

FILED FOR RECORD
OCONEE COUNTY, S.C.

STATE OF SOUTH CAROLINA)
REGISTER OF DEEDS)
COUNTY OF OCONEE)
JAN 23 P 1: 37

DECLARATION OF COVENANTS &
RESTRICTIONS FOR BRADBURY PLACE
SUBDIVISION

Olson
1700
016597

THIS DECLARATION is made this 19th day of January, 2001, by PERFORMANCE MARKETING SYSTEMS INC., a South Carolina corporation, hereinafter referred to as Owner/Developer of the Bradbury Place subdivision, more specifically described below.

WHEREAS, the Owner/Developer is the owner of the Real Property which is the subject of this Declaration and desires to create a residential community in accordance with a uniform plat of development to preserve and maintain property values, to maintain the natural beauty of the Real Property, to guard against construction thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain a harmonious architectural scheme and to create a liveable environment, for the benefit of future purchasers of the Real Property; and

WHEREAS, the Owner/Developer also deems it desirable in order to accomplish the said purposes to create an Architectural Committee to which shall be delegated the powers of administration of some of the aforesaid functions; and

NOW, THEREFORE, for and in consideration of the afore cited considerations, and in further consideration of the mutual covenants, conditions, reservations, servitudes and easements herein created for the benefit of the Owner/Developer, its successors and assigns, and the future owners of the Real Property, the Owner/Developer hereby declares, creates and imposes upon the Real Property the following covenants, restrictions, easements, reservations and servitudes, which are hereby declared covenants running with the land, according to the terms hereof, as follows.

ARTICLE I
REAL PROPERTY SUBJECT TO THIS DECLARATION

1.1 Existing Property. The real property which shall be held, transferred, sold, conveyed and occupied, subject to these covenants are the three numbered lots shown on a plat of Bradbury Place made by Gary L. Eades, PLS 1903, recorded in Plat Book 162, at Page 138, in the Office of the Oconee County Register of Deeds.

1.2 Additions to Existing Property. Additional Real Property may become subject to these Covenants without the approval of any purchaser or transferee of the Owner/Developer by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall automatically extend the scheme of the Covenants and Restrictions of this Declaration to such property.

ARTICLE II
USES PERMITTED AND PROHIBITED IN RESIDENTIAL AREA

The uses permitted and prohibited and the terms, conditions and limitations hereinafter set forth in this Article II, Paragraphs 2.1 through 2.26, shall apply to all numbered lots in the subdivision, except where specifically provided to the contrary hereinafter.

2.1 Use for Single Family Residences. All lots shall be used exclusively for a single family residence and for residential or domestic purposes connected therewith not specifically prohibited by the terms of these Covenants.

2.2 Business Prohibited. No structure at any time situate on the Real Property shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboard or advertising signs of any kind shall be erected or displayed thereon, except such signs as are hereinafter permitted. No part of any structure thereon shall be used for the purposes of renting rooms therein or as a boarding house, motel, hotel, tourist or motor court or for transient accommodations. No duplex residence, garage apartment or apartment house shall be erected or permitted to remain on any numbered lot in the subdivision, and no structure at any time thereon shall be converted into a duplex residence, garage or apartment house.

2.3 Street Obstructions. No fence, wall, hedge, shrub, bush, tree or other object, natural or artificial, shall be placed or located on any lot if the location of the same will, in the judgment of the Architectural Committee, obstruct the vision of any motorist upon any street or avenue shown on the subdivision plat, or otherwise be deemed not in the best interest of the development scheme of the subdivision by the Architectural Committee.

2.4 Square Footage Minimums and Height Restrictions. No single story residence or dwelling shall be constructed on any numbered lot shown on the above referred to plat containing less than 1600 square feet of floor space, exclusive of garages, porches and basements. No story and one-half residence, two-story residence or split-level residence shall be constructed on any numbered lot shown on the above referred to plat, containing less than 1800 square feet. The first floor of said story and one-half residence, two-story residence or split-level residence shall contain at least 1000 square feet, exclusive of garages, porches and basements. The square footage minimum herein refers to heated, finished area. Variances from the strict requirements of the minimum square footage provisions of this paragraph may be made upon the unanimous consent of the Architectural Committee, due to special circumstances attributable to specific lots.

2.5 Detached Out-Buildings. No hot house, green house, summer house, cabana, outdoor fireplace, barbecue pit, swimming pool installation or other structure of any kind which is detached from the single family residence or utility area shall be placed or permitted to remain on any lot without the written approval of the Architectural Committee.

2.6 Setback lines. No building shall be erected on any lot nearer to the front lot line than thirty (30') feet. No residence shall be constructed nearer than fifteen (15') feet to any side lot line. The Architectural Committee hereunder may approve minor deviations from the requirements of this paragraph in the event that strict imposition of the provisions hereof would result in a hardship because of the size or topography of any individual lot, provided that such deviations do not violate any of County of Oconee or other applicable ordinance requirements.

2.7 Garages. Each residence or dwelling constructed on a numbered lot in the Subdivision may have an attached or a detached garage. Further, any detached garage or other outbuilding shall be at least seventy-five (75') feet from the front lot line and no nearer than five (5) feet to any side or rear lot line. All such garages constructed on such lots must have installed thereon garage doors approved by the Architectural Committee, which shall remain closed when not in use.

2.8 Fences, Wall and Hedges. Except for driveways and walkways, no fence, hedge, wall or any other type of permanent structure or Utility Areas, or any part of the same, shall be erected, placed or allowed to remain in the area of any lot lying between the front building Setback Line as shown on the Plat or as otherwise established herein and the edge of any street or avenue. Hedges, fences and walls which do not violate other provisions contained in these covenants may be erected, placed or allowed in any area not hereinabove expressly prohibited, provided that such a fence, hedge or wall is constructed of such materials, design and location as shall be approved by the Architectural Committee.

2.9 Used Structures. No used building or structures shall be placed or permitted to remain upon the numbered lots of the subdivision without the written approval of the Architectural Committee.

2.10 Signs and Advertising. No sign of any character shall be displayed or placed upon any lot, except "for rent" or "for sale" signs, which signs shall refer only to that particular premises on which displayed, and shall not extend more than four feet above the surface of the ground, and shall be fastened only to a stake in the ground. The Architectural Committee may enter upon any lot and summarily remove and destroy any signs which do not meet the provisions of this paragraph; provided, however, that the Owner/Developer, or any person or entity designated by the Owner/Developer, may erect or maintain such commercial and display signs on such lots, temporary dwellings, sales offices, model houses or other structures as Owner/Developer may deem advisable for development purposes, so long as the Owner/Developer continues to own lots in the Subdivision.

2.11 Paved Driveways. Prior to completion of construction of any residence on any lot, the owner of such lot shall install at such owner's expense a suitable driveway from the abutting

street or avenue of a design, type of material and location approved by the Architectural Committee. All proposed driveways shall be submitted to the Architectural Committee for approval if constructed of a material other than concrete or asphalt.

2.12 Tents and Shacks. No shed, shack, trailer, tent or other temporary or movable building or structure of any nature or kind shall be erected, placed or permitted to remain on the Real Property; provided, however, that nothing contained herein shall prevent the use of a temporary construction shed during the period of actual construction of a dwelling or other building permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the period of such construction.

2.13 Trailers and Vehicles. No trailer, basement or other portion of an unfinished dwelling, garage or any outbuilding of any kind, shall at any time be used as a residence, either temporarily or permanently. No disabled or wrecked vehicle, mobile home or tent shall be placed, erected or permitted to remain on the Real Property nor shall any overnight camping be permitted on any numbered lot. Recreation vehicles such as boats, travel trailers, motor homes, etc. must be parked at the rear of the lot.

2.14 Fuel Tanks. Fuel storage tanks shall be buried below the surface of the ground.

2.15 Radio and Television Antennae. Exterior radio or television antennae and dishes shall be of a standard type and size, and shall be installed in a professional workmanlike manner. Any satellite dish installed on the exterior of a structure or in a yard shall be of two foot diameter or less. No other exterior electronic or electric equipment or devices of any kind shall be installed or permitted to remain on the exterior of any structure located on the Real Property unless the location, size and design thereof shall have been approved in writing by the Architectural Committee.

2.16 Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Real Property, nor shall anything be permitted which may be or become a nuisance, a source of embarrassment, discomfort or annoyance to the neighborhood. All property shown on the subdivision Plats is hereby declared to be a wildlife sanctuary and any hunting of any wild birds or animals is hereby prohibited.

2.17 Drainage and Utilities Easements. Easements for the installation and maintenance of utilities and for drainage of surface water are hereby reserved by the Owner/Developer of ten (10') feet in width along each front lot line, five (5') feet in width along each side lot line and (10') feet in width along each rear lot line. Each owner of any property subject to said easements free and obstructed and in a good state of repair and condition, and shall provide access for the installation of such culverts on such owner's property as may be reasonably required for proper drainage.

2.18 Easement for Ingress and Egress. There is hereby created an easement for ingress and egress over and through each street and road created or to be created in the development for the purposes of providing vehicular access for each property owner and their guests to and from public streets located outside of the development to the lots within the development. This easement and right of way for ingress and egress will exist so long as the roads and streets within the development are privately owned and will terminate upon the acceptance for ownership and maintenance of the streets and roads by a public entity such as a county, a city or a state.

2.19 Rubbish Removal. All builders and the owner of each lot, improved or unimproved, shall keep the same free of tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which Lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health, and in a neat and attractive condition. In the event the owner of any lot fails to comply with the terms of this paragraph, the Owner/Developer shall have the right (but not the obligation) to go upon such Lot and to cut and remove tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable things and objects therefrom, and to do all other things and perform and furnish any labor necessary or desirable in its judgment to maintain the Lot in a neat and attractive condition, all at the expense of the owner of such lot, which expense shall become payable by the owner to the Owner/Developer on demand. The failure of an owner of such a lot to reimburse such costs shall subject such lot to the imposition of a lien thereon for such expense to be entered in the same manner as provided for mechanic's liens in the State of South Carolina.

2.20 Street Signs, Maintenance. Property Owners of Lots agree to permit street signs, provided by Owner/Developer, to be erected on said lots nearest to the street or intersection of streets. Owner/Developer shall be responsible for the initial erection of said signs. Thereafter, individual property owners of the subdivision, shall be responsible for the maintenance of said signs, and the Owners of Lots upon which such signs are situated shall be responsible for the maintenance of the area surrounding the signs.

2.21 Subdivision Signs, Maintenance. Owner/Developer shall construct subdivision signs at the entrances to the subdivision, and shall landscape the area around said signs. Thereafter, it shall become the responsibility of the individual property owners to maintain such signs, and the owners of the Lots upon which such signs are situated shall be responsible for the maintenance of the area surrounding such signs.

2.22 Mailboxes. Each lot upon which a resident has been constructed shall have a mailbox installed thereupon of a type and size specified by the Architectural Committee. Such mailbox shall be properly maintained at all times by the lot owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed or otherwise approved in writing by the Architectural Committee.

2.23 Unloading of Heavy Equipment; Damage to Streets and Curbs. No builder or property owner will unload heavy equipment on any streets, and any builder or property owners

damaging any of the streets or curbs in said subdivision will be responsible for the cost of repairing such damage.

2.24 Boundary Pins. No property pins shall be removed by lot owners or builders and if said pins are removed, it shall be the responsibility and expense of said lot owner or builder to replace same.

2.25 Subdivision of Existing Lots. Lots shall not be resubdivided nor shall lot lines be changed so as to decrease in either width or area any numbered lot as shown on the subdivision plat, unless approved in writing by the Architectural Committee.

2.26 Yards. All yards of any numbered Lot existing between the front of a constructed dwelling on any lot and the paved street shall be planted with a grass and in a manner approved in writing by the Architectural Committee. In the case of corner lots whereupon the dwelling thereon will be required by the Architectural Committee to face the corner of said lot, which location may result in a larger front yard than other lots in the subdivision, the Architectural Committee may, based upon the particular configurations of such corner lots, permit and approve areas smaller than the actual front yards thereof to be planted.

ARTICLE III APPROVAL OF PLANS AND SPECIFICATIONS

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

- (a). Two (2) members appointed by the Board of Directors of PERFORMANCE MARKETING SYSTEMS INC.
- (b). Two (2) members appointed by the Board of Directors of the BRADBURY PLACE.

Members of the Architectural Committee shall be appointed in writing for a term of five (5) years, but shall serve at the will of the Board of Directors appointing them and may be reappointed for additional terms with no limit on the number of additional terms to which they can be reappointed. In the event of a vacancy on the Architectural Committee or the failure or inability of any member failing to serve. If at any time PERFORMANCE MARKETING SYSTEMS INC., shall cease to have a financial interest in this subdivision, the members appointed by the Board of Directors of that company shall resign and the resulting vacancies shall be filled by the other company remaining with a financial interest. Any three (3) members shall join in voting to disapprove such plans. In all other matters a simple majority of those voting shall govern.

3.2 Purpose of Architectural Committee. For the purposes of insuring the development of the Real Property as an area with a pleasing aesthetic appearance, no building,

structure, fence, wall, utility area, driveway, swimming pool or other structural improvement, regardless of size or purpose, whether attached to or detached from a main residence, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any additions to, or exterior changes in, or alterations thereto be made unless building plans and specifications covering the same, showing the nature, kind, shape, height, size, floor plans, location, materials to be used and orientation on the Real Property, together with such other information as shall be reasonably required by the Architectural Committee, shall have been submitted to and approved in writing by the Architectural Committee hereby established. Additionally, the Architectural Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these Covenants.

Specifically, prior to the commencement of any construction on any numbered lot in the subdivision, each owner of such lot shall submit to the Architectural Committee, in duplicate, plans and drawings, which shall have been prepared in a one-eighth (1/8th) scale or larger, and which shall contain at a minimum the following:

- a. Floor plans
- b. Front, rear and side elevations
- c. The area of heated floor space
- d. Exterior building material to include manufacturer, color and texture.
- e. Exterior color trim
- f. Roofing material, color and pitch (which shall be at least 8/12)
- g. Site plans showing foundations of all structures, walks, driveways, fences and drainage plans.

3.3 Standards of Disapproval. The Architectural Committee shall have the absolute and exclusive right to refuse to approve any building plan, specification, materials, design, lot grading or landscaping plan of any thing or structure which in the opinion of the Architectural Committee are not suitable or desirable for any reason whatsoever, including purely aesthetic reasons and reasons connected with the future development plans of the Owner/Developer of contiguous lands. In passing upon such matters the Architectural Committee may take into consideration the suitability of proposed materials, the quality of proposed workmanship, harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties.

3.4 Failure to Approve and Disapprove. In the event that the Architectural Committee fails to approve or disapprove any matters within the scope of its authority within thirty (30) days after same have been submitted to it, or in any event, if no suit to enjoin such matter or thing has been commenced prior to completion or the doing of such matter or thing, such prior approval shall not be required and this Covenant shall be deemed to have been fully complied with and no suit or claim shall thereafter be available to the Architectural Committee, to the owner of any Real Property, or the Owner/Developer.

3.5 Application Time. Applications for approval as required herein shall be made to the Architectural Committee or to any member thereof, and the date of receipt of such application shall be the time for the commencement of the running of said thirty (30) days from the date of such submission.

ARTICLE IV
WAIVER OF SETBACKS, LOCATION AND SIZE OF
IMPROVEMENTS ON LOTS

The Architectural Committee hereinabove constituted under the terms of Article III is hereby authorized and fully empowered by unanimous vote of all of its members to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon the Real Property, or in the use, and failure to use, any of the Real Property the subject hereof, any and all minor violations of any of the requirements set forth in these Covenants, if, in the opinion of all of the members of said Architectural Committee, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved, and provided that such waivers do not violate any County of Anderson or other applicable ordinances. The waiver, approval or ratification by the Architectural Committee in accordance with the terms of this paragraph shall be binding upon all persons, and the powers of waiver herein conferred upon the Architectural Committee shall be construed liberally so as to affect any matters or things included within the terms and conditions of these Covenants.

ARTICLE V
AMENDMENTS AND MODIFICATIONS TO COVENANTS

5.1 Reservation. The Owner/Developer reserves and shall have the right to amend this Declaration of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the Covenants and restrictions herein contained.

5.2 Additional Covenants. No property owner, without the prior written approval of the Owner/Developer, may impose additional covenants or restrictions on any part of the Real Property shown on the Plats of Bradbury Place.

ARTICLE VI
TERMS AND ENFORCEABILITY

6.1 Enforcement. If the Owner/Developer or its successors and assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any Real Property situated in Bradbury Place, as shown on the subdivision Plats to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages and other dues for

such violation. Invalidation of any one or more of these covenants by a judgment or Court Order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

6.2 Loan Requirements. If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Veterans Administration or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any Lot in said subdivision unacceptable for any such loan, the Owner/Developer shall have the authority to alter, amend or annul any such Covenants as may be necessary to make any of the Real Property herein acceptable and eligible for such loan.

6.3 Term of Covenants. These Covenants and restrictions, as altered, annulled and amended from time to time as provided for herein, unless released or waived as herein provided, shall be deemed covenants running with the land and shall remain in full force and effect until the first (1st) day of January, 2025, and, thereafter, these Covenants shall be automatically extended for one (1) successive period of twenty-five (25) years unless within six (6) months prior to the first (1st) day of January, 2025, a written agreement executed by a majority of the then owners of the Real Property shown on the subdivision plats shall be recorded in the Register of Deeds Office for Oconee County, South Carolina, in which written agreement any of the Covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the Real Property then subject hereto, in the manner and to the extent provided in such written agreement.

ARTICLE VII DEFINITIONS

The following words when used in these Covenants or in any Supplemental Declaration shall have the following meanings unless the context in which such terms are used shall clearly indicate to the contrary, to-wit:

7.1 Real Property. "Real Property" shall refer to the numbered lots in such existing land, tenements, real estate, real properties, and future additions thereto, if any, the subject of these Covenants.

7.2 Lot. "Lot" shall mean and refer to any numbered plot of land shown on any recorded subdivision plat which is intended for use and occupancy as a single-family dwelling and as further defined in Paragraph 2.1 above.

7.3 Plat. The term "Plat" shall mean and refer to the recorded plat of Bradbury Place, made by Gary L. Eades, PLS 1903, referred to above, as well as any further subdivision plats of lots in Bradbury Place.

7.4 Owner/Developer. The term "Owner/Developer" shall mean and refer to the present owner and developer of Bradbury Place or any successors or assigns thereof in the development of the Real Property.

7.5 Covenants. The term "Covenants" shall mean and refer to the within Declaration of Covenants and Restrictions applicable to Bradbury Place Subdivision, as now or hereafter amended, modified, and extended to include additional properties.

7.6 Paragraph Headings. All "Paragraph Headings" appearing under each numbered Article or to the right of each numbered paragraph of each Article have been inserted in these Covenants for ease of reference only and are not to be construed as a part thereof.

ARTICLE VIII MISCELLANEOUS

8.1 Names or numbers painted or otherwise placed on mailboxes and/or any other house numbers will be positioned in a professional manner, and in accordance with the specifications established and provided by the Architectural Committee.

8.2 The owner of the Real Property which may adjoin or abut a stream in the subdivision shall keep his property trimmed, cut, and properly maintained so as to present a pleasing appearance, maintain the proper contour of the stream and prevent erosion. No trash, garbage, sewage waste water (other than surface water), rubbish, debris, ashes, or other refuse shall be deposited in the stream.

8.3 All garbage containers shall be placed in an inconspicuous location and kept in a neat manner.

8.4 No farm animals shall be kept, maintained, commercially bred or quartered on any lot except that cats, dogs, hamsters and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. Pet houses and pens shall be kept out of view from the street. No animals shall be allowed by any lot owners to roam freely through the subdivision. No bee keeping or bee raising shall be allowed in the subdivision nor any devices or instruments maintained to attract bees in the subdivision.

ARTICLE IX LIMITATION OF LIABILITY

Conflicting language hereinabove to the contrary notwithstanding, any property owner may rely on the decision of the Architectural Committee, and such property owner as may act in conformance with the decision(s) of the Architectural Committee affecting his property, made upon his request to the Architectural Committee as prescribed herein, shall be presumed to be in conformity with this Declaration of Covenants unless such decision shall have been procured upon

a wilful misstatement of fact. Decisions of the Owner/Developer and/or the Architectural Committee, including Supplemental Declarations of Covenants, shall also be presumed to be in conformity with this Declaration of Covenants and its scheme and design.

These restrictive covenants shall run with the land and shall be binding upon the developer, the owners of the lots, their heirs, successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Owner/Developer of Bradbury Place, has caused this Declaration of Covenants and Restrictions to be executed this date and year first above written.

IN WITNESS WHEREOF:

PERFORMANCE MARKETING SYSTEMS, INC.

Jeanna W Stone
Kathleen M Gullard

Louis H. Stone *President*
By: Louis H. Stone, President

STATE OF SOUTH CAROLINA)
)
) PROBATE
COUNTY OF OCONEE)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Performance Marketing Systems, Inc. sign, seal and as Its act and deed, deliver the within written Declaration of Covenants and Restrictions for the uses and purposes therein mentioned, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
19th day of January, 2001.

Jeanna W Stone

Kathleen M Gullard
Notary Public for the State of South Carolina
My Commission Expires: October 4, 2009

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