

Covenants & Restrictions

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2. USE: No lot may be used for any purpose other than residential and no commercial activity may be conducted on such lot at any time except as stated in item 12 below.

3. BUILDING RESTRICTIONS:

(a) All lots shall be used, improved and devoted exclusively for residential use. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling which shall include an attached garage designed to accommodate no more than three (3) cars and not to exceed three (3) stories in height above the highest natural ground elevation existing under the foundation of same and not including more than one underground, one story basement or crawl space, unless the same shall be approved in advance by the Architectural Committee provided for herein. All buildings must be constructed on the lot. No modular or manufactured homes will be allowed.

(b) Each residence must contain a minimum of 2200 square feet of heated space. In the case of a one-story residence, the main floor shall contain not less than 2200 square feet of heated, finished living area. In the case of 1-1/2 or 2 story dwellings, the dwelling shall contain not less than 2200 of heated, finished living area with a minimum of 1800 square feet thereof on the first or main floor. For the purpose of this restriction, split-level and split-foyer homes shall be considered one-story residences. Heated, finished living space excludes basements, (whether daylight or underground), porches, breeze-ways, garages, patios, and greenhouses.

(c) No part of any residence shall be located nearer than 30 feet to the front line. Any detached garage, storage shed, swimming pool or other improvement (which does not include a fence) must be located no nearer than 60 feet to the front lot line. No improvements may be located any nearer than 10 feet to any side lot line and no nearer than 10 feet to the rear lot line. Provided, however, that the architectural committee may at its discretion amend the minimum set back lines as to any lot which has a configuration that would not readily accept application of these requirements.

(d) Exterior finishes may include brick, vinyl, stucco, wood or similar building components. Concrete blocks may not be exposed to the exterior unless plastered or stuccoed. Unpainted sheet metal may not be exposed to the exterior. All roof stacks and vents shall conform in color to the roofing material used. All building plans must be approved by the architectural committee.

(e) No structure or other improvement may be constructed until the plans and specifications showing the location of landscaping, driveways, walls and fences have been approved in writing by the architectural committee as to quality of materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

(f) No garage opening may face the front of the house. In the event that any lot is not suitable for this restriction, the architectural committee may grant a variance.

The architectural committee will give its approval or disapproval within 21 days of receipt of the plans and specifications. In the event the architectural committee fails to give such written notice within said 21 day period, the plans and specifications will be deemed approved. To protect subsequent purchasers, mortgagees and others dealing with the property, if more than 90 days have passed since the construction was commenced and no action has been commenced in the Court of Common Pleas for Anderson County to enjoin further construction then it will be deemed that approval under this subparagraph (e) was given.

The architectural committee is hereby given the authority to grant variances from the provisions of this instrument and to change lot lines increasing the size of any lot if, in the sole discretion of a majority of such members it is deemed in the best interest of the development and that such variances will not cause substantial injury to any other lot owner. Provided, however, the minimum set back distance from the front lot line may not be varied more than 5 feet.

(f) Front yards must be sodded for each individual lot.

4. Architectural Committee: The names and addresses of the architectural committee as initially composed are of R.D. Garrett, 3508 Hopewell Road, Anderson, SC; Rusty N. Garrett, 3508 Hopewell Rd, Anderson, SC and Sherri Settle, 3508 Hopewell Road, Anderson, SC 29621.

The number of members may be increased to no more than five. Selection of new members or replacement of members who are unable or unwilling to serve will be made by a majority of the members of the committee except that if the number drops below 3 then R.D. Garrett, or if he is no longer serving, then the committee member who has served the longest will have the sole right to make such new appointments. Anyone dealing with the architectural committee or any matter pertaining to any action taken by the committee or any successor named in an amendment to this instrument signed by R. D. Garrett or a majority of the architectural committee and recorded in the Office of the Clerk of Court for Anderson County, SC will have the right to rely on any written statement of R.D. Garrett.

5. Homeowners Association: All lot owners are required to be members of the BAILEY CREEK SUBDIVISION HOMEOWNERS ASSOCIATION and to pay such dues and assessments and to comply with such rules and regulations as such organization may from time to time require.

6. Subdivision of Lots: No lot shall be subdivided so as to reduce the size of the lot, nor shall any portion less than the whole of anyone lot be sold or conveyed. Provided, however, any lot may be subdivided into portions which shall be owned by the respective adjacent owners of the lot which is subdivided so that the lot which is divided

shall be and become part of the adjacent lots. The said lot of increased size shall be considered as one lot for the purpose of these restrictions and shall be subject to the restrictions, conditions, limitations and reserved easements herein imposed upon single lots.

In the event the present owner or any subsequent owner of two contiguous lots erects a single dwelling thereon, utilizing a portion of each lot for the location of the said dwelling, the two contiguous lots shall be considered one lot for the purpose of these restrictions, and shall be subject to the restrictions and limitations herein imposed on single lots.

7. Temporary Structures: No structure of a temporary character, such as mobile homes, house trailers, pre-constructed buildings of any type (including mobile homes with wheels removed or modular units), campers, basements, tents, garage, barn or other outbuildings, shall be used or left on any lot at any time as a residence either temporarily or permanently, nor shall it be permissible to stock pile any form of construction materials or any other substance 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. Exception is made to this paragraph for the developer to have the right to use any temporary units as needed during construction. Approval may be given for a barn type structure for any lots that are 2 or more acres in size. Plans and specifications must be submitted to the Architectural Committee and they may at their own discretion elect to approve or disapprove such plans.

8. 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 or tract to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, things, 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 surrounding property.

9. Fencing: (a) No fencing shall be used to enclose any front yard. However, fencing may be used to enclose any rear or side yard, upon approval by the Architectural Committee. Fencing materials must be approved by the Architectural Committee.

(b) No shrubbery, plants or trees shall be constructed or permitted to grow to such a height or width as will obstruct or diminish a clear view of streets or intersecting streets adjacent to any lot. The Developer reserved the right and easement to remove at the owners expense any obstruction caused by the above which may create a hazardous or unsafe condition to travelers or residents of the subdivision.

10. Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) feet square, advertising the property for sale or rent, or one sign not more than five feet square advertising the property for sale or rent by the builder or other signs by a builder to advertise the property during construction and sales period of said house.

11. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved along and over five feet of each side and rear lot line.

12. Developer's Office: Nothing contained in these restrictions will prevent R. D. Garrett and Associates or its successors and assigns from constructing or locating on any lot a temporary or permanent office for sales and marketing purpose.

13. Bird Sanctuary: The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.

14. Pets and Animals: No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept (not more than two of each) as pets for the pleasure of the occupants and must be kept on the lot on which the pet's owner resides and must not be allowed to run loose. NO LIVESTOCK, CATTLE, SWINE, SHEEP, GOATS, or other such animals of similar breed shall be permitted to be kept on any residential lot with the exception of the following lots: 25,27,28,29,30,31,32,33,34,36,37,38,43,44, &45. On these lots, all restrictions apply except that up two horses may be kept for personal enjoyment. Likewise no chickens, domestic ducks, geese or other such fowls shall be permitted or kept on any residential lot.

15. Parking: Provisions must be made by the property owners for off street parking of all cars as the parking of such cars on street right of way for long periods of time during the day and night will not be permitted. No parking of unlicensed, uninspected, or non-operable vehicles shall be allowed outside a dwelling unit. Except for emergency repairs, no person shall repair or restore any vehicle, boat, trailer, or recreational vehicle upon any portion of the properties outside a dwelling unit or garage. The Home Owners Association of Bailey Creek shall have the right and authority to formulate rules governing the size and weight of vehicles which may be driven, parked, or stored within Bailey Creek. No vehicle may be stored outside a dwelling unit or approved structure except such vehicles as are for the property owner's personal use. All driveways and parking areas must be paved with asphalt, concrete or other paving materials approved in advance by the Architectural Committee and shall be completed at occupancy of the dwelling or within thirty (30) days thereafter.

16. Noxious Activity: No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose except as stated in item 12 above.

17. Recreational Vehicles: Mini-bikes, dune buggies, go-carts, all terrain vehicles, motorized bikes or similar recreational vehicles may only be operated within the bounds of an owners lot in Bailey Creek.

18. Camping Equipment: Any camping trailer, motor-home and /or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses or play houses shall be erected on any lot unless previously approved in writing by the Architectural Committee.

19. Storage Tanks: Fuel, gas, oil or water storage receptacles may not be exposed to view and must be installed either within the dwelling unit, buried underground, or screened with an enclosure approved by the Architectural Committee.

20. Playgrounds, etc.: All play or sports equipment, vegetable garden and swimming pools shall be located only in the rear yard and shall not constitute an eyesore or nuisance to adjoining properties. All swimming pools must be approved in writing by the Architectural Committee prior to beginning construction.

21. Trade or Business: No trade or business shall be carried on upon any lot or tract, but this restriction shall not prohibit a home office.

22. Completion of Construction: Once begun, construction of a dwelling shall be completed within one year. A dwelling shall not be occupied until completed. A dwelling shall be complete upon final inspection and approval by the applicable government authority. In the absence of such authority, the Architectural Control Committee shall give final approval for occupancy.

23. Quarrying or Mining Operations: Quarrying or mining operations of any kind shall be prohibited on any lot.

24. Prohibition Against Used Structures: Without the approval of the Architectural Committee, no used buildings or structures, or materials intended for use as a dwelling, shall be placed on any lot. No building(s) constructed outside of Bailey Creek may be placed on any lot.

25. Outside Antennae: No outside radio or television antennae or satellite dishes shall be erected on any lot within the properties, except as approved in writing by the Architectural Committee.

26. Clothes Lines. No outside clothes lines shall be permitted.

27. Garbage Cans, etc. : Garbage cans, wood piles and clothes drying yards must be so located that they will not be visible from the street, if practical.

28. Shrubbery: Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or where traffic hazards may be created.

The foregoing Restrictive Covenants are appurtenant to and will run with the land and will be binding upon the current undersigned owner and upon his heirs, successors and assigns for a period of 25 years from date and will be automatically extended for an additional ten year periods unless prior to each expiration period the owners of a majority of the lots elect not to renew the same. Such election must be in writing and recorded in the then appropriate public office.

IN WITNESS WHEREOF, the undersigned hereby sets it's hand and seal this
17 day of August, 2001.

IN THE PRESENCE OF:

R.D. GARRETT

[Signature]
David R. Thompson Jr.

[Signature]

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF ANDERSON)

PERSONALLY appeared before me the undersigned witness and made oath that (s) he saw the within named person sign, seal and as its act and deed deliver the within Residential Protective Covenants, Restrictions and Reservation of Easement and that (s) he with the other witness whose name is subscribed above witnessed the execution thereof.

SWORN to before me this 17th
Day of August 2001.

Notary Public for South Carolina

Notary expires 5/21/2008

[Signature]