

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

RESTRICTIVE COVENANTS
BEAVER RUN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as owners and Trustees of the lands described on a plat by R. D. Garrison, Reg. L. S. #3972, dated August 14, 1984, duly of record in the Office of the Clerk of Court for Anderson County, South Carolina, in Plat Book _____, at Page _____, and the undersigned now desire to restrict the seventeen (17) lots as shown on said plat; and

WHEREAS, a general plan has been established for improvement and development of the subdivision lots and the owners and Trustees do hereby set forth the plan of development and the restrictions, reservations, easements and covenants which shall be and are hereby imposed upon each and every lot shown on the above mentioned plat. Each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel, and shall bind the respective successors in interest of the owners and Trustees. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, to wit:

DWELLING COST, QUALITY AND SIZE: These lots are to be used for residential purposes only and no dwelling shall be erected on any lot containing less than 1,200 square feet of heated living area, and to be used as a single family dwelling, residential only.

TEMPORARY STRUCTURE: No structure of a temporary character, trailer, mobile home, basement, tents, shack, garage, barn, or other outbuildings shall be used or left on any lot any time as a residence either temporarily or permanently, nor will it be permissible to stockpile any form of construction materials or the parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house.

SIGNS: No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one (1) square foot, or a sign of not more than five (5) square feet advertising the property for sale or rent, or the normal signs used by a builder to advertise the property during the construction and sales period only.

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish.

Trash, garbage or other waste shall not be kept except in containers approved for sanitary condition.

All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Invalidation of any one of the covenants in this instrument by Judgment or Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.



BUILDING LOCATION: No part of any building shall be located on any lot nearer than ten (10) feet to any side line.

No animals, livestock or poultry of any kind other than house pets shall be kept or maintained on any part of said property.

No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

There shall be no more than one principal building and its accessory building on each lot which accessory building's exterior shall be in conformity with the exterior of the principal building, and no more than one family shall occupy a dwelling at any one time.

No abandoned or disabled vehicles or junk shall be permitted on any lot of the subdivision.

The owners and Trustees shall be and are the sole judges as to the interpretation or construction placed upon any term or provision hereof and in the event of a dispute, the owners and Trustees decision shall be a final determination.

All of the covenants, restrictions, reservations, and servitudes set forth herein shall run with the land and grantee(s), by accepting the deed to such premises, accepts the same subject to such covenants, restrictions, reservations and servitudes and agrees for himself, his heirs, administrators, successors and assigns to be bound by each of such covenants, restrictions, reservations, and servitudes jointly, separately and severally.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of September, 1984.

In the Presence of:

Doyle W. Kay Leonard R. Cheek (SEAL)
Leonard R. Cheek, as Trustee
Frank C. Krumeel William L. Thompson (SEAL)
William L. Thompson, as Trustee

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON) PROBATE

PERSONALLY appeared before me FRANK C. KRUMEL and made oath that he saw the within named Leonard R. Cheek and William L. Thompson, as Trustees, sign, seal and as their act and deed deliver the within written Restrictive Covenants, and that he with DOYLE W. KAY witnessed the execution thereof.

SWORN to before me this 10th day of September, 1984. Frank C. Krumeel

C. Marshall Carithers (L.S.)
Notary Public for South Carolina
My Commission Expires: 7-14-1994