

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

DEER RUN SUBDIVISION
PROTECTIVE AND RESTRICTIVE
COVENANTS

WHEREAS, 393 acres of land situated on South Carolina Highway No. 187, Anderson County, about 7 miles west of the corporate limits of the City of Anderson has been developed by Management and Investment Corporation, a South Carolina Corporation as Nob Hill subdivision; and

WHEREAS, Management and Investment Corporation has since divested the property to individual owners; and

WHEREAS, Nob Hill has been renamed Deer Run; and

WHEREAS, 63 of these tracts numbered 26-88, inclusive, have been surveyed and are shown on Plat-No. 1 of Deer Run as prepared by Farmer and Simpson Engineers dated December 20, 1976, which said plat has been recorded in the Office of the Clerk of Court for Anderson County, South Carolina, Plat Book 82, at Page 77; and

WHEREAS, 9 of these tracts numbered 1-9 inclusive, have been surveyed and are shown on Plat No. 2 of Deer Run and as prepared by Farmer and Simpson Engineers dated August 15, 2003, which said plat has been recorded in the Office of the Clerk of Court for Anderson County, South Carolina, in Plat Book/Slide 1490 at page 1; and

WHEREAS, Deer Run Association Inc, a South Carolina Corporation has been formed to execute and impose certain restrictive and protective covenants upon the 72 tracts shown on said final plats, and as the restrictive covenants have been created and amended several times, the following are the current restrictive and protective covenants for the Deer Run Subdivision:

Applicability: By taking ownership of property within Deer Run, owners become members of the Corporation and are bound by the current by-laws and the following protective and restrictive covenants.

Residential Use Only: All of the tracts are hereby designated as residential tracts and no structure shall be erected on any of the tracts other than one detached single family residence not to exceed two and one-half stories in height and with appropriate outbuildings that have been approved by the architectural committee for the sub division. No apartments, double houses, lodging houses, rooming houses or any other type of multiple family dwellings shall be erected, placed, permitted or maintained on any of the tracts or common areas in Deer Run.

Architectural Control: No houses, outbuildings, any type of garages or sheds, carports, fencing or any other type of building or structure shall be erected, added on or placed on any tract until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the architectural committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Approval or disapproval shall be given in writing within seven (7) days after the plans and specifications have been submitted to the committee, or in any event, if no suit to enjoin the construction prior to the completion thereof, approval will not be required and the related covenant will be deemed to be fully complied with. No fence or wall shall be erected, placed or altered on any tract nearer to any street than the minimum building setback line, unless similarly approved. All fences or walls to be used as fences are to be approved by the architectural committee. No grading or filling which would change the elevation of any tract shall be done unless approved by the architectural committee of said subdivision.

Commercial Activity: No visible commercial activity of any kind or nature shall be conducted upon any of the tracts. No sign or other communication shall be displayed without prior approval of the architectural committee. No noxious or offensive trade or activity shall be conducted upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Temporary Housing: No trailer, mobile home, modular home, basement, tent, shack, garage, barn or any other type of outbuilding erected on the tracts shall be used for residential purposes at any time.

Garbage Disposal: No garbage or domestic trash shall be disposed of by burning or burying on any tract within this subdivision or adjacent property and shall not be kept except in sanitary containers.

Farm Animals / Household Pets: No poultry, swine, cows, goats, mules or other farm animals or fowls or fishbait farms shall be maintained on any tract, and no vegetable garden may be planted except in the rear or backyard of any tract. A personal riding horse or pony may be kept on a tract for personal enjoyment provided said horse or pony is sheltered properly in such a manner as not to constitute a nuisance or health hazard. Cats and dogs are permitted in the neighborhood as long as they are held within the following guidelines: 1. The cat or dog does not have a bad disposition or temperament that may endanger the safety of the neighborhood. 2. The number of household animals is not so great that it may create a nuisance to the neighborhood. 3. All household animals are securely restrained upon the owner's tract. This is to prevent the animals from encroaching upon adjoining tracts and common areas.

Building Location: No building or any part thereof shall be so erected or constructed on any tract nearer than sixty (60) feet to the front property line nor nearer than twenty-five (25) feet to any other property line.

Walls and Fencing: No yard fronting on any subdivision street shall be enclosed with any fencing material other than picket, rail or other ornamental material. Chain link fencing may be used in rear yards and should not exceed 48 inches in height. All fencing or wall plans must be approved by the architectural committee.

Division of Tracts: No tract shall be resubdivided or rearranged which shall (a) increase the number of tracts in the subdivision, or (b) reduce the front of the tract as shown upon the plat or reduce the depth or width of any tract. In all cases of resubdivision, the set-back line and the side and rear building lines as set forth in these Restrictions shall be applicable to such tracts as are resubdivided or as reconstituted.

Square feet of dwelling: No dwelling shall be constructed upon any tract as shown on said plat which shall contain less than 1800 square feet of heated space, and in the event there is constructed a dwelling containing or constituting;

- (a) One and one-half stories, 1400 square feet of heated area on the first floor.
- (b) Two and two and one-half stories, 1100 square feet of heated area on the first floor.
- (c) A split-level, a total of 1800 square feet of heated area on the first and second levels thereof, excluding the basement level.

Viewing Restriction: No dwelling house shall be constructed so as to contain a carport with an open entrance facing a street; an enclosed garage with an entrance facing a street shall be acceptable provided such garage is equipped with doors adequate to render the interior of the garage out of the public view.

Easements: All easements for streets, utilities and drainage are established and dedicated for such uses and purposes as are shown upon the plat, and all rights necessary to the use and enjoyment of such easements, streets, utilities, and drainage easements are hereby reserved, and no building shall be constructed over or upon area designated for easement purposes upon the plat until and unless written permission is obtained by the Deer Run Home Owners Association.

Pollution / Contamination: No stream or lake on contiguous property of the Deer Run Home Owners Association shall be contaminated or polluted or redirected in any way by and through the use and occupancy of the tracts.

Enforcement: Should any owners, their heirs, executors, administrators, or assigns, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in the 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 covenant; provided, however that no violation shall affect the validity or any mortgage lien of record prior to such violation. Owners in violation of these covenants will be liable for any legal fees and court costs associated with the aforementioned proceedings.

Restriction Renewal / Amendments: These covenants are to run with the land and shall be binding on all parties, their heirs, executors, administrators and assigns, and all persons claiming under them until January 1, 2010, at which time the covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the tracts it is agreed to change same in whole or in part.

IN WITNESS THEREOF, Deer Run Home Owners Association, by the undersigned as its duly authorized officer, has on this 27th day of March, 2006, affixed the Hand and Seal of the Corporation, upon the approval of a majority of the owners of the lots in Deer Run Subdivision which are attached hereto as Exhibit "A".

In the Presence of:

Rebecca S. Lowe
[Signature]

Deer Run Home Owners Association

By: TJ Murphy
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

PROBATE

PERSONALLY appeared before me Rebecca S. Lowe who on oath deposes and says that (s)he saw the within named Deer Run Home Owners Association, by Timothy J. Murphy, its President, sign, seal, and as its act and deed, deliver the within written RESTRICTIONS FOR DEER RUN, and that (s)he with George L. Souter witnesses the execution thereof.

SWORN to before me this 27th
Day of March 2006
[Signature] L.S.

Rebecca S. Lowe

Notary Public for South Carolina
My Commission Expires: 1-21-10

RULES AND REGULATIONS FOR DEER RUN BOAT DOCK OWNERS ASSOCIATION

JUNE 2008

Whereas Deer Run Boat Dock Owners Association has been given approval by the Corps of Engineers for a total of fifty-nine (59) boat slips, we, the Deer Run Boat Dock Owners Association (DRBDOA) feel there should be some restrictions of the sale and use of these slips. The DRBDOA consists of the boat dock **Director** and each boat dock **Manager** (treasurer).

1. No dock slip is to be issued to any person who is not an owner of property in the Deer Run Subdivision. Property owners must be current on homeowners and boat dock dues and are allowed **one slip per deeded lot. Slips are sold on a first come first serve basis.**
2. Each dock will be considered as a separate entity and listed as Dock A, B, C, D, E, or F. Owners of slips will have their dues credited to the account of the dock their slip is on. Each dock will have a **Manager**, who shall also serve as treasurer, to handle collection and deposit of dues. Dues are \$100.00 per calendar year if paid by April 1st of the current year. After April 1st, the slip owner will be assessed a \$50.00 late fee for each month he/she is in arrears. At the end of one (1) year should any dues, fines, late fees and assessments be unpaid, the DRBDOA will have the right to resell the slip at the highest price obtainable from an eligible lot owner but no less than the amounts of dues, penalties and costs owing on the slip. The owner will receive any money remaining after the dues; fines and any legal costs are paid.
3. No boat slip is to be resold without the prior approval of the DRBDOA. This is to ensure that the purchaser is a lot owner in the Deer Run Subdivision, is current on all dues, and that the proper paperwork to transfer ownership of the slip is done for the Corps of Engineers.
4. Due to insurance concerns all guests using any dock must be accompanied by a slip owner of said dock. House guests, 18 years and older, overnight or longer, may have access to the boat dock area without the slip owner, providing the **Manager** of said dock has been previously notified. **ANYONE choosing to use any dock without express permission, written or verbal, from the slip owner(s) of that dock is responsible for ANY and ALL injuries that may occur on said dock.**
5. **Damages to any dock, including the owners, by an owner, the owner's child or children, the owner's guest or their child or children's guest(s) will be that owner's**

SOLE RESPONSIBILITY. *Once repair cost has been determined, the owner responsible for the damages will have ninety (90) days to make suitable repairs to his slip or to contact and make arrangements with the Dock Manager of the damaged dock. Failure to make arrangements and/or payment within 90 days will result in loss of boat slip as in Item#2.*

6. Due to insurance concerns no owner's child or children under the age of fourteen (14) are to be allowed on any dock unless accompanied by a parent and/or an adult who owns a slip on said dock. Any owner's child or children between the ages of 14 and 17 may have no more than two (2) guests at any time without adult supervision (18 or older). Conduct of a child or children and/or their guest(s) shall not interfere with the ability of other members to exercise their privileges on said dock. ***The Association Member is responsible for the conduct of any of his/her guest(s), their children and their children's guest(s).*** The following acts or actions are considered to be unacceptable conduct, by members and or guests:

- A. **Malicious pranks or rough horseplay**
\$50 (1st offense) \$100 (2nd offense) \$200 (3rd offense)
- B. **Littering**
\$50 (1st offense) \$100 (2nd offense) \$200 (3rd offense)
- C. **Abusive language or behavior and profanity**
\$50 (1st offense) \$100 (2nd offense) \$200 (3rd offense)
- D. **Vandalism**
\$50 (1st offense) \$100 (2nd offense) \$200 (3rd offense) ***PLUS DAMAGES AS A RESULT OF VANDALISM***

7. If at any time there is cause for major repairs to any part of a dock, unless covered by Number 5, or the Corps of Engineers require the work be done, the Manager (or any member of said dock) will call a meeting where they will present the problems(s) to the members and call for a vote. At said meeting, the majority of boat slip owners will have the deciding vote. If there are insufficient funds in the boat slip account, there will be a special assessment on each slip owner for their part of the cost of repairs. The assessment will also be determined by a majority consensus of the boat slip owners. In the event of a tie vote the Dock Director will cast the deciding vote.

Once assessment has been determined, each slip owner will have ninety (90) days to pay the assessment. If not paid within 90 days (unless other arrangements are made among dock members) the Board will have the right to resell the slip. (See Item #2)

8. Conduct or activities by any member or their guest(s) that violate Army Corps of Engineers policy or regulations will not be tolerated and will be considered a violation of the Associations Rules and Regulations. Driving personal vehicles (cars, trucks, golf carts and 4 wheelers) on Army Corps of Engineers controlled property is not permitted by members or guests. Golf carts and similar type vehicles can only be used in conjunction with walkways designed for such use. Repeat violators will be reported to the Corps of Engineers who will determine fines and penalties.
9. Slips shall not be leased, rented, sub-let, or provided to others for any means of engaging in commercial activity(s) by the permitting of his/her agent for *monetary gain*.
10. The DRBDOA claims the right to enforce any and all of the above conditions, not only by fines and forfeiture of the owner's slip as set forth hereinabove but by fines for failure to adhere to the conditions set forth or by placing a lien, and enforcing the same with all legal expenses to be incurred by that person responsible for not abiding by all the conditions.

THESE RULES AND REGULATIONS ARE EFFECTIVE JULY 26, 2008

**ANYONE OWNING A BOAT SLIP IN DEER RUN SUBDIVISION DOES
HEREBY AGREE TO ABIDE BY ALL CONDITIONS SET FORTH IN THIS
DOCUMENT.**

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COUNTY OF ANDERSON

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Enforcement: Should any owners, their heirs, executors, administrators, or assigns, violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in the 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 covenant; provided, however that no violation shall affect the validity of any mortgage lien of record prior to such violation. Owners in violation of these covenants will be liable for any legal fees and court costs associated with the aforementioned proceedings.

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In the Presence of:

Rebecca S. Lowe
[Signature]

Deer Run Home Owners Association

By: [Signature]

Its: President

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF ANDERSON)

PERSONALLY appeared before me Rebecca S. Lowe who on oath deposes and says that (s)he saw the within named Deer Run Home Owners Association, by Timothy J. Murphy, its President, sign, seal, and as its act and deed, deliver the within written RESTRICTIONS FOR DEER RUN, and that (s)he with George L. Sander witnesses the execution thereof.

SWORN to before me this 27th
Day of MARCH 2006

[Signature] L.S.

Rebecca S. Lowe

Notary Public for South Carolina
My Commission Expires: 1-21-10