

STATE OF SOUTH CAROLINA)	
)	DECLARATION OF RESTRICTIVE
COUNTY OF ANDERSON)	COVENANTS
)	PLAT BOOK 1286, PAGES 1 & 2

The undersigned, Beeson Development Company, Inc., and Don Moorehead Construction, Inc., hereinafter collectively referred to as "Developer," and Sharen, Inc., hereinafter referred to as "Owner" (Developer and Owner hereinafter collectively referred to as "Declarant") being the owners of all numbered lots in the subdivision, located in Anderson County, South Carolina as shown on Plat recorded at Book 1286 at Pages 1 & 2 in the Register of Deeds Office for Anderson County does hereby impose on all numbered subdivision lots restrictions hereinafter set forth. These covenants are to run with the land and shall be binding upon all persons claiming under them until September 1, 2023, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument adopted by a vote of a majority of the owners of lots within the subdivision, agreeing to change said covenants in whole or in part, is placed on record in the Register of Deeds Office for Anderson County. These restrictions may be amended, changed, or altered prior to September 1, 2023, only by a unanimous vote of then owners of all of said lots. When voting is required by these Restrictive Covenants, each lot shall be entitled to one vote and only one vote, irrespective of the number of owners of an individual lot. If the undersigned, their heirs and assigns, any lot owner in said subdivision, or anyone else, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing such violation, or to recover damages. Invalidation of any one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

I.

PURPOSE OF RESTRICTIVE COVENANTS

The fundamental object and purpose of these Restrictive Covenants is to create a harmonious development of this subdivision in order to prevent the building of any structure which would be out-of-keeping with the other dwellings, to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, to preserve the value of the property owned and developed by the owners of lots in the subdivision, and to secure to each lot owner the full benefit and enjoyment of his home.

II.

USES PERMITTED AND PROHIBITED

(a) All numbered lots in the subdivision or any portion thereof (herein, the "Lot" or "Lots") shall be known and described as residential Lots, and the Lots shall be used only for single family residential purposes. The Lots shall not be used for business, commercial, industrial, condominiums, or apartments. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family residential dwelling not exceeding 2 1/2 stories in height above ground together with accessory buildings and facilities customary incident to single family residences.

(b) No mobile home, modular home or structure having the characteristics or appearance of a mobile home shall be located upon any Lot. No detached garage, trailer, basement, shack, tent, barn or other out building located on a Lot may at any time be used as a residence.

(c) All buildings and outbuildings erected upon any Lot shall be constructed on

site of new material of good grade, quality and appearance and shall be constructed in proper, workmanlike manner. The exterior surface of any buildings shall not be of asbestos shingle siding, imitation brick or stoneroll siding, or exposed concrete or cement blocks. The exterior surface of any garage, outbuilding or appurtenant structure or building erected on or located on any Lot shall be aesthetically compatible with, and of material and construction comparable in cost and design to, the exterior surface of the dwelling located on such Lot.

(d) No residence or building of a temporary nature shall be erected or allowed to remain on any Lot.

(e) Any dwelling erected on any Lot shall be served by a septic tank or sewerage disposal system which has been approved by and constructed and maintained in accordance with all the regulations and requirements of all governmental authorities and regulatory agencies having jurisdiction.

(f) No noxious or offense trade or activity shall be carried on upon any Lot or in any residential dwelling or outbuilding located on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or the owners of any surrounding property. No substance, thing, or material shall be kept on any Lot that will emit foul or noxious odors or that will cause any notice that will or might disturb the peace and quiet of the occupants of surrounding property. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in any residential dwelling or outbuilding except that dogs, cats or other household pets may be kept or maintained provided that are not kept, bred or maintained for commercial purposes.

(g) All Lots shall be kept in a clean and orderly condition and the improvements thereon shall be kept in a suitable state of painting and repair, any damage thereto by fire

or other casualty shall be promptly repaired. No Lot shall be used in whole or in part for storage of trash of any character whatsoever and no trash, rubbish, stored materials or similar unsightly items shall be allowed to remain on any lot outside of an enclosed structure, except when temporarily placed in closed, sanitary containers pending collection by trash collection authorities or companies.

(h) Vehicles shall not be parked within the right of way of any street adjoining any Lot, nor shall vehicles not be parked or stored on any part of any Lot not improved for such purpose (i.e. driveways, parking pad, garage, etc.), but this restriction does not preclude occasional overflow parking within the street right of way for guest or other reasonable purposes provided that no unreasonable inconvenience is imposed on the owner of other Lots or adjoining property. No truck or commercial vehicle in excess of one-ton load capacity or vehicle under repair, or any trailer, wrecked or junked motor vehicle shall be parked upon or permitted to remain on any Lot. No trailer, motor home, recreational vehicle or camper shall be used as a residence either permanently or temporarily. All (permitted) trucks, trailers, campers, motor homes and recreational vehicles must have a current license plate affixed and must be parked either in an enclosed garage or on a gravel or paved driveway in the back or side yard of any Lot. All automobiles must have a current license plate affixed and must be parked in a carport, enclosed garage, or on a gravel or paved driveway. No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot and no vehicles or mechanical equipment may be dismantled or allowed to accumulate on any Lot so that it is visible from any property or street adjoining or such Lot or from other Lots.

(i) Lot owners must keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or views from surrounding Lots may be adversely affected, or

where traffic hazards may be created.

(j) All construction, landscaping or other work which has been commenced on a Lot must be continued with reasonable diligence to completion and no partially completed house or other improvements shall be permitted to exist on any Lot, except during such reasonable time periods as is necessary for completion. The exterior of any building must be completed within one (1) year from the date of commencement of construction.

(k) No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded plat.

(l) No wall, fence, or hedge in the front yard shall be erected across or along the front of any yard, except for driveways and walkways. No fence, hedge, wall or any other type of permanent structure shall be erected, placed, or allowed to remain in the area of any numbered lot lying between the front setback line, as shown on the recorded plat, and the edge of any street or avenue.

(m) No numbered lots in this subdivision shall be recut so as to face any direction other than as shown on the recorded plat hereinabove referred to, nor shall any of said lots be resubdivided so as to recreate an additional building lot. This provision is not intended to prevent cutting off a small portion or portions of any lot for the purpose of conveying the same to an adjoining property owner or straightening a boundary line.

(n) Twelve hundred (1200) square feet shall be the minimum floor space required. In calculating the minimum floor space requirement for any residence, heated area only shall be included. No credit shall be given for porches, garages, breezeways,

or full or partial basements.

III.

MISCELLANEOUS

1. No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.

2. Nothing herein contained shall be construed to prevent Declarant, its successors and assigns from maintaining temporary offices, or a temporary storage building or storage area on any lot which the subdivision is in the process of being developed.

3. The five (5) foot easement along all side lines referred to above is specifically reserved by the Declarant together with such other easements as may appear on the recorded plat. The reservation of said easements shall include the right to cut trees and shrubs, grade swales or ditches, lay drain pipes, or do such other things as may be reasonably necessary and required to provide for necessary drainage. The Declarant shall have the right to perform said work but shall not be required to do so. The Declarant may assign said rights to other interested parties.

4. The owner of each numbered lot, improved or unimproved, shall keep the same free of all tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which numbered lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary, or a hazard to health.

WITNESSES:

DON MOOREHEAD CONSTRUCTION, INC.

[Signature]

Witness 1

[Signature]

Witness 2 or Notary Public

By:

As:

[Signature]

Vice President

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF PICKENS

PERSONALLY appeared the undersigned witness and made the oath that (s)he saw the within named Corporation by its duly authorized officer, sign, seal and as its act and deed deliver the within document and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this.

29 day of October, 2003.

[Signature]

(SEAL)

[Signature]

Notary Public for South Carolina

Witness 2

My Commission Expires: 2-20-2011

My Commission Expires
February 20, 2011

IN WITNESS WHEREFORE, the undersigned owner does hereby set its hand and seal to these Restrictive Covenants this the 17 day of August, 2003.
November

WITNESSES:

BEESON DEVELOPMENT COMPANY, INC.

J. Faulk
Witness 1

Kimberly Lane Ko
Witness 2 or Notary Public

By: *[Signature]*
Its: PRESIDENT

STATE OF SOUTH CAROLINA

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PROBATE

COUNTY OF PICKENS

PERSONALLY appeared the undersigned witness and made the oath that (s)he saw the within named Corporation by its duly authorized officer, sign, seal and as its act and deed deliver the within document and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 17 day of November, 2003.

Kimberly Lane Ko (SEAL)
Notary Public for South Carolina
My Commission Expires: 7/26/09

J. Faulk
Witness 2

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FILED, RECORDED, INDEXED
Bk:05878 Pg:00215 Pages:9
RecFee:15.00 St Fee:0.00
Co Fee:0.00
REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon