STATE OF SOUTH CAROLINA)
) EASEMENTS AND PROTECTIVE COVENANTS
COUNTY OF ANDERSON)

WHEREAS, Harper's Ridge Investors, a South Carolina partnership, (Developer) is the owner of certain tracts of land situate in the County of Anderson, State of South Carolina to be developed as a residential subdivision and known as HARPER'S RIDGE SUBDIVISION said tract of land being described as follows:

(a) 'All that certain piece, parcel or tract of land situate, lying and being in Hopewell Township, Anderson County, South Carolina, containing 143.1 acres, more or less, and being shown as Tracts 1, 2 and 3 on a plat by Farmer & Simpson Engineers, which plat is dated December 7, 1979 and recorded in the Office of the Clerk of Court for Anderson County, S.C. in Plat Book 87, at page 736-A.

(b) All that certain piece, parcel or tract of land, situate, lying and being in Hopewell Township, Anderson County, South Carolina containing 13.4 acres, more or less, as more fully shown on a plat by Farmer & Simpson, Engineers, dated December 30, 1983, recorded in the Office of the Clerk of Court for Anderson County, S.C. in Plat Book 91, at page 110.

(c) All that certain piece, parcel or tract of land, situate in Hopewell Township, Anderson County, South Carolina, containing twenty seven and fifty-two hundredths (27 52/100) acres, more or less, and shown and represented as Tract Number Five (5) on a plat made by John C. Smith and J. Coke Smith, Registered Land Surveyors, from a survey made December 1951 and January 1952,

which plat is duly of record in the Office of the Clerk of Court for Anderson County in Plat Book 23 at page 298; and

WHEREAS, the use of said property is intended for residential purposes only and in order to protect said property as a residential development, the undersigned desire 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, as will be shown by a subdivision plat to be recorded, the undersigned, Harper's Ridge Investors, 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 dwellings except any common area as designated by the developer for recreational purposes and streets, roadways, buffer zones, pedestrian, jogging and bike trails shown as such on the plat to be recorded. 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 three stories in height and a garage for private passenger automobiles and personal storage.

2. DWELLING QUALITY AND SIZE. No residence shall be constructed containing less than two thousand one hundred (2,100) square feet of heated floor space exclusive of porches,

garages and breezeways. No two story residence shall be constructed containing less than one thousand four hundred (1,400) square feet of heated space on the first or ground floor. One story homes with finished and heated basements must contain not less than two thousand (2,000) 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 six hundred (600) square feet of area for the storage of vehicles or boats. All residences must contain an additional one hundred (100) square feet of non-heated area for storage of miscellaneous personal property. No garage opening may face toward a street or public way except residences situate on corner lots. Any garage opening toward a street or public way as aforesaid must have doors.

3. RESIDENCE LOCATION. No residence or structure shall be erected on any lot in violation of any set back lines drawn on the plat of the subdivision to be recorded. In the event a set back line is not drawn on said recorded plat, no part of any residence or structure shall be located 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 due to unusual lot size or configuration, or lots adjoining property owned and controlled by U. S. Army Corps of Engineers, or any other reason deemed necessary must be in writing and recorded as a variance with the deed from the developer conveying the lot. 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 the said committee as it deems necessary. No structure, including without limitation residential structures, garages, storage buildings, 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 areas in this subdivision unless and until the building plans drawn to one-quarter inch scale with elevations, specifications, exterior finish schedule and plot plans showing the location of any such building have been approved on the form provided 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 likewise 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 areas shall occur until and unless such permit 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 a building contractor properly licensed by the State of South Carolina and in good standing at the time of 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 Southern Building Code.

(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.

6. SEWAGE DISPOSAL. No individual sewage or disposal system shall be permitted unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Anderson County Health Department. Approval of such system as installed shall first be obtained from such authority.

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 SHRUBBERY AND LAWNS.

(a) All new residences are required to install a basic landscape plan on all sides of the residence facing a street or public way. This plan must be submitted to the Architectural Control Committee simultaneous with the submission of the building and plot plans as described in paragraph four (4) of the within covenants and restrictions.

(b) Each lot owner will be required to maintain shrubbery or hedges so that air circulation or view from the surrounding lots and adjoining property will not be adversely affected and will not impair the view of motorists on curves and

intersections or otherwise create a traffic hazard. Lawns shall be kept in a neat manner and free of trash, rubbish and debris.

(c) The owners of lots contiguous and adjacent to the pedestrian, jogging and bike trails so designated on the aforesaid plat to be recorded and to be conveyed to the Home Owners Association as set forth in paragraph thirty (30) hereof shall maintain shrubbery or hedges bordering said trails in such a manner as will not impair the beneficial use and enjoyment of said trails.

9. MAILBOXES. Mailboxes shall be of one of three designs as designated by the Architectural Control Committee. Any deviation therefrom must be in writing and approved by the Architectural Control Committee. No separate box or other form of receptacle for the use of delivery of newspapers and magazines shall be permitted.

10. MOBILE AND FACTORY BUILT PRECONSTRUCTED HOMES. No mobile home 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.

11. CAMPERS AND RECREATIONAL VEHICLES. No trailers, recreational homes or vehicles, motor homes, campers or recreational vehicles of any description shall be parked, maintained or stored on any lot which will be visible from any street or public way.

12. BOATS AND BOAT TRAILERS. All boats and boat trailers of every type and description shall be parked, stored

and garaged in such a manner that they are not visible from any street and public way and shall be parked and stored in and under an enclosed area which further prohibits their visibility from any street or public way.

13. MOTOR VEHICLE PARKING AND STORAGE.

(a) No abandoned or non-used motor vehicle of any description shall be allowed to be parked or stored on any lot, driveway, street or public way in said subdivision.

(b) Employees of the lot owner including without limitation domestic employees must park their motor vehicles on the premises owned by the lot owner and no parking of said vehicles will be allowed or permitted on the streets and public ways of the subdivision.

(c) Guests of the lot owner must park their respective vehicles on the lot owner's premises except in extraordinary instances where a special gathering is held at a lot owner's residence and the number of vehicles exceed the available space to park on a lot owner's premises.

14. 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 be submitted with one-quarter inch scale drawings and

specifications. No such structure shall be permitted prior to construction of the residence.

15. 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. In no event shall any of the above be located beyond the rear lot line of the residence. All swimming pools, wading pools or other structures of a similar type must be constructed and installed below ground level and none shall be permitted above ground level. 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.

16. NUISANCES. 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.

17. VIDEO AND AUDIO ANTENNAS AND TRANSMITTERS. All antennas receivers, transmit terminals or any other devices used for the reception and/or transmission of audio or video signals shall not be installed without the prior written approval of the Architectural Control Committee.

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

19. FUEL CONTAINERS. All fuel oil tanks, containers and other receptacles for use in storing products used in heating residences shall be buried underground and out of view and shall be buried in a manner consistent with normal safety procedures for such containers or receptacles.

20. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that cats, dogs or other household pets may be kept, provided they are not bred or maintained for any commercial purpose. Any cat, dog or other household pet is the responsibility of its owner who covenants not to allow said pet to be a nuisance to other lot owners and residents nor to allow said pet to prevent lot owners, residents and their guests the enjoyment and beneficial use of the common areas, streets, and paths of the subdivision.

21. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the above recited plat to be recorded. Easements are also reserved as shown on said plat for walkways and bike paths. In the event more than one lot shall be used as a site for only one residence, any easements for walkways and paths shall only apply to the exterior lines of the consolidated lot.

22. 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.

23. DRIVEWAYS. It is the intent and desire of the developer and Architectural Control Committee to have all driveways constructed of concrete. Any use of material other than concrete for a driveway must be approved in writing prior to installation and construction by the Architectural Control Committee.

24. FENCES. The construction and installation of fences must have prior written approval by the Architectural Control Committee. No chain link fences will be permitted. 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.

25. IMPROVEMENTS AND ADDITIONS. Any improvement 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.

26. USE OF MOTORIZED VEHICLES. All motorized vehicles including but not limited to four wheeled motorized vehicles, three wheeled motorized vehicles, two 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. In no instance will the aforesaid motorized vehicles be permitted to operate on any of the walkways, paths or other areas of the subdivision designated as common areas with the exception of specifically designated parking areas.

27. 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 rent 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 by three (3) feet in size or area.

28. FIRST OPTION TO REPURCHASE. In every deed conveying the residential lots so designated in said subdivision there shall be included the following provision:

> "The grantor (Developer), its successors and assigns, herein reserves the right of first refusal to repurchase the lot herein conveyed in the event that the grantee, his or her heirs or assigns, should decide to sell and/or convey the within lot. In the event that the grantee, his or her heirs or assigns, decides to sell and/or convey the within lot he or she shall give fifteen (15) days written notice to the grantor, its successors and assigns, said notice to state the name of the bona fide purchaser, the sales price and a copy of the sales contract. The grantor (Developer), its successors and assigns, will either accept or reject said offer in writing within said fifteen (15) day period, said fifteen (15) day period

to begin running on the day grantor (Developer), its successors and assigns, receives such notice, said notice to be given in writing by certified mail, return receipt requested. If grantor (Developer), its successors and assigns, accepts said offer said grantor, its successors and assigns, will complete such purchase within thirty (30) days of the notice of said acceptance; however, if grantor (Developer) rejects said offer, then the seller is free to sell and convey said lot upon receipt of such rejection letter. Grantor (Developer), its successors and assigns, agrees to cooperate fully and to execute any and all instruments necessary to release such right if it does not choose to exercise such right of repurchase.

If grantor (Developer), its successors and assigns, exercise its right to repurchase, it agrees to pay to the grantee, his or her heirs and assigns, the same price as offered by a bona fide purchaser for value.

In the event the grantee, his or her heirs and assigns, desires to erect a residence and/or improvements on his or her lot and desires to secure a loan and to place a mortgage thereon, grantor (Developer), its successors and assigns, herein agrees that this right of first refusal to repurchase automatically is subordinated to those rights of a mortgagee or mortgagees; however, said right shall be subordinate only to said mortgagee or mortgagees.

In the further event that a mortgage should be foreclosed, then said lot shall be sold at foreclosure sale free and clear of this right of first option to repurchase.

This right of first option to repurchase of the grantor (Developer), its successors and assigns, shall run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date of this deed, and shall be the right of the grantor (Developer), its successors and assigns, for said period of time."

29. COMMON AREAS, STREETS AND HOME OWNERS ASSOCIATION. Harper's Ridge Home Owners Association, Inc. will be formed and owned by the individual lot owners of the subdivision and will be controlled by the By-Laws of the association. The developer will convey, subject to the uses and limitations as contained in

the within restrictive covenants, the following property to the Home Owners Association:

(1) A common area as designated on the aforementioned plat to be recorded for the use, benefit and enjoyment of all of the owners of the lots of the subdivision. The development and use of the common area shall first be approved by the Architectural Control Committee as set forth in paragraph four (4) herein and shall be in conformity with the within restrictive covenants. A buffer zone of at least forty (40) feet in width shall exist between the common area so used and the adjoining residential lot or lots. If the common area or areas so designated are ever abandoned or offered for sale by the Harper's Ridge Home Owners Association, Inc., the developer reserves the right and shall have the option of first refusal to re-acquire said common area or areas at a cost of One and no/100 ($1.00) Dollar.

(2) A thirty (30) foot strip or parcel of land so designated on the aforementioned plat to be recorded situate, lying and being adjacent to Brown Road as shown on said plat.

(3) Pedestrian, jogging, walking and bicycle trails so designated on the above mentioned plat to be recorded. The development and use of the aforesaid trails shall first be approved by the Architectural Control Committee. It is the intent of the developer that said trails are to be used for the enjoyment of all of the owners of the lots of the subdivision.

(a) MANDATORY MEMBERSHIP.

(1) Harper's Ridge Investors (Developer) shall not be a member of the Home Owners Association and shall not be required to pay any membership fees or annual dues or assessments as may be levied from time to time by the association.

(2) Upon the purchase of a lot in the subdivision, a share of the home owners corporation will be transferred to each lot owner upon the payment of the then established share value, which share shall be non-assignable and transferable only with the conveyance of each lot from time to time. Membership is not optional and runs with the land.

(3) Upon the conveyance of any lot within the said subdivision, the ownership of the one share of the Home Owners Association will automatically vest in the new owner of the lot upon recordation of the deed. Each lot owner shall notify the Home Owners Association of the conveyance of said lot and deliver immediately his share of stock to the Home Owners Association and a change of name will be made on the corporate books and a new share of stock will be issued to the new lot owner and the old stock will be cancelled.

(4) In the event that a lot is sold and no notice is given to the Association and the stock is not delivered within thirty (30) days to the Association after the date of sale, then the share of stock belonging to the prior lot

owner will be marked cancelled on the books of the Association and the secretary of the Association shall issue a new share of stock to the new lot owner dated the date of recordation of the deed to the new lot owner.

(5) Each purchaser of a lot shall be entitled to one (1) vote per lot in the said Home Owners Association. Membership shall be appurtenant to and may not be separated from ownership of the property. In the event of joint ownership of a lot or lots, said joint owners will be entitled to only one (1) vote per lot as determined between them and if an agreement cannot be reached by the said joint owners at the time of annual meetings of the Home Owners Association, then said vote will not be counted.

(b) FEES AND ASSESSMENTS.

(1) There shall be an original membership fee of $250.00 to be paid to the Home Owners Association at the time of the original purchase of a lot in the subdivision in exchange for a share in the Home Owners Association corporation. The initial membership fee for each lot shall be paid on a one time basis and there shall be no additional membership fee at the time of a subsequent conveyance of the lot.

(2) This original membership fee shall be used to establish a reserve account for the Home Owners Association which funds will be utilized for the maintenance of the common areas and for any other matters which the Home Owners Association should desire and deem expedient for the safety,

comfort, welfare and enjoyment of the owners of the lots in the subdivision.

(3) The Home Owners Association shall have the right to determine the amount of funds necessary on an annual basis to maintain the common areas and to levy an annual assessment or dues on each lot owner as herein more fully provided in the By-Laws of the said Home Owners Association. The charges, assessments or dues levied by the association as hereinabove provided shall be paid to it on or before the final date fixed by resolution of the Board of Directors. Written notice of the charge and date of payment shall be sent to each owner at the address last given by the owner to the association. If any charges levied against any lot shall not be paid when due, it shall become a lien upon said lot subject only to matters of record of such due date and shall remain a lien until paid in full. The Board of Directors may direct that such action be instituted either at law or in equity for the collection of such assessments or charges including interest, costs of collection and attorney's fees as they deem appropriate. The sale or transfer of any lot shall not effect any lien for charges provided for herein. Upon request, the association shall furnish a statement certifying that the charges against a specified lot have been paid or that certain charges remain unpaid as the case may be. In any event, the association shall

not be required to transfer memberships on its books or to all the exercise of any rights or privileges of membership by any member unless and until all the assessments and charges due it are paid.

30. LIMITED ACCESS. Access for purposes of ingress and egress in the subdivision shall be limited to those streets and roadways so designated on the aforementioned plat to be recorded. No lot owner shall use or allow his lot to be used as an easement for purposes of ingress and egress to the subdivision from adjoining property.

31. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

32. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

33. SEVERABILITY. Invalidation 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.

DATED at Anderson, South Carolina this _____ day of _____, 1985.

In the Presence of:

_____

_____

HARPER'S RIDGE INVESTORS, a South Carolina Partnership

BY: _____
It's Managing Partner

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Baylis C. Maxwell, III, as Managing Partner of Harper's Ridge Investors, a South Carolina general partnership, sign, seal and deliver the within Easements and Protective Covenants, and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

Sworn to before me this ____ day of _____, 1985.

_____

_____
Notary Public for South Carolina