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STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)

DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS

THIS DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS (the "Declaration") made this 20th day of July, A.D., 2005.

I. PRELIMINARY STATEMENT

1.1 Normandy Arms, LLC owns approximately 8.65 acres of land at or near the southwestern side of the intersection of Holly Creek Drive with East Greenville Street in the City of Anderson, County of Anderson, State of South Carolina; and,

1.2 Robert C. Williams owns a contiguous lot of land containing approximately one (1) acre located at the intersection of the southwestern side of Holly Creek Drive with East Greenville Street; and,

1.3 Normandy Arms, LLC and Robert C. Williams have petitioned the City of Anderson to rezone all or some of the combined tract of land located between Holly Creek Drive Subdivision and East Greenville Street along the southwestern side of Holly Creek Drive; and,

1.4 To induce the property owners of Holly Creek Subdivision to support the Rezoning Application of Normandy Arms, LLC and Robert C. Williams, the undersigned have made this Declaration of Easements and Restrictive Covenants for the benefit and protection of each and every property owner in Holly Creek Subdivision.

II. DEFINITIONS AND MEANINGS

In addition to any other terms whose definitions are fixed and defined by this Declaration of Easements and Restrictive Covenants, each of the following defined terms, when used in this Declaration of Easements and Restrictive Covenants with an initial capital letter, shall have the meaning ascribed thereto by this Paragraph II:

2.1 "Barrier" means a site and/or access barrier created or constructed in the Easement Area composed of vegetation, flowers, shrubs, trees, ornamental fencing or other structure that is designed to shield the view of and obstruct access to the Property from Holly Creek Drive.

2.2 "Beneficiary" means collectively all owners of residential lots in Holly Creek Subdivision, including their designated representative or representatives.

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2.3 "Commercial Property" means that area of the Property that fronts on East Greenville Street and extends back therefrom for a distance of four hundred sixty-six (466.00) feet and has been or will be zoned for Neighborhood Commercial Use.

2.4 "Covenants" means the restrictive covenants hereinafter imposed on the use of the Property or on any part thereof.

2.5 "Declarant" means collectively, Declarant No. 1 and Declarant No. 2.

2.6 "Declarant No. 1" means Normandy Arms, LLC, a South Carolina Limited Liability Company and its successors and assigns.

2.7 "Declarant No. 2" means Robert C. Williams and his heirs, personal representatives and assigns.

2.8 "Declarant No. 1 Property" means those certain lots of land described in Exhibit No. "1" attached hereto and made part hereof by this reference.

2.9 "Declarant No. 2 Property" means those certain lots of land described in Exhibit No. "2" annexed hereto and incorporated herein by this reference.

2.10 "Declaration" means this Declaration of Easements and Restrictive Covenants, together with all exhibits attached hereto.

2.11 "Easement Area" means, except as provided in and subject to the provisions of this Declaration, an exclusive and perpetual easement in favor of the Beneficiary over across and through the northeastern most seven (7) feet of the Property, being that property that is contiguous to the southwestern side of the right of way for Holly Creek Drive, so that the Beneficiary may maintain the Barrier for the benefit of property owners of Holly Creek Subdivision and as a place or to relocate the Entrance Sign.

2.12 "Entrance-way No. 1" means the existing drive (with two entrances) to and from Holly Creek Drive and the Declarant No. 2 Property.

2.13 "Entrance-way No. 2" means an entrance to be created by Declarant No. 1 to and from Holly Creek Drive and the Residential Property at the location, on the Residential Property, to be determined by Declarant No. 1 in its sole discretion.

2.14 "Entrance Sign" means the existing entrance sign for Holly Creek Subdivision that is presently located near the center line of Holly Creek Drive and near the intersection of Holly Creek Drive with East Greenville Street.

2.15 "Owner" means the owner of any part or all of the Property.

2.16 "Property" means the aggregate area of the Declarant No. 1 Property and the Declarant No. 2 Property.

2.17 "Residential Property" means that area of the Property that is located more than four hundred sixty-six (466.00) feet from East Greenville Street and is or will be zoned by the City of Anderson as RM10 property.

III. USE OF EASEMENT AREA

3.1 Subject to the limitations, reservations and provisions of Paragraphs 3.2, 3.3, 4.1 and 5.2 hereinafter, the Beneficiary shall have the exclusive and sole right, at the Beneficiary's expense, to use the Easement Area to create the Barrier for the purpose of shielding the view of the Property from Holly Creek Drive and to obstruct access between Holly Creek Drive and the Property, except as expressly provided and permitted in this Declaration.

3.2 The right of the Beneficiary to create a Barrier within the Easement Area is restricted to the condition that no barrier shall be created or suffered to exist within one hundred (100) feet of the intersection of Holly Creek Drive with East Greenville Street that exceeds five (5) feet in height above the road surface of Holly Creek Drive.

3.3 The Declarant has reserved and expressly hereby reserves the right to enter, use and traverse the Easement Area for the purpose of installing, maintaining and replacing utility lines and appurtenant apparatus and storm water drainage systems, so long as such entry and use thereof shall not unreasonably interfere with the use of the Easement Area by the Beneficiary for the intended purpose.

3.4 The Easement Area shall be included in and used as part of the setback area required by zoning and building ordinances and codes of the City of Anderson.

IV. RIGHT TO USE ENTRANCE-WAY NO. 1

4.1 So long as the residential house remains on the Declarant No. 2 Property, the Declarant and the Declarant's assigns, tenants and invitees shall have the unrestricted right to use the Entrance-way No. 1 for purposes of accessing Declarant No. 2 Property from Holly Creek Drive.

4.2 In the event the residential house that is presently located on the Declarant No. 2 Property is relocated to another location, the reserved right to use Entrance-way No. 1 shall terminate.

V. USE OF ENTRANCE-WAY NO. 2

5.1 The Declarant has reserved and expressly reserves the right and authority at any future date to create the Entrance-way No. 2 up to a maximum width of fifty (50) feet, at such location on the Residential Property as in its sole discretion it shall determine.

5.2 When the Declarant elects to begin construction of the Entrance-way No. 2, the Easement Area along the Entrance-way No. 2 shall forthwith terminate so long as the Entrance-way No. 2 remains in place.

VI. TEMPORARY RESTRICTIONS ON USE OF DECLARANT NO. 2 PROPERTY

6.1 So long as the residential house remains in place on the Declarant No. 2 Property, said property shall be used only for single-family residential purposes; and,

6.2 In the event the existing residential house on the Declarant No. 2 Property is relocated, the restrictions created in subparagraph 6.1 shall forthwith expire, terminate and no longer restrict the use of the Declarant No. 2 Property.

VII. RESTRICTIONS ON USE OF RESIDENTIAL PROPERTY

The Declarant imposes the following restrictive and protective covenants on the Residential Property defined in Paragraph 2.17 of this Declaration:

7.1 Use of the Residential Property is restricted to single-family residences. "Single-family residences" when used in this Declaration includes, but is not limited to patio homes (with zero lot lines) and condominiums created and developed pursuant to the South Carolina Horizontal Property Act.

7.2 No single-family residence constructed with exterior siding made of vinyl material.

7.3 No residence constructed on the Residential Property shall exceed two and one-half stories in height.

7.4 All single-family residences shall be constructed in conformity and compliance with applicable zoning and building codes.

VIII. RESTRICTION ON ACCESS TO HOLLY CREEK DRIVE

Except for the right to use Entrance-way No. 1 as provided in Paragraph IV hereinbefore and the right to use of Entrance-way No. 2 as provided in Paragraph V hereof, access to Holly Creek Drive shall be restricted as follows:

8.1 No access-way for vehicular traffic shall be permitted or suffered to exist upon the Residential Property, or any part thereof, that allows, enables or permits vehicular traffic from either the Commercial Property or any other property that adjoins the Residential Property to temporarily or permanently access Holly Creek Drive across the Residential Property from the Commercial Property or any other property adjoining the Residential Property.

8.2 No access-way for vehicular traffic shall be permitted, allowed or suffered to exist or remain on the Commercial Property that will enable, permit or provide ingress and egress to and from Holly Creek Drive and the Commercial Property, either temporarily or permanently.

IX. USE OF EASEMENT AREA FOR ENTRANCE SIGN

9.1 Declarant grants Beneficiary the right to relocate the Entrance Sign from its existing location into the Easement Area; and,

9.2 In the event the Beneficiary cannot, for any reason, locate the Entrance Sign within the Easement Area, Declarant shall designate an alternate site on the Property near the intersection of East Greenville Street and Holly Creek Drive on which the Entrance Sign may be relocated.

X. MAINTENANCE OF EASEMENT AREA

10.1 Declarant shall have no duty to maintain the Easement Area or to defray any costs associated with maintenance of the Easement Area.

10.2 Beneficiary by acceptance of the Easement Area agrees at its expense to maintain the Easement Area in an attractive condition.

XI. BINDING EFFECT

11.1 The rights hereunder shall inure to the benefit of and bind the Declarant and the Beneficiary and its, his/her and their successors, personal representatives, heirs and assigns;

11.2 Any beneficiary availing himself of any rights or benefits hereunder, including the right to enforcement of this Declaration, thereby agrees to be bound by any obligations imposed upon an enforcing party hereunder.

XII. ENFORCEMENT

This Declaration may be enforced by the Declarant and the Beneficiary and its, his and their, successors, heirs, personal representatives and assigns against any person or

entity having obligations hereunder. The non-defaulting Declarant or Beneficiary, or its, his and their successors, heirs, personal representatives and assigns shall be entitled forthwith to full and adequate relief by injunction and/or all such other legal and equitable remedies for the consequences of such breach. If any party, or person benefited hereby, institutes any litigation to enforce any of the terms, covenants, conditions, easements and restrictions set out in this Declaration, the prevailing party in such litigation shall be entitled to collect court costs and reasonable attorney's fees from the non-prevailing party.

XIII. TERM

Unless otherwise canceled or terminated, this Declaration and all the easements, covenants, restrictions, rights, benefits and liabilities created under this Declaration shall be deemed to be perpetual and shall continue in full force and effect until terminated or released by the recordation in the Office of the Register of Deeds for Anderson County, South Carolina of a written instrument executed by all owners whose parcels are benefited by such easements and other provisions hereof. Until such termination, cancellation or release, all such easements, covenants, restrictions, rights, benefits, obligations and liabilities created in this Declaration shall be perpetual easements and shall be deemed Covenants and Easements running with and binding upon the land and appurtenances to the dominant estate.

XIV. CLOSING OF ROADS

The Declarant and any successor and assign of the Declarant shall have the right from time to time to temporarily close any roadway or walkway on any parcel of the Property for a reasonable period of time to avoid the granting by prescription of any absolute rights in any roadways.

XV. MODIFICATION; CANCELLATION

This Declaration may be modified or cancelled only by written consent of all entities or persons that qualify as a Declarant or Beneficiary from time to time, which consent shall not be unreasonably withheld or delayed.

XVI. GENDER

As used in this Declaration, the singular shall include the plural, the singular and the use of any gender shall be applicable to all genders, as the context may require.

XVII. HEADINGS

Headings are for convenience or reference only and shall not affect meanings or interpretations of the contents of this Declaration.

XVIII. GOVERNING LAW

This Declaration shall be governed by the laws of the State of South Carolina.

XIX. SEVERABILITY

If any term or provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such terms or provisions to person or circumstances, other than those as to which it would become invalid or enforceable, shall not be affected thereby, and such term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

XX. MORTGAGES

Any mortgage encumbering any portion of the Property shall at all times be subordinate to the terms of this Declaration and any party foreclosing any such mortgage or acquiring title by deed in lieu of foreclosure shall acquire title subject to all of the terms and provisions of this Declaration.

XXI. WAIVER

No delay or omission by any entity or person having a right to enforce any part of this Declaration in the exercise of any right, occurring upon any default of any other person shall impair such right or be construed as a waiver thereof, unless expressly waived in writing by such Declarant or Beneficiary. A waiver of any Declarant or Beneficiary of a breach of, or a default in, any terms and conditions of this Declaration by any other Declarant or Beneficiary shall not be construed to be a waiver of any subsequent breach of or default in the same or in any other provisions of this Declaration. The exercise by any Declarant or Beneficiary, or the beginning of the exercise by any Declarant or Beneficiary, of any one or more of the rights or remedies provided for in this Declaration, now or hereafter existing at law or in equity, shall not be considered as an election of remedies so as to preclude the simultaneous or subsequent exercise by such Declarant or Beneficiary of any other right or remedy for such breach.

IN WITNESS WHEREOF, the Declarant has executed this Declaration under seal the day and year first written above.

In the presence of:

Normandy Arms, LLC

By:

Brenda K. Saylor
Brenda K. Saylor

By:

Dianne H. King
Dianne H. King
Its: Authorized Members

Robert C. Williams
Robert C. Williams
Declarant

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON) ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 31st day of July, 2005.

Theresa H. Osbell
Notary Public for South Carolina
My Commission Expires: 8/8/11

EXHIBIT "1"

ALL of those lots, parcels or tracts of land on the northwestern side of East Greenville Street (S.C. Hwy. 81) in the City of Anderson, County of Anderson, State of South Carolina containing 8.65 acres, more or less, and being shown as Parcels B & E on a plat surveyed at the request of Robert C. Williams by Farmer & Simpson Engineers from a survey made July 1, 1998 and recorded in the office of the Register of Deeds for Anderson County, South Carolina in Plat Slide 908, at page 10, and being described thereon as follows: BEGINNING at an iron pin (1" pipe) on the northwestern side of the right of way for East Greenville Street, said point being the joint front corners of property of T. S. McConnell Estate and property herein described; thence N 32-47-28 W 375.94 feet to iron pin (1" pipe); thence N 32-47-00 W 322.40 feet to iron pin corner (1 1/2" pipe); thence N 26-38-00 E 696.00 feet to iron pin (1" pipe) on the southwestern side of the right of way for Holly Creek Drive; thence in a southeasterly direction along the right of way for Holly Creek Drive the following courses and distances, to-wit: S 32-07-00 E 180.30 feet to iron pin (1" pipe); thence S 32-46-00 E 178.60 feet to iron pin (1" pipe) corner; thence S 56-58-13 W 142.00 feet to iron pin (1" pipe) corner; thence S 15-03-06 E 116.95 feet to iron pin (1" pipe); thence S 65-03-29 E 100.41 feet to iron pin (3/4" pipe); thence S 68-35-26 E 189.29 feet to iron pin (1/2" rod) corner on the northwestern side of East Greenville Street; thence in a southwesterly direction along the northwestern side of the right of way for East Greenville Street the following courses and distances, to-wit: S 26-44-49 W 493.47 feet to iron pin (1" pipe); thence S 26-46-38 W 183.64 feet to the beginning corner.

TMS#: 148-10-02-002

This is the same property conveyed unto the Grantors herein by deed of Robert C. Williams dated July 15, 1998 and recorded July 16, 1998 in the office of the Register of Deeds for Anderson County, South Carolina in Records Book 3024, at page 267.

EXHIBIT "2"
PROPERTY DESCRIPTION

Parcel No. 1: All of that certain lot of land on the southwestern side of Holly Creek Drive in the City of Anderson, County of Anderson, State of South Carolina, containing 0.61 acres, more or less, and shown on a plat made by Farmer & Simpson Engineers, dated July 13, 1981 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book 88 at page 980, a copy of which is attached hereto as Exhibit 1-A, the terms and provisions of which are incorporated herein by this reference.

Parcel No. 2: All of that certain lot of land at the southwestern corner of the intersection of Holly Creek Drive with S.C. Highway 81 in the City of Anderson, County of Anderson, State of South Carolina containing 0.26 acres, more or less, and being shown on Parcel D on a plat made by Farmer & Simpson Engineers, Inc., a copy of which is attached hereto as Exhibit 1-B, the terms and provisions of which are incorporated herein by this reference.

This is a portion of the property conveyed unto Robert C. Williams by deed of John H. Williams dated June 19, 1975 and recorded in the Office of the Register of Deeds for Anderson County, South Carolina on June 8, 1975 in Deed Book 17-Z at page 438.

TMS No.: 148-10-02-038

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REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon