

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON ) RESTRICTIVE COVENANTS AND EASEMENTS

All those certain piece, parcels or lots of land, lying and being situate in the State of South Carolina, County of Anderson, being shown and designated as lot numbers 1 thru 83 in Hawk Ridge, on a plat prepared by Michael L. Henderson, PS number 6946, dated May 1, 2002, and recorded in plat book 1308 at page 2 & 3, records of Anderson County, S.C., reference to which is invited for a more complete and accurate description shall be known as residential lots and shall be used exclusively for single residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any such lot other than one detached single family dwelling, not to exceed two and one-half stories in height (exclusive of basement) and a private garage or carport for not more than two cars and servants quarters.

I

No trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding erected upon any lot shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be used as a residence and no house trailer or mobile home shall be placed on any lot, either temporarily or permanently.

II

No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become an annoyance, nuisance or menace to the neighborhood. No lot or any part thereof shall be used for any business or commercial purpose or for any public purpose.

III

All fuel oil tanks or containers or L. P. gas tanks shall be covered or buried underground, so as not to be seen, consistent with normal safety precautions.

IV

No animal shall be kept, maintained or quartered on any lot in this Subdivision, except that cats, dogs or caged birds may be kept in reasonable numbers as pets, not for breeding, but solely for the pleasure of the occupants.

V

Garbage and trash must be kept in suitable cans and removed periodically by the owner or a suitable sanitary service and must not be burned or disposed of on the property. Said garbage and trash cans, woodpiles and clothes drying yards must be so located that they will not be visible from the street.

VI

Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or a traffic hazard may be created.

VII

Provisions must be made by the property owners for off-street parking of cars belonging to domestic servants and the parking of cars on street rights-of-way for long periods of time during the day or night will not be permitted.

VIII

No billboards or signs shall be erected on any lot or improvement thereon, but "For Sale" or "For Rent" signs may be placed thereon; provided that the size of such signs shall not exceed two (2) feet by three (3) feet.

IX

Names or numbers painted on mailboxes and or other house numbers or designations shall be painted in a professional manner.

X

The property within this Subdivision is hereby declared to be a bird sanctuary and any hunting of wild birds or other animals is hereby prohibited.

XI

Camping of any kind, including but not limited to the use of pup tents, mobile homes, camper trailers, travel trailers and the use of campfires with relation thereto, either permanently or temporarily, on these premises is hereby specifically prohibited.

XII

No livestock shall be kept or maintained on the premises, excepting only household pets. Any household pets shall be kept in a fence so as to prevent its intrusion upon property of others and in no event shall any dog or dogs be maintained on the premises in such a place or condition that their barking or any other noise shall disturb other residents of the subdivision.

XIII

No building or residence shall be erected on any lot nearer to the front lot line than 25 feet, or as determined by the Architectural Review Committee. No building or residence shall be erected nearer than eight feet to any side or rear lot line, or as determined by the Architectural Review Committee.

XIV

The Architectural Review Committee shall determine the placement of a detached garage or other outbuilding on any lot in the subdivision. The location of any detached garage or other outbuilding, as well as design, must be in keeping with the overall intentions of these restrictions, and in harmony with the design of the residence erected thereon.

XV

No wall, fence or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building setback line, having a height of more than three feet. The Architectural Review Committee must approve all walls or fences.

XVI

No exposed concrete block shall be allowed. Finishes such as brick, stucco or siding shall be required on all exterior walls above ground.

XII

No one-story, split-level or story and one-half residences shall be constructed containing less than twelve hundred square feet of living area or floor space, exclusive of porches, garages and breezeways and basements. However, the Architectural Review Committee may approve exceptions to the minimum square footage requirement, when it deems necessary.

APPROVAL OF PLANS

(1) The Architectural Committee for this Subdivision shall be composed of: Three members appointed by Southern Homes & Remodeling. Members of the Architectural Committee shall be appointed in writing for a term of five (5) years, but shall serve at the will of Southern Homes & Remodeling appointing them and may be reappointed for additional terms with no limit on the number of additional terms to which they can be reappointed. In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently, as may be necessary, by appointment of Southern Homes & Remodeling appointing the member failing to serve. If at any time Southern Homes & Remodeling shall cease to have a financial interest in this Subdivision, the members appointed by Southern Homes & Remodeling shall resign and the resulting vacancies shall be filled by the remaining members of the Committee. Any three (3) members shall constitute a quorum for the transaction of any business before the Architectural Committee provided, however, that for any plans to

be disapproved, not less than three (3) members shall join in voting to disapprove such plans. In all other matters a simple majority of those voting shall govern.

(2) No improvements shall be erected, placed, altered or changed on any lot in this Subdivision until and unless the building plans, specifications and plat plans showing the proposed type of construction, exterior design and location of such residence have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence of plans with existing residences on other lots in the Subdivision and as to the locations of the structure with respect to topography and finished ground elevation. In addition a landscape development plan must likewise be submitted and approved by the Architectural Committee showing the location of proposed fences, boundary or patio walls, hedges, shrubbery, walkways, driveways, parking areas and important trees.

(3) In order to prevent duplication of buildings or improvements to be constructed in this Subdivision the Architectural Committee is vested with authority to approve or disapprove plans for the construction of any building or improvement with its major features too similar to an existing building or improvement as to be considered a substantial duplication thereof in the discretion of the committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications, plot plans or landscape plans which in its opinion and discretion are not suitable or desirable and in so passing upon such plans, specifications, plot plans or landscape plans the committee shall take into consideration the suitability of the proposed buildings or other improvements, the materials of which it was built, whether or not it is in harmony with the surroundings and what effect it will have on the outlook from adjacent or neighboring property.

(4) In the event that the committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area.

(5) Applications for approval as required herein shall be made to the committee at an address to be designated by the Architectural Committee, and at the time of making such application the building

plans, specifications, plat plans and landscape plans shall be submitted in duplicate (along with an application fee of TEN AND NO/100 (\$10.00) DOLLARS). One (1) copy of such plans will be retained to the applicant with the approval or disapproval plainly noted thereon.

(6) Upon approval by the Committee of the proposed construction or alteration, the Committee shall issue to the applicant a written permit, which shall be displayed by the applicant upon the premises during the period of construction or alteration.

#### MISCELLANEOUS

(1) Any construction of a structure on any lot must be completed within eighteen (18) months after the initial construction has commenced.

(2) An easement is reserved unto the undersigned herein over five (5) feet along each sideline of each lot and over the rear ten (10) feet of each lot for utility installations, utility rights-of-way and maintenance thereof and for surface water drainage.

(3) If any of these covenants shall be found to be contrary to the recommendations of the Federal Housing Administration or any other agency of the Federal Government granting or insuring loans and shall render any lot in the Subdivision unacceptable for any such loan, Southern Homes & Remodeling shall have the authority to alter, amend or annul any such covenant as may be necessary to make any of the lots herein acceptable for such loan.

(4) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

AND IT IS UNDERSTOOD AND AGREED, that the said conditions and restrictions shall be appurtenant to and run with the land; and that in the event of the violation of any of the said conditions, covenants, and restrictions, the undersigned or its successors and assigns and/or the owner of any lot in said

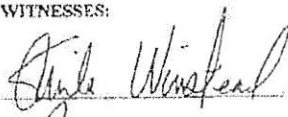
tract referred to above shall have the right to abatement and the right to enforce compliance by injunction or any appropriate legal action.

IT IS UNDERSTOOD that these covenants, conditions and restrictions are solely for the benefit of the undersigned and all present and future owners of lots in the aforesaid tract referred to above and may be changed at any time by the consent, in writing, of a majority of the owners of the lots in said tract; provided, however, that Southern Homes & Remodeling, reserves the right to amend or modify the requirements outlined in Section XII.

These covenants shall run with the land and be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded and continue in successive five (5) year periods until such time as the majority of the lot owners partition to have these covenants changed or amended.

WITNESS the hand and seal of the Undersigned, this the 5th day of September, 2002

WITNESSES:



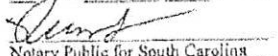
  
Southern Homes & Remodeling, Inc.

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for the State of South Carolina, personally appeared Southern Homes and Remodeling, Inc., who, upon being duly sworn, state(s) that it executed the within-written Restrictive Covenants and Easements for the purposes therein written.

SWORN to before me this  
5th day of September, 2002

  
Notary Public for South Carolina  
My commission expires 1/19/06

020032440 09/06/2002 12:10:41PM  
FILED, RECORDED, INDEXED  
Bk:04945 Pg:00175 Pages:7  
Rec Fee:13.00 St Fee:0.00  
Co Fee:0.00  
REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon