

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)

RESTRICTIVE COVENANTS
 FOR MCCLAIN FARMS

The undersigned, Wachovia Bank, N.A., Personal Representative of the Estate of Doris R. McClain and as Trustee of the Testamentary Trust of Doris R. McClain (See Anderson County Probate File number 2004ES041013), hereinafter referred to as Declarant, owner of tracts or lots of land known as "McClain Farms", as are shown on a plat prepared by Nu-South Surveying, Earl B. O'Brien, Reg. L.S. Number 10755, dated December 7, 2005, and of record in the Office of the Register of Deeds for Anderson County, South Carolina in Plat Book _____ at Page _____, deems it to be in the best interest of the Estate/Trust and the future owners of said property to subject same to the protective covenants, restrictions, reservations, servitudes and easements as are hereinafter set forth, all of which are for the benefit of said property and shall apply to and bind every present and future owner of said property and each of their heirs, successors and assigns:

NOW THEREFORE, Declarant hereby declares that the above referenced real property is, and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, servitudes and easements as are hereinafter set forth.

I. USES PROHIBITED AND PERMITTED

LAND USE – Lots in "McClain Farms" are designated as single family residential lots, with one residence per platted lot. However, Declarant reserves the right to use all unsold lots for agricultural purposes.

1. No mobile homes or modular homes shall be placed or erected on any of the lots/tracts. No trailer, mobile home, tent, shack, garage, barn or other outbuilding shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence. All homes shall be stick built on site and shall have a roof pitch of not less than 6/12. Finished painting or staining is required. No satellite dish or other electronic transmission or receiving devise shall be installed in front of any permanent structure. All such

II. RESERVATIONS, SERVITUDES AND EASEMENTS

All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration are imposed upon said property for the benefit thereof and of the owners thereof as a part of the general improvement and maintenance of said property. Each grantee or purchaser under contract of sale or agreement of purchase accepts, subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration, and agrees to be bound by each such covenants, restrictions, reservations, servitudes and easements. Such covenants, restrictions, reservations, servitudes and easements shall run with the land without further notice for a period of twenty (20) years from the date of recordation. If within six (6) months prior to the end of the original term of twenty (20) years, a written agreement executed by a majority of the record owners of property within "McClain Farms", to change, modify, alter, waive or extinguish the subject covenants as to all or any part of the property subject to this declaration, same shall be changed as stated in such agreement.

1. In the event that any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years unless, and until, same are further changed, modified or extinguished in the manner herein provided.

III. VIOLATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES AND EASEMENTS

A breach or violation of any of the covenants, restrictions, reservations, servitudes or easements shall give to the Declarant the right to immediate entry upon the property upon which such violation exists and summarily to abate and remove at the expense of the owner thereof, any erection, structure, building, thing, or condition that may be or exists thereon contrary to this Declaration and to the true intent and meaning of the provisions hereof, and the Declarant shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, nor shall the

devices must be installed in the rear of the permanent structure and shall not be visible from the public street.

2. No noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on "McClain Farms" lots or any part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance or environmental hazard to the adjoining lots/tracts or their owners. No mining of any kind shall be permitted on any area of the property. No commercial use will be permitted on any area of the property.
3. Domestic pets may be kept in reasonable numbers on any of the platted lots in "McClain Farms". Ponies and horses may be kept in reasonable numbers on platted lots containing no less than two (2) acres. Animals allowed under the restrictive covenants shall be limited to numbers reasonable to the size of the owner's lot and shall be kept reasonably confined so as not to become a nuisance or danger to other property owners. No hogs, swine, poultry or other domestic farm animals may be kept on any lot in "McClain Farms". PROVIDED, HOWEVER, that the property shown and designated on the aforesaid Plat as Lots 16, 17, 18, 19, 20, 21, and 22, to be sold unto Donald W. Cleveland, shall be particularly exempt from this provision, to the extent that said property can be used for cattle grazing purposes. However, at such time as said property or any portion thereof is sold or ceases to be used for cattle grazing purposes, the aforesaid lots will no longer be exempt from and shall then be subject to, the use provision referred to hereinabove in this, Paragraph 3 of these Restrictive Covenants for McClain Farms.
4. No trash, garbage or other like household refuse shall be permitted on any part of the property, nor shall any owner accumulate or maintain on his/her or its property inoperable or junked vehicles or litter, refuse or garbage, or other unsightly materials, except in receptacles provided for such purpose. No outside refuse or trash burning shall be permitted. No camper trailer, motor home or other such units may be used as housing on any lot/tract, but may be kept for recreational purposes. No

junk cars, trucks or inoperable vehicle unless garaged, or other motor vehicle (with the exception of farm equipment), which does not have a current license plate shall be kept on any tract or lot for more than thirty (30) days. No tractor trailers may be parked or stored on or in front of any tract. Campers, trailers, motor homes, boats, jet skis, tractors, farm equipment and similar items must be stored in a dwelling's garage or outbuilding.

5. All single family residence dwellings shall have a minimum of 2,000 square feet, under roof with a minimum of 1,600 square feet of heated space, excluding garages and basement space. All homes must have a double garage, and no garage door shall face the public road unless approved by the architectural committee. The floor space required by this paragraph shall not include basements, porches, verandas, breezeways, or garages. Concrete block shall not be allowed in any construction unless said block is faced with brick, stucco, stone or "Hardie Board" siding or a similar engineered siding. Vinyl windows and soffits are permitted. All dwellings and/or building exteriors, together with its yard and/or lawn, shall be completed within 12 months from the start date of construction. All dwelling exteriors shall be faced with brick, stucco, stone or engineered siding. No vinyl, metal or asbestos siding shall be permitted on any dwelling exterior. No metal buildings shall be permitted on any lot and all outbuildings shall be fully enclosed and constructed of new materials. All driveways shall be paved with new asphalt or concrete.
6. No building shall be erected, placed or altered on any lot/tract in this subdivision until the building plans (including front, side and rear elevations), specifications (including construction materials), and plot plan showing the location of such building has been approved in writing by the Architectural Committee as to the conformity and harmony of external design with existing structures in the subdivision and as to the location of the building with respect to topography and finished grade elevation. Sherree Thrasher, Greg Heinz (Wachovia Bank, N.A., Vice President) or an authorized Wachovia Bank Trust Officer, or other representative designated by the Declarant

shall serve as the Architectural Committee. The Declarant reserves the right to increase or change the membership of the committee at any time. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate another representative to the Committee.

7. All sewage shall be disposed of through septic tank systems approved by the South Carolina Department of Health and Environmental Control unless public sewer is made available. In no event shall any septic tank be so located as to contaminate any creek, stream pond or adjoining lot.
8. No fence of any type, wall or hedge shall be erected in front of any single family residential dwelling which will exceed five feet in height. Chain link fencing can only be used to fence back yards. The front facing sections shall be installed no closer to the street than the mid point of the home. Front facing sections of chain link fencing shall be screened with wood or vinyl fencing. The architectural committee reserves the right to approve all fencing on all of the lots/tracts in "McClain Farms". All fuel oil tanks, gas tanks and other storage containers used in connection with a dwelling shall be placed underground or in an outbuilding or screened area consistent with normal safety precautions so that said tanks and containers are not visible from the road.
9. No cellular communications or transmission towers shall be allowed upon any area of the Property.
10. No lot/tract may be subdivided by anyone other than Declarant.
11. No above ground swimming pools shall be permitted on any lot or tract of land in "McClain Farms". No outside clothes lines are permitted on any lot or tract in "McClain Farms".
12. Vegetable gardens may only be planted behind any residence in "McClain Farms".

Declarant be liable for any damages occasioned thereby. The provisions of every remedy at law or equity against a nuisance, either public or private, shall be applicable against any such owner of any lot/tract and said public or private nuisance may be prohibited and enjoined by an injunction. Such remedy may be deemed cumulative and not exclusive where an action, suit or other judicial proceeding is instituted or brought of the enforcement of these covenants, restrictions, reservations, servitudes and easements. The losing party to such litigation shall pay all expenses, including reasonable attorney's fees incurred by the other party in such legal proceedings.

IV. RIGHT TO ENFORCE

The provisions contained in the Declaration shall bind and inure to the benefit of and be enforceable by the Declarant or by the owner or owners of any portion of said property, and each of their legal representatives, heirs, successors and assigns, and failure by the Declarant or by the owner or owners of any portion of said property or their legal representatives, heirs, successors and assigns, to enforce any of such covenants, restrictions, servitudes, and easements herein contained shall in no event be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

V. THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

In the event any clause, subdivision, term, provision or part of this Declaration should be adjudicated by final judgment in any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable shall remain in full force and effect, and each and all of the paragraphs, subdivision, terms, provisions, or parts of this Declaration are hereby declared to be severable and independent of each other.

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IN WITNESS WHEREOF, the parties have set their hand and seals
this 16th day of March 2006.

IN THE PRESENCE OF:

Wachovia Bank, N.A., Personal
Representative of the Estate of
Doris R. McClain and Trustee
of the Testamentary Trust of
Doris R. McClain

P. Scott Williams

Karen J. Haynes

BY: Aug. L. King
VICE PRESIDENT

DATE: MARCH 14, 2006

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that
(s)he saw the within named Wachovia Bank, N.A. sign, seal and as it's act
and deed deliver the within written Restrictive Covenants and that (s)he,
with the other witness subscribed above, witnessed the execution hereof.

Karen J. Haynes

SWORN to before me this 19th
Day of March, 2005.

P. Scott Williams
Notary Public for South Carolina
My Commission Expires: 10-18-14

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