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State of South Carolina)
)
County of Anderson)

Restictive Covenants For
Spring Brook Subdivision
Anderson, South Carolina

The undersigned, being the owners of all lots and tracts of land shown on plat of subdivision known as Spring Brook Subdivision, said plat prepared by Applewhite and Cavedo Engineering Associates dated August 13, 2001, and being recorded in the office of the Clerk of Court for Anderson County, SC, in Slide 185a at Page 5-6, does hereby impose on the lots and tracts on said plat the covenants and restrictions hereinafter set forth which shall be binding on all parties and all persons claiming under them until Sept 14, 2021, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots, it is agreed to change or abrogate said covenants in whole or in part. In such vote each lot shall be entitled to one vote, irrespective of ownership

If the undersigned, their heirs and assigns, or any property owner in said subdivision or anyone else should violate any of the covenants herein contained, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

I. PURPOSE OF RESTRICTIVE COVENANTS

The purpose of these restrictive covenants is to create a harmonious theme in the development of the subdivision, to prevent the building of any structure or structures which would look odd, cheap or out of keeping, to insure the use of the property for attractive residential purposes only, to prevent nuisances, and to secure each lot or tract owner the full benefit and enjoyment of his or her home. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

II. USES PERMITTED AND PROHIBITED

1. All lots in this subdivision or development shall be known and described as residential lots and shall be used exclusively for single family residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a garage for private passenger automobiles.

2. No mobile home(s) or modular home(s) of any type whether on wheels, jacks or permanent foundations will be allowed in said subdivision.

3. Boats, motor homes, campers and recreational vehicles of any description shall be stored so they are not in front of any resident and not an eyesore to the development.

4. No abandoned, unlicensed or inoperable motor vehicle of any description shall be allowed to be parked on any lot, driveway or public street in said subdivision.

5. No structures of any temporary character, tent, shack, barn, storage or any other type outbuilding shall at any time be used on any lot in said subdivision for any reason whatsoever, including a temporary residence.

6. No noxious or offensive activity shall be conducted anywhere on the property subject to these restrictions nor shall anything be done thereon which may be or become an annoyance, nuisance or menace to the subdivision.

7. No lot or any part thereof shall be used for any business or commercial purpose.

8. All antenna, receiver or transmit terminals, or other devices used for reception and/or transmission of audio or video signals shall be installed so they are not visible from the front of the residence. Satellite dishes will be allowed provided they are less than eighteen (18) inches in diameter and installed so they are not visible from the front of the residence.

9. No swimming pools, wading pool or any other type container of water used by people for recreational purposes shall be constructed unless properly fenced and approved by the Architectural Committee. Any pool house must be of similar style, material and construction as the main residence and also approved by the Architectural Committee.

10. All fuel oil tanks, containers or LP gas containers shall be buried underground and out of view and consistent with normal safety precautions.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in this subdivision, except that cats, dogs or other household pets may be kept, provided they are not bred or maintained for commecial purposes.

12. Garbage and trash cans, wood piles and clothes lines must be located so they will not be viewed from the front of any residence or be an eyesore to the development.

13. Property owners will be required to keep shrubbery or hedges trimmed to reasonable limit, so that air circulation or view from surrounding property will not be adversely affected, and so that traffic hazards will not be created.

III. SET BACK LINES, LOCATION AND SIZE OF IMPROVEMENTS AND BUILDING PLOTS

1. No building shall be erected on any lot nearer than thirty (30) feet to the front lot line (street side). The Architectural Committee, which is provided herein, shall have sole authority to alter minimum or maximum set back lines of any lots or lots, provided, however, said alteration is expressed in written form and signed by a majority of the Architectural .Committee prior to the beginning of construction on any lot or lots affected by such change.

2. All buildings shall face towards the front lot line, and buildings and garages to be built on corner lots shall be located and face in the direction approved by the Architectural Committee. No residence shall be erected nearer than twelve (12) feet to any side lot line.

3. All residence must have accommodations for at least two (2) automobiles (22 Ft. X 22 Ft. minium. Garage openings must be located away from the principle street of the house so that main view of the house from the street will not be directly into such garage. Any variance in the location of a garage must be approved in writing by the Architectural Committee. Any detached garage shall be erected at

least twenty-five (25) feet beyond the minimum set back line at the front of the lot and no nearer than twelve (12) feet to any side or rear lot line.

4. Any decorative wall, fence or hedge to be placed in front of any residence in the subdivision shall not exceed four (4) feet in height. No chain link fence shall be placed in front of any residence or viewed from the street.

5. Nothing contained herein shall be construed to prohibit the use of one lot or of portions of one or more lots as a single residential building site. In such event the Architectural Committee shall have the sole authority to determine the set back line(s), the direction the building shall face, the location of the building on the lots, and any other matters as to conformity and harmony of the building with the remainder of the subdivision. These matters must be approved in writing by the Architectural Committee before any construction begins.

6. No residence shall be constructed on any lot containing less than sixteen-hundred (1600) square feet of heated floor space exclusive of porches, garages and breezeways. In computing square footage of any residence, credit shall be given for one-half the square footage of any basement which is finished and heated. No story-and-a-half residence shall be erected containing less than twelve-hundred (1200) square feet of heated floor space on the ground floor. No two story residence shall be erected containing less than one thousand (1000) square feet of heated floor space on the ground floor and less than six-hundred (600) square feet of heated floor space on the second floor, exclusive of porches, garages and breezeways. Stairwells will be counted once in computing square footage and will be included in the ground floor total.

7. The undersigned Developers shall have the right to divide any lot shown on the subdivision plat in any manner they so desire or deem necessary.

8. No grading or filling which would significantly change the elevation of any lot shall be done without the prior written permission of the Developer.

9. All foundations to be of masonry construction.

IV. APPROVAL OF PLANS

1. The Architectural Committee for this subdivision shall be composed of:

   (a) Charles A. Wham

   (b) Donald H. Haynie

   (c) one member from the Homeowner's Association

In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently as may be necessary by the remainder of the Committee. In all matters a majority vote shall govern. At such point when 1/3 (one-third) of the lots in the subdivision have been built on, the Architectural Committee shall be taken over completely by the Homeowners Association.

2. No improvements shall be erected, placed, altered, or changed on any lot in this subdivision until

and unless the building plans, specifications and plot design and location of such improvement on the lot has been approved in writing by the Architectural Committee as to conformity and harmony of the external design and consistence of plan with existing improvements on other lots in the subdivision and as to the location of the structure on the lot.

3. In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Architectural Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement as to be considered a substantial duplication thereof in the discretion of the Architectural Committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications or plot plans which in its opinion and discretion are not suitable or desirable and in passing upon such plans, specifications or plot plans, the Architectural Committee shall take into consideration the suitability of the proposed building or other 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 other residence already constructed and what effect it will have on the outlook from the adjacent neighboring property.

4. Application for approval as required herein shall be made to the Architectural Committee and at the time of such application the building plans, specifications and site plans showing location of residence on lot. One (1) copy of such plans and specifications will be retained by the Architectural Committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

V. MISCELLANEOUS

1. No signs shall be permitted on any lot except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not twenty-four (24) side and twenty-four (24) high.

2. Names or numbers painted or placed on mailboxes and/or any other house numbers or designation shall be placed in a professional manner.

3. Each lot in the subdivision, when sold, shall automatically become a member of the Spring Brook Homeowner's Association to be formed by the developer upon completion of the subdivision. Each lot shall have one (1) vote in the Homeowner's Association, irrespective of ownership. The lot owner(s) shall remain members of the Homeowner's Association as long as he/she owns the lot and the membership shall pass with the deed. The purpose of the Homeowner's Association shall be to maintain the entrance to the subdivision, maintain any roads if they are to be kept private or to determine if the roads shall be deeded to Anderson County, to determine if a gate is needed for the subdivision, conduct social activities from time to time, maintain all areas of Homeowner's Association ownership, such as pond, walking track, dam, picnic area, storm water retention areas, and lot/lots, and any other services or activities as deemed necessary by its Board of Directors.

4. The fee for membership to the Homeowner's Association is one hundred - twenty - five ($125.00) dollars per year and is due upon closing of the lot/lots. This fee can be adjusted at any time by a majority vote of the Homeowner's Association. Although the Developer may own a lot/lots, the Developer is not a member of the Homeowner's Association. Lot/lots qualify for membership in the Homeowner's Association as the Developer sells each lot/lots.

5. No trees over the diameter of six (6) inches shall be removed from any lot without written approval from the Architectural Committee.

IN WITNESS THEREOF, Charles A. Wham and Donald H. Haynie have set their hands and affixed their seals in Anderson County, South Carolina, ths first day of July, 2000.

CHARLES A. WHAM

Jimi W. Cook witness

S Smith Wham witness

DONALD H. HAYNIE

STATE OF SOUTH CAROLINNA)

COUNTY OF ANDERSON)

Personally appeared before me S Smith Wham and made oath that he the above named Charles A. Wham and Donald H. Haynie signed, sealed and as their act and deed, delivered the within written instrument for the use and purpose therein mentioned, and that he with Jimmi W. Cook witnessed execution thereof.

Sworn to before me this 11th day of Sept., 2001.

S Smith Wham witness

Eugenia C. Couch (LS)

Notary Public for South Carolina

My commission expires 2/12/2003

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REGISTER OF DEEDS,ANDERSON CO, SC
Shirley McElhannon