurers Office.

e. Dorchester County Ordinance. Property owners shall comply with Dorchester County Ordinances pertaining to Abandoned Vehicles (Unlicensed, Dismantled, Wrecked, or Inoperable Vehicles)

20. House Numbers. All residences within the Briarwood Subdivision shall display a number on the premises. The street address numerals shall be conspicuously placed immediately above, on, or at the side of the primary entrance of each building so that the number can be seen plainly from the street line. Residential numbers shall not be less than 3" in height. These numbers shall be in contrasting color from the building.

a. Curb Markings. Residents may in addition, if they desire, display the address number on the curb in front of the premises. The application of a curb number does not alter the requirement that a number must be affixed on the building as outlined above.

b. Dorchester County Ordinance. Property owners shall comply with Dorchester County Ordinances pertaining to house numbering.

21. Changing Elevations. No lot owner shall excavate earth for any business purpose. No elevation changes shall be permitted which materially affect surface grade or surrounding lots.

22. Wells. No individual water system shall be permitted except for irrigation, swimming pools, or other non-domestic use.

23. Easements. An easement on each lot is hereby reserved by the Developer for itself and its Successors and Assigns along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back lot line of each lot, and along, over, under and upon a strip of land three (3) feet in width, parallel and contiguous with each side lot line, in addition to such other easements as may appear on the said Plat, herein after referred to. 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 individual subdivision lots. Within these easements no structure, planting or other materials 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 or 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 of the lot, 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 covenant, herein reserved, along any lot lines 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 restrictions, 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; provided however, local services from utilities within easement areas to residences constructed upon any such lots may be established without first obtaining separate consent therefore from the Developer.

24. Drainage Ditches and Street Catch Basins. Residents shall not dump yard debris in drainage ditches or blow yard debris into street catch basins. If drainage ditched become clogged as a result of storm damage, residents should report the problem to the Dorchester County Roads and Drainage Department.

25. Sidewalks. Property owners shall ensure that the sidewalk in front of their property is free from any type of obstruction and does not create a safety hazard to pedestrian traffic. Tree limbs that hang over the sidewalk shall be trimmed to allow for a minimum of six (6) foot height clearance. Shrubbery shall be trimmed so as not to extend over the sidewalk. Leaves, pine needles, or any other type of debris shall not be allowed to accumulate on the sidewalk and present a slipping safety hazard to pedestrian traffic. No automobile, trailer, boat, or boat trailer shall obstruct the sidewalk from pedestrian traffic.

26. Street Lights. Street lights are intended to provide a measure of safety and security for all residents. Trees or shrubs around the lights shall not be allowed to grow to such an extent that the tree or shrub is blocking the light, and the street light no longer provides full illumination as intended. Property owners shall keep trees or shrubs trimmed so as to ensure that the street light provides full illumination.

a. Non Working Street Lights. If a street light is not working, the property owner of where the street light is located should call toll free the South Carolina Electric and Gas Company (SCE&G) at (800) 251-7234 to report the outage. The property owner should provide their address, and the pole number from the tag attached on the light pole.

27. Briarwood Civic Association.

a. Approval of Documents. The Briarwood Civic Association was appointed the official successor of the Westvaco Developer in 1981, therefore the Briarwood Civic Association has full responsibility to cite, and enforce the above mentioned restrictions. Any plans for improvement or change to any lot in the Briarwood Subdivision shall be submitted to the Briarwood Civic Association for approval.

b. Membership in the Briarwood Civic Association. All property owners within the Briarwood Subdivision are members of the Briarwood Civic Association. All lot owners shall pay membership dues to the Briarwood Civic Association. Dues shall be in the amount set by a vote of its membership in accordance with the By-Laws of the Briarwood Civic Association.

28. Applicability. The foregoing restrictions, conditions and covenants are not applicable to any lands owned by the Developer in Dorchester County, S. C. or elsewhere, other than the lists shown on the Plat, herein above referred to.

29. Violation of Covenants and Restrictions. Property owners who are in violation of these covenants shall be notified in writing by the Briarwood Civic Association.

a. Duty of Notification. Whenever in the opinion of the Briarwood Civic Association (hereinafter referred to as the BCA) Board of Directors a condition shall exist which constitutes a violation of these covenants, the BCA Board of Directors shall notify in writing the property owner responsible for the violation. Such notice shall contain a description of the violation and shall give the property owner a reasonable length of time, not less than thirty days, to abate it.

b. Consequence of failure to abate. Should the property owner fail within the time given to abate any condition as set forth in these covenants and restrictions, such failure to act by the property owner shall constitute a violation of these covenants. When this occurs, the BCA Board of Directors may impose a fine against the property owner.

c. Payment of Fine. Should the property owner fail to pay the fine imposed by the Board of Directors, the Board of Directors may file a lien for the amount of the penalty against the property owner and the property in question. In addition, if necessary, the BCA Board of Directors is authorized to pursue payment of the penalty through the court system of Dorchester County, South Carolina.

d. Lien and Court Costs. When a lien is filed or the court system is used, the property owner shall be liable for the amount of lien and lien processing fees, plus reimbursement to the BCA for all attorney fees, court filing fees, service of legal process fees, subpoena costs, certified mail costs, postage costs, photo copying expenses, deposition expenses (including costs for transcription and court reporter's fee for attendance), overnight courier service fees, and all other cost directly associated with the case.

e. Fines Imposed for Violation of these Covenants. All property owners within the Briarwood Subdivision are subject to fines for violation of these Covenants, and shall pay such fines to the Briarwood Civic Association. Fines shall be in the amount set by the Board of Directors of the Briarwood Civic Association.

30. Modification. The Briarwood Civic Association (hereinafter referred to as the BCA) expressly reserves the right to modify, amend, alter, cancel or change these Covenants with approval of those persons owning a majority of the lots in the Briarwood Subdivision.

a. Grandfather Provisions. Neither the original Covenants and Restrictions, or any previous modifications to these Covenants and Restrictions, nor this modified version contain any grandfather provision.

State of South Carolina)	
County of Dorchester)	Adoption of
)	Changes to the
BRIARWOOD CIVIC ASSOCIATION)	Covenants and
P. O. Box 50205)	Restrictions
Summerville, SC 29485-0205)	

Whereas the Briarwood Civic Association, is a South Carolina non-profit organization of good standing, organized pursuant to the laws of the State of South Carolina, and;

The Briarwood Civic Association has been charged by the developer, WESTVACO, with the responsibility for enforcement of the Covenants and Restrictions for the Briarwood Subdivision, and;

The Briarwood Civic Association created a Covenants Review Committee to review and prepare recommended changes to the Covenants and Restrictions of the Briarwood Subdivision, and;

The Covenants Review Committee has recommended that certain changes be made to the current Covenants and Restrictions, and:

The Covenants Review Committee prepared recommended changes to the existing Covenants and Restrictions and distributed those recommended changes to all homeowners of the Briarwood Subdivision; and

The Covenants Review Committee informed all homeowners of the Briarwood Subdivision who are in agreement with the recommended changes of the Covenants and Restrictions they may submit an authorization form consenting to their approval; and

An Audit Committee consisting of homeowners of property located in the Briarwood Subdivision was created to audited authorization forms submitted to the Covenants Review Committee by homeowners of the Briarwood Subdivision; and

The Audit Committee has certified that the number of authorization forms received by the Covenants Review Committee represent a majority of the homeowners of the Briarwood Subdivision; and;

The Audit Committee further certified that a majority of homeowners of the Briarwood Subdivision have consented to the recommended changes to the Covenants and Restrictions as recommended by the Covenants Review Committee; and

The Audit Committee certified that the petition for change of the Covenants and Restrictions as recommended by the Covenants Review Committee is passed and adopted.

Now Therefore, this is to certify I, Chris Thomas, President of the Briarwood Civic Association, that in response to the petition approval by a majority of homeowners of the Briarwood Subdivision, do hereby certify that effective April 1, 2017, the attached Covenants and Restrictions shall apply to all homeowners of the Briarwood Subdivision, and shall replace all previous versions of the Covenants and Restrictions for the Briarwood Subdivision.

FILED/RECORDED
March 27, 2017
DORCHESTER COUNTY
REGISTER OF DEEDS

Thomas R. Beauchemin
Witness

BRIARWOOD CIVIC ASSOCIATION
P. O. Box 50205
Summerville, SC 29485

Mary Q. Bland
Witness

BY: [Signature]
Chris Thomas

IT'S: President

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

AFFIDAVIT

PERSONALLY appeared before me the undersigned witness who, certifies under oath that he/she is not a party to or beneficiary of the transaction, and signed the record as a subscribing witness, and witnessed the principal Briarwood Civic Association, Chris Thomas it's President sign the record, and that he/she with the other above-subscribed witness witnessed the execution thereof.

Thomas R. Beauchemin
Witness

SWORN to me this:

21st day of March, 2017.

Billy D. Bland
BILLY D. BLAND
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: December 15, 2019

