

STATE OF SOUTH CAROLINA }
COUNTY OF ANDERSON }

RESIDENTIAL AREA COVENANTS

WHEREAS, First National Bank of South Carolina, Trustee of Trust B under the Last Will and Testament of David J. Watson, of the County of Anderson State of South Carolina, is the owner of the property hereinbelow described and whereas First National Bank of South Carolina, Trustee of Trust B under the Last Will and Testament of David J. Watson, is desirous of developing said property into a subdivision known as Towne Creek Cove, a plat of Towne Creek Cove having been made by Farmer and Simpson Engineers, dated September 1, 1977, duly of record in the Office of the Clerk of Court for Anderson, S. C., in Plat Book _____ at Page _____, being evidence of same.

Now that the subdivision has been established, it is the desire of First National Bank of South Carolina, Trustee of Trust B under the Last Will and Testament of David J. Watson, as Owner to place certain restrictive covenants on said property in order that said property may be developed in an orderly manner.

NOW, THEREFORE, First National Bank of South Carolina, Trustee of Trust B under the Last Will and Testament of David J. Watson, as Owner of the lands described as Lots Nos. 1 thru 46, and Lots A, B & C of Towne Creek Cove as shown on the above mentioned plat; and

WHEREAS, this tract of land as subdivided into the abovementioned lots is intended for residential purposes;

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of the lots of land included in said area on said plat, First National Bank of South Carolina, Trustee of Trust B under the Last Will and Testament of David J. Watson, Owner, does hereby impose the following protective and/or restrictive covenants which shall be applicable to all of the lots as shown on the abovementioned plat,

as hereinbelow stated.

I. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes and only one single family residence shall be erected, altered, placed or permitted on any lot, and other improvements as stated herein.

II. DWELLING LOTS, QUALITY AND SIZE.

A. There shall be no dwelling erected on any one of said lots costing less than Fifty Thousand and No/100 (\$50,000.00) Dollars, based upon today's cost of labor and materials, it being the intent and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size; and, or

B. There shall be no dwelling erected on any one of said lots having less than a minimum of 1750 square feet of heated area. In the event that a garage or carport is erected on said property, the garage or carport must have doors if said garage or carport faces the street.

C. It is the intent of this paragraph pertaining to "Dwelling Lots, Quality and Size", that a house erected in said subdivision on any one of the lots therein either:

1. Cost at least \$50,000.00 based upon a cost factor as of the date of recording these covenants as stated above, or

2. That the dwelling erected thereon shall have at least 1750 square feet of heated area as stated above.

These covenants will be considered met if said dwelling meets either of the criteria as stated above in paragraphs C. 1 and 2.

III. SUBDIVISION OF LOTS. No lot shall be subdivided, or its boundary lines changed except with the written consent of the Owner; however, the Owner hereby expressly reserves to it, its Successors in Office and Assigns.

the right to replat any two or more lots shown on the plat of said subdivision in order to create a building plot or building plots each larger in size than any one of the lots so subdivided or replatted.

IV. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat, and also there is reserved along each side interior line a five (5') foot easement in width and over the rear boundary line of each lot a ten (10') foot easement of said utility purposes.

V. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors.

VI. A. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tents, shack, garage, barn, or other outbuildings shall be used or left on any lot at any time as a residence either temporarily or permanent, nor will it be permissible to stock pile 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.

B. MOBILE HOMES. No mobile home of any type, whether on wheels or jacks or permanent foundation will be allowed in this subdivision regardless of cost. No trailer homes will be allowed to be permanently parked or kept on said premises for longer than overnight.

C. ABANDONED AUTOMOBILES. No abandoned or unsold cars or vehicles of any type shall be allowed to be parked on the drives, lots or streets in said subdivision.

VII. CONSTRUCTION. Any structure must be completed within one (1) year after the initial construction has been commenced.

VIII. 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.

IX. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

X. HOBBY SHOP AND BEAUTY PARLOR. No lot or residence shall be used as a hobby shop or beauty parlor or for any commercial usage of any sort.

XI. The grass shall be kept cut or mowed.

XII. 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 and shall be screened so as not to be visible.

XIII. ARCHITECTURAL CONTROL.

A. No building shall be erected, or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Optionee and Developer 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; however, in no event shall any building be erected closer than fifty (50') feet of the front lot line, except on a corner lot where thirty-five (35') feet is acceptable, nor may any building be erected within fifteen (15') feet of a side or interior lot line.

B. No fence, wall or barrier shall be erected, placed or altered on any lot unless similarly approved by the Owner.

C. Any detached garage or other outbuilding erected shall be at least 75 feet from the front lot line and no nearer than five (5') feet to any side or rear lot line. Location of any detached garage or other outbuilding, as well as design, either as a part of the original residence design or a later addition, must receive the approval in writing of the Architectural Committee

D. No grading or filling which would change the elevation of any lot shall be done unless approved by the Owner.

XIV. A. The Owner herein makes specific reference to Lot C on said plat and states that said lot shall remain as shown on said plat for the belowmentioned term of years and shall be maintained by said Owner and may be used as a part of the street designated Towne Creek Trail, or as a buffer zone, or may be sold to a third party and be used as part or parts of a residential lot or lots facing on Towne Creek Trail. In the event that any portion of or all of Lot A should be used as a part of a lot or lots facing said Towne Creek Trail, Owner herein states that Lot A and the adjoining lot or lots must be residential in nature and that similar restrictive residential covenants must be imposed on Lot A and adjoining lots. The Owner herein states that this must be done in order to ensure that if any additional lots are allowed to face on Towne Creek Trail that said lots and any buildings erected thereon will be subject to restrictive residential covenants similar to the within Protective Covenants.

B. The Owner herein makes specific reference to Lot A on said plat and states that said lot shall be conveyed to Hughes Water Systems, Inc. as a part of the water system layout to be used by Hughes for a tank storage lot.

C. The Owner herein makes specific reference to Lot B on said plat (well lot) and states that said lot shall be used for a well lot to afford water to said subdivision and shall be conveyed to Hughes Water Systems.

Inc. as a part of said water system.

In the event said Lots A and B should, at same date, no longer be needed for said water, the within residential covenants would apply.

XV. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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

XVII. SEVERABILITY. Invalidity 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.

XVIII. 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, the Owner 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.

XIX. It is specifically understood that these covenants 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 any time by the consent, in writing, of a majority of the owners of the lots in said tract; provided, however, the Owner herein specifically reserves the right to amend or modify the requirements (i) of Paragraph XIII (A) as to Set Back lines; and (ii) the requirement of Item II above provided that no more than a twenty (20%) percent change pertaining to Item IIA and and Item IIB be made.