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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth
by THE HOUSE COMPANY, INC., a South Carolina corporation,
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property
in the City of Columbia, Richland County, South Carolina, which
is more particularly described as:

ALL those certain pieces, parcels or lots of
land, situate, lying and being in the City of
Columbia, County of Richland, State of South
Carolina, and being shown as Lot 1, Lot 2, Lot
3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8 and Lot 9
on a plat prepared for The House Company, Inc.
(Rainbow Row Subdivision) by B.P. Barber & As-
sociates, Inc., dated March 16, 1981, and re-
corded in the RMC Office for Richland County in
Plat Book 2 at Page 140; said property
having such courses, metes, measurements and
boundaries as shown on the aforesaid plat, which
plat is incorporated herein by reference.

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NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to RAINBOW BOW OWNERS ASSOCIATION, a South Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment

of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, containing 0.531 acre, and being more fully shown as Lot 9 (Common Area) as shown on a plat prepared for The House Company, Inc. (Rainbow Row Subdivision) by B.P. Barber & Associates, Inc., dated March 16, 1981, and recorded in the RMC Office for Richland County in Plat Book 2 at Page 1690; said property having such courses, metes, measurements, and boundaries as shown on the aforesaid plat, which plat is incorporated herein by reference.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any subdivision map of the Properties, together with the improvements thereon, and being within the boundaries of the Properties, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to THE HOUSE COMPANY, INC., a South Carolina corporation, its successors and assigns.

Section 7. "Articles" shall mean the Articles of Incorporation of the Association as said Articles are amended from time to time.

Section 8. "Board" shall mean the Board of Directors of the Association.

Section 9. "By-Laws" shall mean the By-Laws of the Association as such By-Laws may be amended from time to time.

Section 10. "Association Rules" shall mean those rules and regulations adopted by the Association which govern the use of the Common Area.

Section 11. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the RMC Office for Richland County, South Carolina.

Section 12. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and in Article III of the By-Laws.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the use of any facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the facilities by an Owner for

any period during which any assessment against such Owner's Lot remains unpaid; and for a period not to exceed 60 days for any infraction of the published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area, including the right to grant any easement, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by a majority of the members, agreeing to such dedication or transfer, has been recorded;

(d) the right of the Association, with the assent of a majority of the members, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; provided, however, that the rights of any such mortgagee shall be subordinate to the rights of the Owners;

(e) the right of the Association to adopt Rules regulating the use and enjoyment of the Common Area.

(f) the right of the Declarant, so long as it owns lots, to place promotional signs and literature in the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of

the Common Area and facilities to his employees, his tenants, his guests, or contract purchasers.

Section 3. Parking. Ownership of each Lot shall entitle the Owner to the non-exclusive use of six (6) automobile parking spaces located within the Common Area, together with the right of ingress and egress in and upon said parking area. The parking of trailers, buses, boats, motor homes, campers or other such vehicles within the Common Area is prohibited; provided, however, this restriction shall not apply to Declarant in connection with the construction of improvements within the properties. Any violation of the parking rights granted herein shall be subject to the Association Rules adopted by the Association.

ARTICLE III

THE ASSOCIATION

Section 1. The Association is an eleemosynary South Carolina corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the By-Laws, and the Declaration. The Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association, in accordance with the Articles, and By-Laws, as the same may be amended and supplemented from time to time.

Section 2. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. The Association shall have one class of voting membership. Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determines, but in no event shall more than one vote be cast with respect to any such Lot. In the event that joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall forfeit their right to vote on the matter in question.

Section 4. By a majority vote of the Board, the Association may, from time to time, adopt, amend, and repeal such rules and regulations as it deems reasonable. These rules and regulations shall be referred to as the Association Rules. The Association Rules shall govern the use of any Common Area by any Owner, by the employees of any Owner, or by any guest, invitee, tenant, or licensee of an Owner; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with the Declaration, the Articles, or By-Laws. A copy

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of the Association Rules as they may, from time to time, be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. In the event of any conflict between any such Association Rules and any other provisions of the Declaration, or the Articles or By-Laws, the provisions of such Association Rules shall be deemed to be superseded by the provisions of the Declaration, the Articles or the By-Laws to the extent of such inconsistency.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Declarant shall pay all annual or special assessments levied against each Lot until the Lot Owner accepts the deed thereto at which time the Owner shall assume liability for amounts levied and due in the future. The annual and special assessments, together with interest, costs, and reasonable attorney's

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fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, well being, and welfare of the owners of the Properties and in particular for the following:

- (a) subject to the provisions in Article VI herein, the maintenance and repair of the exterior of the office buildings, trees, shrubs, lawn and walks located on the Lots;
- (b) the acquisition, improvement and maintenance of the Common Areas, including but not limited to, the cost of repairs, replacements and additions, and the cost of labor, equipment, materials, management and supervision;
- (c) the payment of taxes assessed against the Common Area;
- (d) the procurement and maintenance of insurance in accordance with the By-Laws;
- (e) the employment of attorneys to represent the Association when necessary;
- (f) such other needs as may arise.

Section 3. Maximum Annual Assessment. From January 1, 1982, through the end of the calendar year, the maximum annual assessment shall be One Thousand Four Hundred Forty and No/100 (\$1,440.00) Dollars per Lot.

(a) The maximum annual assessment for the calendar year immediately following the year in which assessments commence and for each calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed Ten (10%) per cent of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the year in which assessments commence and for each calendar year thereafter may be increased without limit by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the

cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or for the purpose of defraying the cost of maintenance of the exterior of any office building or office buildings located on the Property, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty per cent (50%) of all the votes the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as provided in Article VI, Section 3, all annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis, or any other basis approved by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments:
Due Dates: The annual assessments provided for herein shall commence as to any particular lot as determined by the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and the number of days remaining in the month of completion. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment and notify every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8%) per cent per annum or the highest rate then permitted by law, not to exceed eighteen (18%) per cent, whichever is greater. The Association may bring an action at law against the Owner

personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The liens provided for herein shall be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien or lien provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any mortgage, mortgages, deed of trust or deeds of trust.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, sign, other advertising device, or other structure shall be commenced, erected or maintained

upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, paint color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. In addition to maintenance of the Common Area, the Association shall provide for the minor exterior maintenance of all office buildings located upon each Lot which is subject to assessment hereunder. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

Section 2. The Association shall be responsible for all minor exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, lawns, walks, and all other exterior improvements. For the purposes of this Article, "minor exterior maintenance" shall be defined as any single item of repair or replacement the cost of which does not exceed One Hundred and No/100 (\$100.00) Dollars. Each Owner shall be responsible for all major exterior maintenance upon his Lot. For the purposes of this Article, "major exterior maintenance" shall be defined as any single item of repair or replacement the cost of which exceeds One Hundred and No/100 (\$100.00) Dollars. In the event of a dispute between the Association and an Owner as to whether any item of repair or maintenance is minor exterior maintenance or major exterior maintenance, the determination of the Board of Directors shall be binding upon the Owner and shall constitute a final determination of the matter.

Section 3. In the event that the Board recommends to an Owner that his Lot or improvements thereon needs major exterior maintenance, repair or replacement and the maintenance, repair or replacement is not performed by the Owner according to the recommendations of the Board, the Association shall have the right, but not the obligation, to do such work as it deems necessary to comply with its recommendations, and the cost of such maintenance, repair or replacement shall be added to and become the part of the assessment to which such Lot is subject.

ARTICLE VII
USE RESTRICTIONS

Section 1. Land Use and Building Type. No lot shall be used except for such use as may be permitted under the City of Columbia's Zoning Classification C-1, as promulgated and in effect on January 1, 1982, a copy of which is attached hereto as Exhibit "A". No building shall be erected, altered, placed, or permitted to remain on any Lot other than one office building not to exceed two stories in height.

Section 2. Dwelling Specifications. No building shall be permitted having a heated ground area of less than twelve hundred (1200) square feet, nor more than fifteen hundred (1500) square feet.

Section 3. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance.

Section 4. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any building.

Section 5. No outside radio or television antenna shall be erected on any Lot or building within the Property unless and until permission for the same has been granted by the Board of Directors of the Association.

Section 6. No trailer, tent, shack, or temporary structure shall be erected, kept, had, or allowed at any time on any Lot, except as may be required by Declarant in connection with the construction of improvements with the properties.

All rubbish, garbage, and trash shall be kept in closed cans or other suitable containers. The Lot, Property, and premises shall be kept clean at all times.

ARTICLE VIII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and easements for the use of boardwalks and walkways are recited as follows:

Within an area six (6') feet in width running along the entire front of each Lot, within an area twelve and one-half (12 1/2') feet in width running along the entire rear of each Lot and within an area five (5') feet in width running along each side property line of each Lot.

Within these easement areas no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may interfere with the use of the boardwalks and walkways.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions

of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless this Declaration is amended by a vote of no less than seventy-five (75%) per cent of the Lot Owners. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) per cent of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

Section 4. Annexation. Additional property and Common Area may be annexed to the Properties with the consent of a majority of the members.

Section 5. Right of First Refusal. Before any Owner shall sell his Lot, he shall submit a copy of the proposed contract of sale to Declarant, together with such information concerning the purchaser as the Declarant may reasonably require. The Declarant shall have a continuing first right of refusal to purchase any Lot in the event an Owner decides to sell his Lot at the same price and at the same terms as purchaser is willing to accept from a third party. The Declarant shall have seven (7) days after receipt of each offer or contract of sale within which to purchase a Lot on the same terms and conditions. In the event the Declarant remains silent, the silence shall constitute approval at the expiration of the seven (7) day period aforesaid or the Declarant may consent to a particular transfer waiving its first right of refusal by so stating in writing. In the event the Declarant remains silent or grants consent to such transfer and waives its first right of refusal and the closing and sale of the Lot does not take place, any future sale or offer of the Lot shall require resubmission of any new offer or contract of sale to the Declarant. The Declarant is exempt from the provisions of this paragraph and is free to sell any Lot without the consent required herein on any terms and to any person as it determines. The right of first refusal shall not apply to any transfers made by the Declarant, or to transfers made solely for the performance of any obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a mortgagee in lieu of

foreclosure, the transfer of one joint tenant's or other co-tenant's interest to another joint tenant or co-tenant, by operation of law, or transfers made by will or intestate succession.

In the event Declarant is no longer in existence, the Association may exercise such right of first refusal according to the terms and conditions set forth in paragraph one of this section. In addition, Declarant may assign its rights under paragraph one of this section to the Association.

IN WITNESS WHEREOF, the undersigned, THE HOUSE COMPANY, INC., has caused this instrument to be executed this 15th day of January, 1982.

WITNESSES:

Barkley D. [Signature]
Maxwell F. [Signature]

THE HOUSE COMPANY, INC.

By: *John C. Judy, Jr.*
John C. Judy, Jr., President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me KATHLEEN D. TRICE
and made oath that s/he saw the within named THE HOUSE COMPANY,
INC., by John C. Judy, Jr., its President, sign, seal, and, as
its act and deed, deliver the within written Declaration of
Covenants, Conditions and Restrictions; and that s/he with
Manuel F. Boyle witnessed the execution thereof.

SHOWN TO BEFORE ME THIS

15th day of January, 1982.

Manuel F. Boyle (LS)
Notary Public for S. C.
Commission Expires: 3-3-17

Kathleen D. Trice

nowever, that no individual side yard shall be less than three (3) feet in width.

b. Rear: Ten feet for permitted principal structures. Permitted accessory structures may be located in rear yards, provided however, that no such structure shall be located closer than five (5) feet to the rear property line.

(i) Maximum Lot Coverage By All Buildings.

- (1) High rise apartments, as provided in section 6-3083; and
- (2) All other permitted and permissible buildings and their accessory buildings shall not exceed a total of 40 percent lot coverage, except as required to meet other regulations herein.

(j) Maximum Height of Structures.

- (1) High rise apartments, as provided in section 6-3083;
- (2) All other buildings: Forty feet, provided that buildings may exceed this height if there is an increase of one (1) foot in side, front, and rear yards over the minimum side, front, and rear yard requirements for each additional three (3) feet of height; and
- (3) Section 6-3049 exempts certain structures or portions thereof from height restrictions.

(k) Minimum Off-street Parking and Loading Requirements.

Off-street parking and loading requirements as set forth in article G must be met.

(l) Signs.

Signs are permitted in the RG-1, RG-2, and RG-3 districts only in accordance with the provisions of article H "Regulation of Signs."

Section 6-3065 C-1 office and institutional.

(a) Intent.

This district is intended to accommodate office, institutional, and certain types of residential uses in areas whose characteristic is neither general commercial nor exclusively residential in nature. Certain related structures and uses required to serve the needs of the areas are permitted outright or are permissible as special exceptions subject to restrictions and requirements intended to best fulfill the intent of this chapter.

Notes:



(b) Permitted Principal Uses and Structures.

- (1) Offices;
- (2) Photography studios, art studios, art galleries, art sales, interior design studios, craft studios, craft sales, antique shops, establishments for the teaching of music, dancing or other performing arts;
- (3) Ethical pharmacies, medical and dental laboratories, establishments for the fitting and sale of prosthetic devices;
- (4) Hospitals, medical and health related clinics;
- (5) Nursing homes, rest homes, convalescent homes, homes for orphans, homes for the aged;
- (6) Auditoriums, libraries, museums, legitimate theaters;
- (7) Funeral homes;
- (8) Elementary schools, high schools, business and vocational schools not involving operations of an industrial or retail nature;
- (9) Colleges and universities;
- (10) Churches and other places of worship, including educational buildings related thereto;
- (11) Single-family detached dwellings and two-family detached dwellings located on individual lots or in group housing developments, subject to the provisions of section 6-3084;
- (12) Multiple family dwellings containing not more than four (4) dwelling units on the first floor level and not more than eight (8) dwelling units throughout, provided that no more than one (1) such principal building shall be located on any individual lot;
- (13) Multiple family dwellings located in group housing developments, subject to the provisions of section 6-3084;
- (14) High rise apartments, subject to provisions of section 6-3083;
- (15) Commercial parking garages and parking lots;
- (16) Parks, playgrounds, playfields; and
- (17) Community service structures and uses such as community service centers, libraries, fire stations, civic, cultural, or recreational uses.

(c) Permitted Accessory Uses and Structures.

- (1) Noncommercial greenhouses and plant nurseries, private garages, garden sheds, tool houses, private swimming pools and the like;
- (2) Home occupations subject to the provisions of section 6-3086; and
- (3) Uses and structures which:
 - a. Are customarily accessory and clearly incidental and subordinate to permitted principal uses and structures;
 - b. Are located on the same lot as the permitted principal use or structure,

to be used for...

or on a contiguous lot in the same ownership;

c. Are in keeping with the character of the district; and

d. Are not of a nature prohibited under "prohibited uses and structures."

(d) *Permitted Special Exceptions.*

After public notice and hearing, and subject to appropriate conditions and safeguards, the board of adjustment may permit, as special exceptions:

(1) High rise structures containing both residential uses and nonresidential uses listed as permitted principal uses for this district, subject to the provisions of section 6-3083; and

(2) Accessory uses to permitted principal uses and structures, barber shops, beauty shops, restaurants, drug stores, newsstands and similar uses not enumerated as permitted principal uses, designed primarily to serve the convenience of persons living or working in the building in which such accessory uses are located. No accessory use shall be permitted unless the board finds that:

a. It is reasonably necessary to serve the needs of the persons involved;

b. It is accessory and clearly incidental to the permitted principal use; and

c. It will not adversely affect neighboring uses or the district as a whole.

(3) Buildings between 40 and 75 feet in height which do not meet the requirements of subsection (j) below, provided that those buildings meet all other requirements for buildings in the district;

(4) Day nurseries and kindergartens, subject to the provisions of section 6-3087.

(5) Rooming and boarding houses;

(6) Utility substations, provided that the board of adjustment shall impose appropriate conditions and safeguards regarding siting or characteristics of use potentially incompatible with nearby uses;

(7) Cemeteries;

(8) Private clubs and lodges, fraternities, sororities, denominational student centers;

(9) Noncommercial structures and uses to serve governmental, educational, religious and recreational needs, subject to conditions imposed by the board of adjustment intended to preserve and protect the character of the zoning district in which it is located; and

(10) Beauty shops and barber shops as principal uses.

(11) Jewelry stores, clothing stores, shoe stores, office supply establishments, gift and card shops, and banks, provided such uses involve not over 3,000 sq. ft. of gross floor area, do not have drive-in facilities, and are compatible with the zoning district and immediate surrounding area. (Ord. of 11/6/74, Sec. 6-4.4, as amended by Ord. No. 76-40, 2/16/77 and Ord. No. 78-10, 5/17/78)

*Later established permitted in high rise
with C-1*

Assessment Note: Item number (10) was added by Ord. No. 76-40. Item number (11) was added by Ord. No. 78-10.

(e) Prohibited Uses and Structures.

(1) Trade or service other than as provided under "permitted principal uses and structures," or "permitted accessory uses and structures," or as permitted in connection with "special exceptions";

(2) Manufacturing;

(3) Storage in connection with trade, service or manufacturing activities outside the district;

(4) Automobile service stations, repair garages, grocery stores, variety stores; and restaurants as principal uses;

(5) Storage of building materials except in connection with active construction activities on the premises;

(6) Storage or use of mobile homes; and

(7) Massage parlors.

(f) Minimum Lot Area.

(1) High rise apartments: One (1) acre;

(2) All other residential uses:

a. 5,000 square feet for the first dwelling unit; and

b. 2,500 square feet for each additional dwelling unit.

(3) Uses and structures permissible as special exceptions: As required under "permitted special exceptions" for this district; and

(4) All other structures and uses, and uses permissible as special exceptions for which no minimum lot area is required: Minimum lot area shall be 6,000 square feet.

(g) Minimum Lot Width.

(1) High rise apartments, 150 feet; and

(2) All other uses and structures, no minimum except as needed to meet other requirements herein.

(h) Minimum Yard Requirements.

Minimum yard requirements for all structures and uses except high rise apartments shall be as follows: Minimum yard requirements for high rise apartments shall be as set forth in section 6-3083.

(1) Front:

a. If frontage of lot is 100 feet or more, the required front yard shall be 25 feet;

b. If frontage of lot is less than 100 feet the required front yard shall be 25 feet, unless buildings on contiguous lots fronting on the same street have provided front yards of 20 feet or less, in which case the front yard may be less than 25 feet, but not less than the average front yards on contiguous lots fronting on the same street, and in no case shall such front yards be less than 12-1/2 feet in depth; and

c. On corner lots, the secondary front yard shall be not less than 12-1/2 feet in depth.

(2) Side yards of interior and corner lots: Combined side yards shall total 10 feet or 20 percent of the width of the lot (whichever is least) provided however, that no individual side yard shall be less than three (3) feet in width.

(3) Rear:

a. Permitted principal structures: 10 feet; and

b. Permitted accessory structures: 5 feet.

(i) Maximum Lot Coverage by All Buildings.

(1) High rise apartments, as needed to meet requirements of section 6-3083;

(2) All other structures, 50 percent or as needed to meet requirements herein; and

(3) Parking structures to accommodate required parking may be erected to cover not more than 30 percent of the total lot area in addition to the coverage listed in (2) above, provided that total coverage by all structures shall not exceed 80 percent.

(i) Maximum Height of Structures.

(1) High rise apartments, as required by section 6-3083;

(2) Buildings of less than 40 feet in height are permitted outright;

(3) Buildings in excess of 40 feet in height, provided there is an increase of one (1) foot in side, front, and rear yards over the minimum side, front, and rear yard requirements for each additional three (3) feet of height;

(4) Buildings between the height of 40 and 75 feet are allowed as special exceptions if they do not meet the requirements of (3) above; and

(5) Section 6-3049 exempts certain structures or portions thereof from height restrictions;



The State of South Carolina

EXECUTIVE DEPARTMENT

CERTIFICATE OF INCORPORATION

BY THE SECRETARY OF STATE

WHEREAS, John C. Judy, Jr., 619 King Street, Columbia, SC
Thomas G. Livingston, Rt. 2, Box 59, Nauses, SC

REC'D
SECRETARY OF STATE
JAN 13 9 39 AM '82

two or more of the officers or agents appointed to supervise or manage the affairs of

RAINBOW ROW OWNERS ASSOCIATION

which has been duly and regularly organized, did on the 18th day of
January, A. D. 1982, file with Secretary of State a written declaration setting forth:

That, at a meeting of the aforesaid organization held pursuant to the by-laws or regulations of the said organization, they were authorized and directed to apply for incorporation.

That, the said organization holds, or desires to hold property in common for Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose, or any two or more of said purposes, and is not organized for the purpose of profit or gain to the members, otherwise than is above stated, nor for the insurance of life, health, accident or property; and that three days' notice in the State, a newspaper published in the County of Richland, has been given that the aforesaid Declaration would be filed.

And WHEREAS, Said Declarants and Petitioners further declared and affirmed:

FIRST: Their names and residences are as above given.

SECOND: The name of the proposed Corporation is RAINBOW ROW OWNERS ASSOCIATION

THIRD: The place at which it proposes to have its headquarters or be located is 1898 Calhoun St. Columbia, SC

FOURTH: The purpose of the said proposed Corporation is to provide for maintenance, preservation and architectural control of property known as Rainbow Row Development.

FIFTH: The names and residences of all Managers, Trustees, Directors or other officers are as follows:

John C. Judy, Jr. 619 King St., Columbia, SC Director/President
Thomas G. Livingston Rt. 2, Box 59, Nauses, SC Director/Secretary

SIXTH: That they desire to be incorporated in perpetuity.

Now, THEREFORE, I, JOHN T. CAMPBELL, Secretary of State, by virtue of the authority in me vested, by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the said organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by said Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.

GIVEN under my hand and the seal of the State

days' notice in the state

County of Richland

has been given that the aforesaid Declaration would be filed

And Whereas, Said Declarants and Petitioners further declared and affirmed

FIRST: Their names and residences are as above given.

SECOND: The name of the proposed Corporation is RAINBOW ROW OWNERS ASSOCIATION

THIRD: The place at which it proposes to have its headquarters or be located is 1898 Calhoun St. Columbia, SC

FOURTH: The purpose of the said proposed Corporation is to provide for maintenance, preservation and architectural control of property known as Rainbow Row Development.

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[D 599 PAGE 257

FIFTH: The names and residences of all Managers, Trustees, Directors or other officers are as follows:

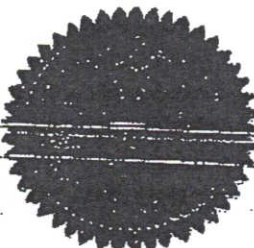
John C. Judy, Jr.
Thomas G. Livingston

619 King St., Columbia, SC
Rt. 2, Box 59, Nokesen, SC

Director/President
Director/Secretary

SIXTH: That they desire to be incorporated: in perpetuity.

Now, Therefore, I, JOHN T. CAMPBELL, Secretary of State, by virtue of the authority in me vested, by Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto, do hereby declare the said organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by said Chapter 31, Title 33, Code of 1976 and Acts amendatory thereto.



GIVEN under my hand and the seal of the State, at Columbia,
this 18th day of January
in the year of our Lord one thousand nine hundred and
82 and in the two hundred and
sixth
year of the Independence of the
United States of America.

John T. Campbell
JOHN T. CAMPBELL,
Secretary of State.

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

FILED
REGISTER OF DEEDS CONVEYANCES
CLERK RICHLAND COUNTY
1991 MAY 14 PM 14

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9.00

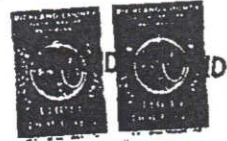
FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
Deed Book D-599 at page 230
RMC Office of Richland County

TO ALL WHOM THESE PRESENTS MAY COME:

WHEREAS, The House Company, Inc. (the "Declarant") is a South Carolina Corporation, having its principal place of business located at 1898 Calhoun Street, Columbia, South Carolina; and

WHEREAS, the Declarant established certain easements, restrictions, covenants and conditions on certain real property in the City of Columbia, Richland County, South Carolina, which is more particularly described as:

ALL those certain pieces, parcels or lots of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, and being shown as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8 and Lot 9 on a plat prepared for The House Company, Inc. (Rainbow Row Subdivision) by B. P. Barber & Associates, Inc., dated March 16, 1981, and recorded in the RMC Office for Richland County in Plat Book 2 at page 1690; said property having such courses, metes, measurements and boundaries as shown on the aforesaid plat, which plat is incorporated herein by reference.



WHEREAS, the Declarant in said Declaration reserved the right to Lot Owners to amend the Declaration by filing an amendment to the Declaration; and

WHEREAS, the Declarant deems it appropriate to correct the provisions for Easements in said Declaration; and

WHEREAS, all of the Lot Owners deem it appropriate to correct the provisions for Easements in said Declaration; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declarant and all of the Lot Owners hereby file this First Amendment to the Declaration of Covenants, Conditions and Restrictions:

AMENDMENT NO. 1

ARTICLE VIII, EASEMENTS, is amended by deleting the said ARTICLE VIII in its entirety and substituting in lieu thereof the following:

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Section 1. Encroachment. Each LOT, and the COMMON AREA are hereby declared to have a reciprocal easement over all adjoining LOTS, and the COMMON AREA for the purpose of accommodating any encroachment due to engineering errors, errors in original construction by Declarant, settlement or shifting of the building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of OWNERS shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an OWNER or OWNERS, if said encroachment occurs due to the willful act or acts with full knowledge of said OWNER or OWNERS, other than Declarant. In the event a structure on any LOT is partially or totally destroyed, and then repaired or rebuilt, the OWNERS of each LOT agree that encroachments existing prior to such destruction and new minor unintentional encroachments over adjoining LOTS shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 2. ASSOCIATION Functions. There is hereby reserved to DECLARANT, any successor DECLARANT, and the ASSOCIATION, or their duly authorized agents, representatives and managers, such easements as are necessary to perform the duties and obligations of the ASSOCIATION as are set forth in THIS DECLARATION and the other RAINBOW ROW PROPERTY DOCUMENTS.

Section 3. Prior Utility Easement. Notwithstanding anything herein expressly or impliedly to the contrary, THIS DECLARATION shall be subject to all easements heretofore or hereafter granted by DECLARANT for the installation and maintenance of utilities, sewers, drainage and similar facilities that are necessary or appropriate for the development of the LOTS and the COMMON AREA.

Section 4. Utility Easement. The rights and duties of the OWNERS of LOTS with respect to sanitary sewers and water, electricity, drainage facilities, gas, and telephone shall be governed by the following:

(a) Whenever sanitary sewer house connections and/or water house connections or electricity, drainage facilities, gas or telephone lines are installed within the LOTS or COMMON AREA, which connections or any portion thereof lie in or upon LOTS owned by others other than the OWNERS of the LOT served by said connections, the OWNERS of any LOT served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon LOTS or to have the utility companies enter upon the LOTS in or upon which said connections, or any portion thereof, lie, to repair, replace and generally maintain said connections as, and when, the same may be necessary as set forth below.

(b) Whenever sanitary sewer house connections and/or water house connections or electricity, drainage facilities, gas, or telephone lines are installed within the LOT or COMMON AREA, which connections serve more than one LOT, the OWNER of each LOT served by said connections shall be entitled to full use and enjoyment of such portions of said connections as service his LOT, subject to payment of any hook-up fees and utility company charges.

Section 5. Subject to Prior Boardwalk and Walkway Easement. Notwithstanding anything herein expressly or impliedly to the contrary, this Declaration shall be subject to all Easements heretofore or hereafter granted or created by DECLARANT for the installation and maintenance of boardwalks and walkways that are necessary or appropriate for the development of the LOTS and COMMON AREA.

Section 6. Boardwalk and Walkway Easement. The rights and duties of the owners of LOTS with respect to boardwalks and walkways shall be governed by the following:

(a) Whenever boardwalks and walkways are constructed within the LOTS or COMMON AREA, which boardwalks or walkways or any portion thereof lie in or upon LOTS owned by others than the OWNERS of the LOT served by said boardwalks or walkways, the OWNERS of any LOT served by said boardwalk or walkway shall have the right, and are hereby granted an Easement to the full extent necessary therefor, to enter upon LOTS or to have the Association enter upon the LOTS in or upon which said boardwalks or walkways, or any portion thereof lie, to repair, replace and generally maintain said boardwalks or walkways as, and when, the same may be necessary as set forth below.

(b) Whenever boardwalks or walkways are installed within the LOTS or COMMON AREAS, which boardwalks or walkways serve more than one LOT, the OWNER of each LOT served by said boardwalk or walkway shall be entitled to full use and enjoyment of such portions of said boardwalk or walkway as service his LOT.

IN WITNESS WHEREOF, Declarant and all LOT OWNERS have caused this First Amendment to the Declaration of Covenants, Conditions and Restrictions to be executed this 10th day of May, 1984.

WITNESSES:

Mary Jean Duffel
J. C. Judy, Jr.

THE HOUSE COMPANY, INC.
(Declarant)

By: J. C. Judy, Jr.
J. Clifton Judy, Jr.,
President

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RAINBOW ROW OWNERS ASSOCIATION, INC.
(Owner of Lot 9)

By: J. Clifton Judy, Jr.
J. Clifton Judy, Jr.,
President

Mary Jane Duffell
J. Clifton Judy, Jr.

THE HOUSE COMPANY, INC.
(Owner of Lots 1, 2, 3, 4, 6, 7 & 8)

By: J. Clifton Judy, Jr.
J. Clifton Judy, Jr.,
President

Mary Jane Duffell
J. Clifton Judy, Jr.

BEST AND THORNE, a general
partnership (Owner of Lot 5)

By: Walter N. Best
Walter N. Best, partner

George Jackson
Walter N. Best

By: John T. Thorne
John T. Thorne, partner

George Jackson
John T. Thorne

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STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me MARY JOAN AUFFEX
and made oath that s/he saw the within-named THE HOUSE COMPANY,
INC., Declarant, by its president, J. Clifton Judy, Jr., sign,
seal and as its act and deed, deliver the within written FIRST
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS; and that s/he with J.M. ARNDT wit-
nessed the execution thereof.

SWORN TO BEFORE ME THIS)
10th day of MAY)
1984)
[Signature] (LS))
Notary Public for S. C.)
My Commission Expires: 7/10/89)

Mary Joan Auffex
[Signature]

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STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me MARY JOAN DUFFY,
and made oath that s/he saw the within-named RAINBOW ROW OWNERS
ASSOCIATION, INC., Owner of Lot 9, by its president, J. Clifton
Judy, Jr., sign, seal and as its act and deed, deliver the within
written FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS; and that s/he with J. M. ARNDT
witnessed the execution thereof.

SWORN TO BEFORE ME THIS)
10th day of MAY)
1984.)
[Signature] (LS))
Notary Public for S. C.)
My Commission Expires: 7/10/89)

[Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me MARY JOAN DUFFY,
and made oath that s/he saw the within-named THE HOUSE COMPANY,
INC., Owner of Lots 1, 2, 3, 4, 6, 7 & 8, by its president, J.
Clifton Judy, Jr., sign, seal and as its act and deed, deliver
the within written FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS; and that s/he with
J. M. ARNDT witnessed the execution thereof.

SWORN TO BEFORE ME THIS)
10th day of MAY)
1984.)
[Signature] (LS))
Notary Public for S. C.)
My Commission Expires: 7/10/89)

Mary Joan Duffy

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

PERSONALLY APPEARED before me Jennifer E. Macgoulin,
and made oath that s/he saw the within-named BEST AND THORNE, a
general partnership (Owner of Lot 5), by its partners, Walter W.
Best and John T. Thorne, sign, seal and as its act and deed,
deliver the within written FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS; and that s/he with
Jenny C. Jackson witnessed the execution thereof.

SWORN TO BEFORE ME THIS)
10th day of May)
1984.)
Jenny C. Jackson (LS))
Notary Public for S. C.)
My Commission Expires: 5-1-90)

Jennifer E. Macgoulin