

PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS AND  
EASEMENTS

The undersigned, being the owner of Three Springs all lots and tracts of land shown as Lots 1-9, on the plat entitled Highfield At prepared by Earl B. O'Brien, RLS, dated 6-16-95 and being recorded in the Office of the Clerk of Court for Anderson County, South Carolina in Slide 1550 at Page 6, does hereby impose on said Lots 1-9 shown on said plat the covenants and restrictions hereafter set forth which shall be binding on all parties claiming under them.

1. DEFINITIONS

- A. "Lot" shall mean and refer to lots 1-9, as shown on the above described plat, and also to any other lots which may subsequently be subjected to these Protective Covenants, Restrictions, Reservations and Easements and included in Highfield at Three Springs subdivision by subsequent amendment hereof by the Developer, as permitted by Paragraph (Re: Enforcement) hereof.
- B. "Developer" shall mean James M. Jones, his heirs and assigns.

2. GENDER USAGE

The use of masculine form of pronoun is for the sake of convenience only, and the masculine form shall be held to include the feminine form as is necessary to give full effect and meaning to this declaration.

3. PURPOSE OF RESTRICTIVE COVENANTS

The fundamental objective and purpose of these restrictive covenants is to create a harmonious theme in the subdivision, to prevent the building or structures out of keeping with the restrictions specified in this document or the standards imposed by the Architectural Committee. The property is to be used for single-family residences with the intent of providing each lot owner with the full benefit and enjoyment of his home. Anything tending to detract from the attractiveness and value of the property will not be permitted.

4. USES PERMITTED AND PROHIBITED

- A. All lots in the subdivision shall be known and described as residential lots and shall be used exclusively for the benefit of a single family. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2 ½) stories in above ground height and other

harmonious structures as specified in these covenants or approved in writing by the Architectural Committee.

- B. No mobile, pre-assembled or modular home of any type shall be allowed in the subdivision. No used homes may be moved into the subdivision. All homes constructed in the subdivision shall be stick-built by a licensed contractor in good standing. The building contractor shall be actively involved in the construction of the residence.
- C. The primary home on the residence shall be built prior to or at the same time as any other buildings, shops barns, and/or fences which might be constructed on the property, unless written permission to the contrary is given by the Developer.
- D. All boats trailers, utility trailers, motor homes, campers or recreational vehicles of any type or description shall be parked, maintained or stored within an enclosed garage or shelter. Garages or shelters must be of the same construction type as the primary residence.
- E. No abandoned, unlicensed, unsightly or inoperable vehicle of any type or description shall be allowed to be parked on any lot, street or common area of the subdivision.
- F. No structure of a temporary character, tent, shack, barn, storage shelter or any other type of outbuilding shall at any time be used in the subdivision for any reason after the completion of the primary residence. Temporary buildings may be used by contractors during the building of the primary residence.
- G. No lot, home or any part thereof in the subdivision shall be used for any business or commercial purpose.
- H. No noxious or offensive activity shall be conducted anywhere within the subdivision nor shall anything be done therein which may be or become an annoyance, nuisance or menace to the subdivision.
- I. Any external antenna or other device used for the transmission or reception of electromagnetic energy must have the written approval of the Developer prior to installation. Directional antennas having a cross section dimension greater than twenty-four (24) inches are expressly forbidden.
- J. No swimming pool, wading pool or any other type container of water shall be constructed unless it is properly secured and approved by the Developer. Any structure associated with the pool must be of a similar style, material and construction as the main residence and approved by the Developer. No above ground pools shall be permitted on any lot.
- K. Fuel containers and energy cells used to supply any structure on the lot shall be in compliance with all environmental and safety regulations and out of view from any street.
- L. There shall be no solar panels, collectors, or energy devices allowed on the lots or common areas of the subdivision either freestanding or mounted to any structure.
- M. There shall be no firearms discharged within the subdivision.

## N. Pets.

1. No animals or pets may be raised, kept or maintained on any lot in the subdivision, except as follows:

(a) Household pets, such as dogs and cats may be maintained upon any lot provided such pets:

- (1) Are not so great in number as to create a nuisance to the neighborhood.
- (2) Are securely restrained upon the owner's property.
- (3) Are not raised for commercial purposes.
- (4) Do not disturb the neighborhood with noise.

(b) All Anderson County leash laws shall be observed.

2. Livestock, farm animals, poultry, exotic or imported animals shall not be allowed on any lot in the subdivision.

- O. Garbage and trashcans and woodpiles must be located so that they shall not be visible from streets and common areas. Neither clotheslines, structures or other devices will be permitted without the written approval of the Architectural Committee.
- P. Only real estate signs will be allowed on any lot and not exceeding (3) feet in any dimension.
- Q. All construction shall be completed within one (1) year.
- R. No tree having a diameter of excess of two (2) inches shall be cut unless approved in writing by the Developer.
- S. There shall be no water wells bored or dug on any lot in the subdivision.
- T. On-street parking shall not be allowed in the subdivision except for temporary overflow parking. On-street parking shall not be allowed overnight.

#### 5. SET BACK LINES, LOCATION AND SIZE OF IMPROVEMETS AND BUILDING PLOTS

- A. Developer must approve all setbacks. There will be a 50' setback on rear property line on Lots 3,4,5,6, & 7. Driveways are permissible on setback property.
- B. All buildings shall face toward the front of the lot line, and buildings and garages to be constructed on corner lots shall be located and face in the direction designated by the Developer.
- C. All residences must have a garage either attached or detached. All garages must contain a minimum of four hundred fifth (450) sq. ft. for the parking or storage of vehicles. Any additional space over this minimum will be considered storage space. Each residence must have

- a minimum of one hundred twenty (120) sq.ft. of non-heated storage at ground level for miscellaneous personal property.
- D. All visible barriers, to include walls, fences, or shrubbery (over four (4) feet in height) must have the written approval of the Developer. Any barrier erected without the written approval of the Developer will be removed at the property owner's expense and permission to do so is expressly granted to the Developer by the property owner.
- E. No lot shall be subdivided or its boundaries changed without the written consent of the Developer, which may be withheld for any reason whatsoever. In such event, said written consent shall be recorded in the Office of the Clerk of Court for Anderson County, SC. In the event that any portion of any lot is combined with any other lot, a new plat, approved by the Developer, shall be recorded showing said name. In such event, such new lot shall be thenceforth considered to be a single lot for purposes of assessments, and all other purposes under these restrictive covenants, and said new lot shall not thereafter be re-subdivided without the consent of the Developer, which may be conditioned on such reasonable conditions as the Developer may deem proper in its sole discretion.
- F. Nothing contained herein shall be construed to prohibit the use of more than one lot or portions of one or more lots as a single residential building site. In such event the Developer shall have sole authority to determine the set back lines, re-route utility and drainage easements, and determine the direction that the structures will face, their location on the site, and any other matter as to the conformity and harmony of the structure with the remainder of the subdivision. These matters must be approved in writing by the Developer prior to construction.
- G. No grading or filling which would significantly change the elevation of any lot shall be done without the prior consent of the Developer.
- H. All residences in the subdivision will contain no less than seventeen hundred fifty (1750) sq.ft. of heated floor space exclusive of porches, garages, and breezeways. In computing square footage, credit shall be given for one-half the square footage of a basement that is finished and heated. All residences with two (2) or more stories above ground must contain a minimum of twelve (1200) sq.ft. of heated floor space on the ground level and a minimum of sixteen hundred (1600) sq.ft. above the basement level.
- I. All driveways are to be constructed using concrete.
- J. The Developer shall designate the mailbox design. Any deviation must be in approved in writing. No separate box or other form of receptacle for the use of delivery of newspapers and magazines shall be permitted.
- K. No plants, trees, or underbrush may be cleared or removed from the areas designated as "undisturbed buffer zones" on the subdivision plat referenced above, unless previously approved by the Architectural Committee in writing.

## 6. ARCHITECTURAL COMMITTEE

- A. All appointees will serve at the discretion of the Developer. The initial member of the Architectural Review Committee shall be James M. Jones.
- B. No structure, including without limitation residential structures, garages, barns, storage buildings, outbuildings, energy producing devices, greenhouses, pools, tennis courts, fences, walls, outbuildings, boundary and patio walls, walks, driveways or other structures shall be erected, altered, placed or permitted to remain on any site or common areas in the subdivision unless and until the building plans drawn to one-fourth inch scale with front and rear elevation (side elevations, if requested by the Developer), specifications, exterior finish schedule and plot plans showing the location of any and all structures have the written approval of the Developer. In addition, the Developer's approval shall be required for the following: (1) Any additions to or changes in existing structures on the lot shall also require the Developer's approval. (2) The location and directional orientation of the principal residence, garages, barns, storage buildings, outbuildings, energy producing devices, greenhouses, pools, tennis courts, fences, walls, outbuildings, boundary and patio walls, walks, and/or driveways on the subject property. In approving or disapproving the submitted plans, consideration will be given to the conformity and harmony of external design with existing structures in the subdivision and to location of any structure with respect to topography, restrictive covenants, finished ground elevation, and relationship with other structures on the site, surrounding lots and common areas. In addition, a landscape development plan must be submitted and approved by the Developer.
- C. The Developer shall approve or disapprove any of the foregoing within fifteen (15) days after the plan with all supporting documentation has been submitted. The Developer and/or Architectural Committee shall have the right to refuse approval for any plans, specifications, schedule of materials, plot plans and landscape development plans, which in its opinion and discretion are not suitable or desirable. Upon approval or disapproval of any proposed construction or alteration, the committee shall confirm its finding to the applicant in writing. No construction or alteration of the site and common areas shall occur until written approval is granted by the Architectural Committee.

## 7. CONSTRUCTION REQUIREMENTS



- A. All work on any structure in the subdivision must be performed by a building contractor properly licensed by the State of SC and in good standing at the time of construction. All construction must meet all county and state building codes, and in no event shall a structure be placed within the subdivision, which does not meet, as a minimum, the requirements as set forth by the council of American Building Officials. (CABO).
- B. Easements for the installation and maintenance of utilities and drainage facilities are reserved to the Developer, their heirs and assigns, along the front, side and rear of each lot line. Said easements shall run over twenty (20') feet from the front lot lines, over the ten (10') foot area on either side of all interior lot lines, and over a fifteen (15') foot area adjacent to all rear and exterior lot lines.
- C. In addition, drainage easements are reserved to Developer, their heirs and assigns, along the areas specified on the subdivision plat described above.
- D. Each owner is responsible for requiring the general contractor or subcontractor working on his property to keep all material, paper and trash properly stored and is additionally responsible to keep any construction debris, including mud from construction vehicles, from fouling the private streets. Any such debris deposited on the streets will be removed by the owner at the owners expense within twenty-four (24) hours. Any damage caused by the lot owners action or his contractor shall be replaced or repaired to the satisfaction of the Developer, and in the event the homeowner fails to do so within a reasonable time, the Developer may make such repairs or replacements and charge same to the homeowner. In the event, the payment for such repairs/replacement shall be secured by a lien on the homeowners' property in favor of the Developer, which lien shall include reasonable attorneys fees for enforcing the provision of this subparagraph.
- E. All sewage disposal systems will be designed, located, and constructed in accordance with the requirements, standards, and recommendations of the Anderson County Health Department and the State of SC. Approval of the sewage disposal system will be obtained from the County Health Department prior to installation.
- F. No lot or common area shall be used or maintained as a dumping ground for rubbish. Each owner is required to keep his property in a neat manner, free of trash, rubbish, and debris. All waste shall be kept in containers and such containers shall be screened so as not to be visible from the streets or public areas. All grass shall be regularly and neatly cut, and all landscaping shall be regularly and neatly maintained.
- G. All new residences are required to install the basic landscaping plan as approved by the Developer and/or Architectural Committee in Paragraph 6 above within one (1) year from the beginning of

construction. Shrubberty must be trimmed to reasonable limits, so that air circulation or view from surrounding property will not be adversely affected nor traffic hazards created. Prior to construction, each owner is responsible to keep vegetation to a height not to exceed twenty-four (24) inches. If the property is not so maintained the Developer has the right to maintain the property and charge the owner for the maintenance, and permission to do so is expressly granted to the Developer. If the owner fails to pay for the maintenance service within thirty (30) days after billing, the Developer may place a lien against the property.

- H. All electrical service shall be through underground service with each lot owner paying the cost of this service from his or her nearest transformer. No overhead service shall be permitted except where required by the utility company.

#### 8. HOMEOWNERS ASSOCIATION

At any point, following the closing of five (5) lots, the homeowners may decide to establish a Homeowners Association consisting of individual lot owners. At the Developer's discretion, after a minimum of five (5) lot closings, he may determine when to delegate any portion or all duties to the Homeowners Association. If a Homeowners Association is not formed, duties may be turned over to the appointed Architectural Committee. The Developer has the discretion to turn the maintenance of the access and buffer zones over to the Homeowners Association or Architectural Committee following the closing of five (5) lots, until that time maintenance will be the responsibility of the Developer.

#### 9. WATER TAPS

The water taps are the responsibility of the purchaser. If water taps are already in place, the purchaser will reimburse the developer for actual expenses at closing. The Developer shall have a lien on the property to secure such reimbursement. In the event any lot owner fails so to reimburse the Developer for such water tap, such lot owner shall also be liable for the Developer's attorney's fees, expenses and costs incurred in enforcing this provision, which shall also be secured by said lien.

#### 10. LIMITED ACCESS

Access for the purposes of ingress and egress in the subdivision shall be limited to those streets and roadways so designated on the subdivision plat. No lot owner shall use or allow his lot to be used for ingress or egress to or from adjoining property or to or from previously

exiting or future streets abutting any lot. Each lot owner may access the access and buffer area from his or her said lot only.

11. TERM

These covenants are to run with the land and shall be binding on all parties and all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change the said covenants.

12. CHANGE OR AMENDMENT

The terms and provisions of these covenants may be changed or amended by an instrument in writing signed by the Developer or upon the consent of a two-thirds (2/3) majority of the lot owners in the subdivision and the Developer. In determining said 2/3 majority, the owner(s) of each lot in the subdivision, including the Developer herein, shall have one vote for each lot owned. In the event the Developer has been dissolved or otherwise ceases to exist, the then Developer's consent to such amendment shall no longer be required.

13. ENFORCEMENT


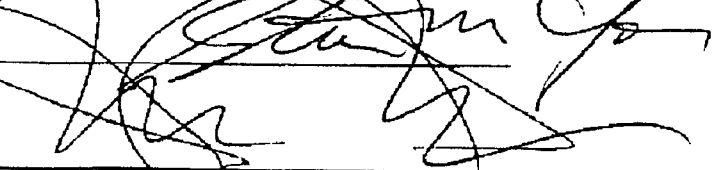
Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, either to restrain violation or to recover damages.

14. SEVERABILITY

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

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

  
  
James M. Jones

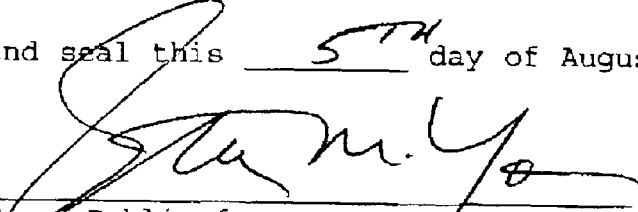


STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

NOTARY PUBLIC  
STEVEN M. YON  
1000 BROADWAY  
ANDERSON, SC 29624  
185.00 per year

I, Steven M. Yon, a notary public for the State of South Carolina, do hereby certify that James M. Jones personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 5<sup>TH</sup> day of August, 2005.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 5/11/2014

050024691 8/05/2005 03:50:55 PM  
FILED, RECORDED, INDEXED  
Bk: 06881 Pg: 00210 Pages:009  
Rec Fee: 15.00 St Fee:  
Co Fee:  
REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon