

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

DECLARATION OF EASEMENTS  
AND PROTECTIVE COVENANTS

WHEREAS, AGNEW FARMS, LLC, (hereinafter, "Developer") is the owner of a certain tract of land situate in the County of Anderson, State of South Carolina to be developed as a residential subdivision and known as AGNEW FARMS, said tract of land being described as follows:

ALL, those certain pieces, parcels or tracts of land situate, lying and being in the County of Anderson, State of South Carolina, and being more fully shown as Lots 1 through 20 on a plat prepared by American Engineering and Surveying Company, Bryan D. Charlesworth, Surveyor, RLS #9313, dated September 16, 2003, of record in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Slide 1420 at Page 3+4.

This being that same property conveyed unto Developer by deed of Margaret Elizabeth Hopkins dated December 10, 2003, recorded Dec. 11, 2003 in the Office of the Register of Deeds for Anderson County, South Carolina, in Book 5901 at Page 212, and by deed of John D. Hopkins, Jr., dated December 10, 2003, recorded on December 11, 2003 in the Office of the Register of Deeds for Anderson County, South Carolina, in Book 5901 at Page 214.

WHEREAS, the use of said property is intended for residential purposes only and in order to protect said property as a residential development, and its use and enjoyment by the owners thereof, the undersigned desires to impose certain restrictive covenants and reserve certain easements,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the foregoing and the benefits flowing to the present and future owners of the lots included in said subdivision, the undersigned, AGNEW FARMS, LLC, does hereby impose the following protective and/or restrictive covenants and reserves the following easements:

1. **LAND USE AND BUILDING TYPE:** All lots in the aforesaid subdivision shall be designated as residential lots and shall be used exclusively for single family residential dwelling except any common area as designated by the Developer for streets or roadways which shall be shown on the plat above referred to. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height excepting a basement.

2. **DWELLING QUALITY AND SIZE:** No residence shall be constructed upon any lot containing less than one thousand eight hundred and fifty (1,850) square feet of heated floor space exclusive of porches, garages and breezeways. No two story residence shall be constructed containing less than one thousand two hundred (1,200) square feet of heated space on the first or ground floor. One story homes with finished and heated basements must contain not less than one thousand two hundred (1,200) square feet of heated space on the ground or first floor. All residences must have garages either attached or detached. All garages must contain a minimum of five hundred fifty (550) square feet of area for the storage of vehicles or boats.

3. **RESIDENCE LOCATIONS:** No residence or structure shall be erected on any lot nearer than sixty-five (65) feet to the front lot line, twenty (20) feet to an interior lot line and forty (40) feet to the rear lot line. Any variance must be in writing from the Architectural Control Committee. All residences and structures shall face toward the front lot line and residences and structures including garages to be erected on corner lots shall be located and face in the direction designated by the Architectural Control Committee.



4. **ARCHITECTURAL CONTROL COMMITTEE:** The Developer shall constitute the Architectural Control Committee and may appoint such other persons from time to time to said committee as it deems necessary. No structure, including without limitation residential structures, garages, storage building, energy producing devices, greenhouses, pools, tennis courts, fences, out buildings, boundary and patio walls, walks, driveways, or other structures shall be erected, altered, placed or permitted to remain on any lot and common area in this subdivision unless and until the building plans drawn to one-quarter inch scale with front and rear elevations (and side elevations if required by the Architectural Control Committee), specifications, exterior finish schedule and plot plan showing the location of any such building have been approved by the Architectural Control Committee in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of any building with respect to topography, restrictive covenants, finished ground elevation, and relationship with other buildings on the lot and common areas and any surrounding lots and common areas. The Architectural Control Committee shall approve or disapprove any of the foregoing within fifteen (15) days after such plans and specifications or other information have been submitted to it. In addition, a landscape development plan must be submitted and approved by the Architectural Control Committee. The Architectural Control Committee shall 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 Architectural Control Committee shall take into consideration the suitability of the proposed building improvement, the materials of which it is to be 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. Upon the approval or disapproval by the Architectural Control Committee of any proposed construction or alteration, the Architectural Control Committee shall issue to the applicant a written permit of either approval or disapproval. No construction or alteration of the lot(s) and common area shall occur until and unless such construction application is obtained and approved.

5. CONSTRUCTION REQUIREMENTS:

(a) All work on any residence or structure placed on any lot or common area in the subdivision must be performed by an building contractor properly licensed by the State of South Carolina and in good standing at the time of the construction.

(b) 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 of the Council of American Building Officials (CABO).

(c) Each owner during construction is responsible for requiring the contractor or any subcontractors constructing residences or other structures within the subdivision to keep all materials, scrap materials, paper and trash properly stored and maintained.

(d) No residences shall be placed upon any lot except a "stick-built" building to be constructed from the foundation upon the site. In no event shall any owner be permitted to move and place upon any lot either any existing building or any building which has been constructed, pre-cut, pre-fabricated or assembled elsewhere, provided this provision shall not be construed to prohibit pre-built trusses and other pre-built sections as may be approved by the Architectural Control Committee.

(e) The owner shall not permit any nuisance to occur during the construction period. During construction the owner shall indemnify Developer for any damage caused to the Developer in such construction, including damage to the subdivision streets.

6. SEWAGE DISPOSAL: Sewage disposal for all lots shall only be by septic tank approved by the South Carolina Department of Health until such time as a public sewage disposal system shall be available in the area.



7. **GARBAGE AND REFUSE DISPOSAL.** No lot or common area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in containers and such containers shall be screened so as not to be visible from the streets and public ways.

8. **LANDSCAPING AND MAINTENANCE OF LAWNS:** Lawns shall be kept in a neat manner and free of trash, rubbish and debris.

9. **MOBILE AND FACTORY BUILT PRECONSTRUCTED HOMES:** No mobile or factory built preconstructed home of any type whether on wheels, jacks or permanent foundation shall be placed on any lot. No dwelling, residence or other type of structure shall be moved onto any lot and remodeled or erected.

10. **BOATS, BOAT TRAILERS, CAMPERS AND RECREATIONAL VEHICLES::**  
All boats, boat trailers, campers and recreational vehicles, of every type and description shall be parked, stored and garaged in such a manner that they are not visible from any street or public way.

11. **TEMPORARY STRUCTURES AND OUTBUILDINGS:** No structure of a temporary character, tent, shack, metal storage building or any other type of outbuilding shall at any time be constructed, erected, or used on any lot in the subdivision for any reason whatsoever including a use as a temporary residence. A storage building, outbuilding, pool house or greenhouse may be approved by the Architectural Control Committee upon application being submitted with one-quarter inch scale drawings and specifications. No such structure shall be permitted prior to construction of the residence.

12. **SWIMMING POOLS:** No swimming pool, wading pool, or any other type structure which contains water used for recreational purposes shall be visible from any street or public way running in front of the lot on which said swimming pool, wading pool, or other structure is located. Location of a swimming pool, wading pool, or other structure

must be approved in writing by the Architectural Control Committee prior to construction and installation. Each lot owner shall provide a fence surrounding the installation and such fence shall be in accordance with the other provisions of these restrictive covenants pertaining to fences.

13. **NUISANCES:** No lot or tract shall be used in whole or in part for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No noxious or offensive activity shall be conducted or carried on upon any residential lot or other property subject to these restrictions nor shall anything be done thereon which may be or may become an annoyance, nuisance or menace to the subdivision and other lot owners.

14. **BUSINESS AND COMMERCIAL USE:** No lot or any part thereof shall be used for any business, commercial or public purpose.

15. **ANIMALS, LIVESTOCK AND POULTRY:** No animals livestock or poultry of any kind shall be raised, bred or kept on any lot except that horses, cats, dogs or other household pets may be kept, provided they are not bred or maintained for any commercial purpose. Any horse, cat, dog or other household pet is the responsibility of its owner who covenants not to allow said animal to be a nuisance to other lot owners and residents nor to allow said animal to prevent other lot owners, residents and their guests the enjoyment and beneficial use of the streets and paths of the subdivision. All household pets and horses shall be confined to the property of its owner unless otherwise accompanied by its owner. Horses may not be walked or ridden on the street of the subdivision.



16. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the above recited plat to be recorded. The owners of Tracts 1, 7 and 11 must maintain the storm water impoundments located thereon.

17. **CHANGE OF LOT SIZE:** The Developer hereby expressly reserves to it, its successors and assigns, the right to replat any two or more residential lots to be shown on the above recited plat of the subdivision for purposes of creating a building plot or site larger in size than any one of the lots as initially shown on said plat. No tract within the subdivision may be subdivided into smaller tracts with the following exceptions.

- a. Tracts 10 and 11 may be subdivided as long as each resulting tract contains at least 5 acres.
- b. Tracts 1, 2 and 4 may be combined and then subdivided as long as each resulting tract contains at least 1.5 acres.

18. **DRIVEWAYS:** It is the intent and desire of the Developer and the Architectural Control Committee to have all driveways constructed of concrete or asphalt, or other similar material, from the garage to the street. Any use of material other than concrete, asphalt or other similar material must be approved in writing prior to the installation and construction by the Architectural Control Committee

19. **FENCING:**

(a) The construction and installation of fences must have prior written approval by the Architectural Control Committee.

(b) All fencing on the front of any lot shall be "three-rail" fencing similar to that installed by the Developer along Agnew Road.

(c) Rear and side yards not fronting upon any public street may be enclosed by fencing constructed of a material and color that would be harmonious with the exterior of the residence, provided such fencing shall not exceed seventy-two inches in height. No chainlink or similar type of fencing shall be allowed.

(d) No fencing shall be constructed in a manner as to obstruct or diminish a clear view of streets or intersecting streets adjacent to any lot.

(e) Any fence or barrier erected without the prior written approval of the Architectural Control Committee will be removed at the property owner's expense and permission to do so is herewith expressly granted to the Architectural Control Committee by said owner.

20. **IMPROVEMENTS AND ADDITIONS:** Any improvements and/or addition to the original residence or dwelling must be submitted to the Architectural Control Committee and written approval must be given prior to the commencement of construction.

21. **USE OF MOTORIZED VEHICLES:** All motorized vehicles including but not limited to four wheeled motorized vehicles, three wheeled motorized vehicles and by way of further description and not by way of limitation, automobiles, pickup trucks, trucks, go-carts, three-wheelers, motorcycles, motorbikes and mopeds must contain a muffler system, to reduce noise in order not to create an annoyance or nuisance to the lot owners and subdivision by reason of their operation.

22. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except a sign advertising the property for sale or the signs normally used by building contractors to advertise during the construction and sales period. Any such sign shall not exceed three (3) feet in size or area.

23. **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.



24. RESOLUTION OF DISPUTES: The Developer shall be and is the sole judge as to the interpretation or construction placed upon any term or provision hereof in the event of a dispute the Developer's decision shall be a final determination on such interpretation on construction to be placed thereupon.

25. ENFORCEMENT: Enforcement of these covenants and any term or provision thereof shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any covenant or provision thereof either to restrain such violation or to recover damages caused by such violation. Should the Developer or a lot owner(s) be required to resort to any attorney and/or legal proceedings in order to enforce these restrictive covenants, the "at fault" owner shall pay the Developer's or lot owner's reasonable attorney fees and costs.

Dated at Anderson, South Carolina, this 10<sup>th</sup> day of December, 2003.

In the Presence of:

AGNEW FARMS, LLC

Darlene Dickerson  
[Signature]

John D. Hopkins, Jr.  
John D. Hopkins, Jr. Member

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

# ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the within John D. Hopkins, Jr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this  
the 10<sup>th</sup> day of December, 2003

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 1/21/10

030050600 12/11/2003 11:28:15AM  
FILED, RECORDED, INDEXED  
Bk:05901 Pg:00224 Pages:9  
Rec Fee:15.00 St Fee:0.00  
Co Fee:0.00  
REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon