

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)

EASEMENTS AND PROTECTIVE COVENANTS

WHEREAS, Fredda B. Culbreth and Joseph B. Glenn (hereinafter referred to as Developer) are the owners 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 Horseshoe Bend, a subdivision plat of same having been made by Farmer & Simpson Engineers, dated May 26, 1994, of record in the Office of the Clerk of Court for Anderson County, S.C., in Slide 498 at Page 9.

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 desires to impose certain protective 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 shown on the above referenced plat, the undersigned Fredda B. Culbreth and Joseph B. Glenn, do hereby impose the following protective and/or restrictive covenants and reserves the following easements, each of which shall be considered a covenant running with the title to each lot and shall be binding on the owners of all of the properties within said subdivision, their heirs, successors and assigns, to wit:

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, and buffer zones, all of which shall be shown as such on the subdivision 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 four-hundred (2,400) square feet of heated floor space exclusive of porches, garages and breezeways. No two story residence shall be constructed containing less than one thousand five-hundred (1,500) 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 four-hundred (2,400) 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 or 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 situated on corner lots.

3. Residence Location: All residence locations will be reviewed on an individual basis as to where set backs will be. Each lot in Horseshoe Bend has its own beauty and character and the placement of the house must be approved by the Architectural

Control Committee at the time house plans are reviewed.

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 he 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 front and rear elevations (and side elevations if required by the Architectural Control Committee), 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 be submitted and approved by the Architectural Control Committee. All landscaping must be installed within nine (9) months from the date

construction of the primary residence is completed. 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 construction application is obtained and approved.

5. Succession to Architectural Control Committee:

After the sale of fifty (50%) percent of the lots within the subdivision, the Architectural Control Committee as constituted above, shall, upon written request by a majority of the then lot owners, resign and said lot owners shall have the right to designate a new Architectural Control Committee composed of such lot owners as a majority of the then lot owners may designate, and thereafter the Architectural Control Committee, as so designated, shall succeed to all the rights, duties and powers set out herein. The members of the Architectural Control Committee shall be

appointed for a term of five (5) years and may be re-appointed for additional terms with no limit as to the number of additional terms for which they can be re-appointed. In all matters, a majority vote shall govern. In the event that the committee fails to approve and disapprove plans within thirty (30) days after they have been submitted to it, or in any event, if no suit to enjoin the erection or alteration of such building or improvements has been commenced before such erection or alteration is substantially completed, approval of the architectural committee shall be conclusively presumed and this covenant shall be deemed to have been fully complied with. The term "building or improvements" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area. 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 remaining members of the architectural committee.

6. 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, and such work must be completed within one (1) year after the issuance of the original building permit.

(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. The exterior of all structures are to be of brick or wood; any other exterior must be approved in writing by the Architectural Control Committee.

(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 and is additionally responsible for the protection of the public streets of the subdivision from erosion or from mud being carried on the public streets by construction vehicles. Any such mud or other material carried onto the public streets resulting from the construction activity on a lot is to be removed by the owner at the owner's expense within twenty-four (24) hours of its appearance on the street.

7. Septic Tanks: Each homeowner is responsible for their individual perk test and the proper placement of his septic tank.

8. 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.

9. Landscaping and Maintenance of Shrubbery and Lawns:

(a) All new residences are required to install a basic landscaping 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 plat plans as described in paragraph four (4) of the within covenants ad restrictions. All yard area from the rear corners of every house shall be planted with appropriate grass forward to the street, which shall include all side and front yards.

(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. Any lots that back up to one another without natural boundaries and privacy hedges or trees will be required to plant bushes or trees that will insure each homeowner their privacy. This must be done within four months of construction completion. This will be approved by the Architectural Control Committee. No trees shall be cut or removed from property without prior consent of the Architectural Control Committee. Lawns shall be kept in a neat manner and free of trash, rubbish and debris.

(c) All lot owners whose homes have not been constructed shall be responsible to keep the vegetation cut to a height not to exceed twenty four (24) inches. If the lot is not so maintained, the Architectural Control Committee has the right to so maintain the lot and charge the lot owner for the maintenance. If the lot owner fails to pay for the maintenance service within thirty (30) days after billing, the Homeowner's Association may place a lien

against the lot.

10. Mailboxes: The mailbox design shall be designated by the Architectural Control Committee. Any deviation desired 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.

11. 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.

12. 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.

13. 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 or public way in and under an enclosed area which further prohibits their visibility from any street or public way.

14. 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.

15. Temporary Structures and Outbuildings: No structure of a temporary character, 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 submitted with one-quarter inch scale drawings and specifications. No such structure shall be permitted prior to construction of the residence.

16. 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.

17. Nuisances: It is the intent of Developers that any motorized yard work equipment such as lawn movers, bush hogs, tractors, weed eaters or leaf blowers be used only during the hours of 7:30 a.m. and 8:30 p.m. Monday through Saturday. It is the intent that Sunday be reserved for a day of quiet and tranquility, the provision is precatory and not mandatory. Neighbors are expected to honor the request from other neighbors to limit noise if they are having a special occasion. No noxious or offensive activity shall be conducted or carried on upon any residential lot or other property subject to these restrictions or shall anything be done thereon which may be or may become an annoyance, nuisance or menace to the subdivision and other lot owners.

18. Video and Audio Antennas and Transmitters and Energy Producing Devices: 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. Likewise, no device for the production of energy or the like shall be installed on the lot or attached to a structure on the lot without the written approval of the Architectural Control Committee.

19. Business and Commercial Use: No lot or any part thereof shall be used for any business, commercial or public purpose.

20. Clothes Lines. There shall be no outside lines for

the hanging or drying of laundry.

21. Fuel Containers: No fuel oil tanks, containers and other receptacles for use in storing products used in heating residences shall be installed or buried on a lot unless required by adverse conditions preventing the normal transmission of such by wire or pipe by a supplier of petroleum products or electricity. The Architectural Control Committee must approve any request for on-site storage due to adverse conditions.

22. Animals: Horses may be kept on any lot of two and one-half (2.5) acres or more. Each lot owner must get permission from Architectural Control Committee concerning pasture area for horses and the number of horses permitted per lot. Any owner desiring horses must have consideration of all neighbors concerning smells, noise and safety. Problems concerning any animals should be brought directly to the animal owner. If a solution is not forthcoming, the problem should be brought to the Architectural Control Committee. 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 quiet enjoyment and beneficial use of the common area and streets of the subdivision.

23. Easements: Easements for installation and

maintenance of utilities and drainage facilities are reserved as shown on the above recited plat to be recorded.

24. Change of Lot Size: The Developer hereby expressly reserves to himself, his Successors and Assigns, the right to re-plat any two or more residential lots to be shown on the above recited plat of the subdivision for the purpose of creating a building site or lot different in size from any one of the lots as initially shown on said plat.

25. Driveways: It is the intent and desire of the Developer and Architectural Control Committee to have all driveways constructed of asphalt or concrete, the thickness of either of which must be approved by the Architectural Control Committee. Any use of material other than asphalt or concrete for a driveway must be approved in writing prior to installation and construction by the Architectural Control Committee.

26. Fences: The construction and installation of fences must have prior written approval by the Architectural Control Committee. 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 lot owner. No chain link.

27. Improvements and Additions: Any external 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.

28. Use of Motorized Vehicles: Operation of three or four wheelers is prohibited. All go carts, motorcycles, motorbikes or mopeds must be installed with proper mufflers for the suppression of noise. In no instance will any motorized vehicles be permitted to operate on any of the areas of the subdivision designated as common areas.

29. 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 by three (3) feet in size or area. No one shall erect a directional sign on any right of way or entry to advertise any activity, commercial or private, other than the Developer.

30. 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), his Heirs, Personal Representatives and assigns, and after sale of fifty (50%) percent of the lots in said subdivision, the Architectural Control Committee, herein reserves the right of first refusal to repurchase the lot herein conveyed in the event that the Grantee, his 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, his Heirs, Personal Representatives or 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), his Heirs, Personal Representative or 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), his Heirs, Personal Representative or Assigns, receives such notice, said notice to be given in writing by certified mail, return receipt requested. If Grantor (Developer), his Heirs, Personal Representative or Assigns, accepts said offer said Grantor, his Heirs, Personal Representative or 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.

31. Assessments: In addition to the responsibilities of the Architectural Control Committee as set out above, said committee shall be responsible for the upkeep and maintenance of any Common Areas in said subdivision. In order to provide a fund for said maintenance, each lot owner by acceptance of his or her deed agrees to pay initially unto said committee the sum of Two Hundred and Fifty and No/100 (\$250.00) Dollars to be placed by the aforesaid committee in an account and to be used as specified by said committee for the upkeep and maintenance of the Common areas. At the beginning of each new calendar year, projected expenses for the coming year will be calculated and divided by the number of lots in the subdivision and the owners of each lot shall pay one forty-first (1/41) of the expenses so calculated. A detailed list will be given to each owner and payment will be expected no later than January thirty-first (31st) of each calendar year. This assessment is to be utilized for the maintenance of the common area, payment to the appropriate utility company for street lights, seasoned flowers, painting of fences, any lawn care or for any other matters which the Architectural Control Committee should desire and deem expedient for the safety, comfort, welfare and

enjoyment of the owners of the lots in the subdivision. Upon resale of a lot, notice must be given to the Architectural Control Committee and the new owners informed of the annual assessment fee paid and given a copy of the covenants.

32. COMMON AREA AND STREETS: A Common Area or areas, 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; provided, however, that the Developer, his Heirs, Personal Representatives or Assigns, reserves the right for the option of first refusal to re-acquire said Common Area or areas at a total cost of One and no/100 (\$1.00) Dollar if the Common Area or areas so designated on said plat or plats are ever abandoned, or condemned pursuant to power granted unto a governmental agency, utility company or other cooperative, or other organization, or offered for sale by the Architectural Control Committee or shall be the subject of an action in foreclosure. 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.

33. LIMITED ACCESS: Access for purposes of ingress and egress in the subdivision shall be limited to those street 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 or from previously existing or future streets or roadways abutting any lot.

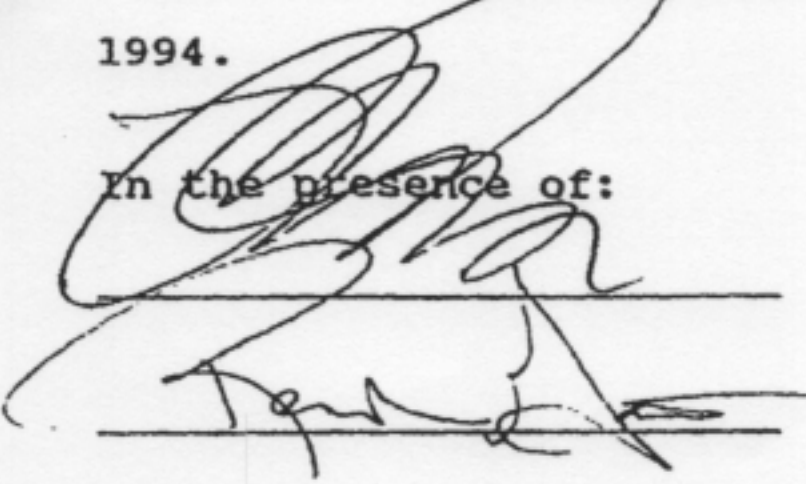
34. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of then (10) years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

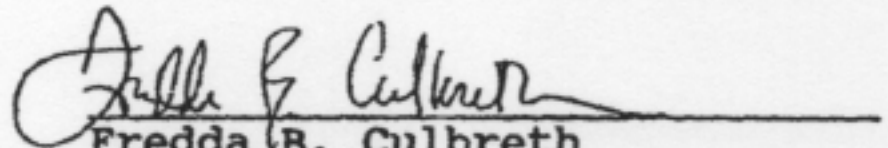
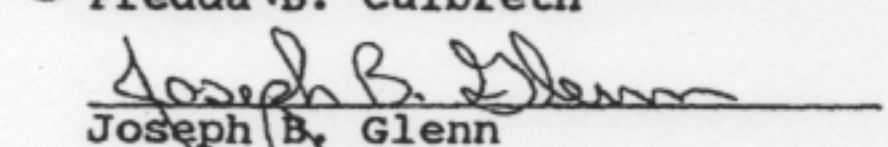
35. ENFORCEMENT: Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

36. AMENDMENT, RESERVATION OF RIGHT OF AMENDMENT BY DEVELOPER: These covenants may be amended by a two-thirds (2/3) vote of the lot owners of Horseshoe Bend Subdivision, each lot owner having one vote per lot owned. Provided however, Developer reserves unto themselves, their Heirs, Successors and Assigns the right, in their sole discretion as deemed necessary for the best interest of Horseshoe Bend Subdivision, to amend or revoke, in whole or in part, any of the easements or covenants contained herein.

DATED at Anderson, South Carolina, this 6th day of July,
1994.

In the presence of:

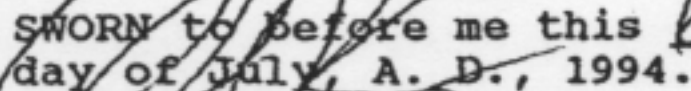



Fredda B. Culbreth

Joseph B. Glenn

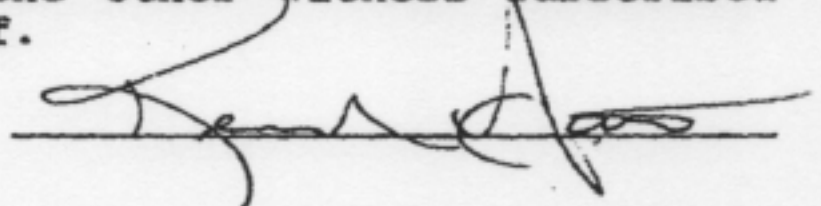
STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

P R O B A T E

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Fredda B. Culbreth and Joseph B. Glenn, sign, seal and as their Act and Deed, deliver the within written Deed, and that (s)he with the other witness subscribed above witnessed the execution thereof.


SWORN to before me this 6th
day of July, A. D., 1994.

(SEAL)
Notary Public for South Carolina
My Commission Expires: 6/1/98



FILED
JUL 11 1994
CLERK OF COURT
ANDERSON COUNTY, S.C.

FILED JUL 11 1994
JULY 11 A.D. 1994
1913 PAGE 220
10:53 A.M.
Monty Burton RMC
ANDERSON COUNTY, S.C.