

REGENCY PARK

HOMEOWNERS' ASSOCIATION, INCORPORATED



ATTACHMENT #1

REGENCY PARK SUBDIVISION RESTRICTIVE COVENANTS

This is a summary of the Restrictive Covenants of Regency Park Subdivision. If there are any questions, please refer to the specific Restrictive Covenants provided to you at the time of purchase of your home, or those kept on file in the Office of the Clerk of Court for Anderson County, Anderson County Courthouse.

- 1) No structure (storage sheds, garages, etc.) shall be erected or placed on any property without the approval of R. D. Garrett, Developer, or his representative (The Regency Park Homeowners' Association Board of Directors).
- 2) Metal fences are not allowed past the front corner of the house. Wooden fences may be permitted with prior approval of the Regency Park Board of Directors.
- 3) Parking on the street is prohibited from 1:00 A.M. until 6:00 A.M.
- 4) No livestock are permitted on the premises (horses, cows, swine, goats, ducks, chickens, etc.).
- 5) 1800 square feet of heated space is the minimum square footage requirement for homes.
- 6) No offensive trade or activity that is an annoyance to the neighborhood is allowed.
- 7) Trailers used as a residence are not allowed.
- 8) Clotheslines are not permitted in any front yard.
- 9) Garbage cans must be maintained in an unobtrusive place and covered.
- 10) Fuel oil containers (oil or gas for heat, etc.) must be located underground.
- 11) Commercial repair of vehicles is prohibited.
- 12) Mail boxes must be maintained in good state.
- 13) Open carports must not face the street.

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lots covered by these restrictions it may face the street, but must have doors. If, however, an open carport is constructed on any of these lots it may open only to the side or rear of the lot on which it is constructed, and the walls there must be of solid construction.

6. No livestock, cattle, swine, sheep, goats or other such animals of similar breed shall be permitted to be kept on any residential plot. Likewise, no chickens, domestic ducks, geese or other such fowls shall be permitted or kept on any residential plot.

7. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of Joe Harvey, Walt Rumminger, and R. D. Garrett, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members shall have full authority to approve or disapprove such design or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such designs or location within thirty days after said plans and specifications have been submitted to it, or in the event if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not have to be required and this covenant will be deemed to have been fully complied with.

8. Neither the members of such committee, or its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representatives, shall cease at the expiration of twenty-five (25) years, from the

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execution of this instrument. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

9. No building shall be located nearer to the front lot lines than fifty five (55) feet. No building shall be located nearer to any side lot line than the distance represented by 10% of the average width of such lot.

10. No residential structure shall be erected or placed on any building plot containing less than 1,800 square feet of heated living space, excluding basement areas. No residential structure shall be erected or placed on any building plot which has a width of less than fifty feet at the front building set back line.

11. No noxious or offensive trade or activity shall be carried on upon any of the lots affected by these restrictions, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. No outbuildings of any character or nature, whatever, shall be constructed or erected or placed on any lot affected by these restrictions, unless first approved in writing by the committee referred to in Paragraph Seven.

13. No trailer, basement, tent, shack, garage, barn or other out-building erected on any lot affected by these restrictions, shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, unless approved in writing by the committee referred to in Paragraph Seven.

14. On any corner lot in this subdivision, no garbage cans or any other disposal containers shall be placed or located closer than twenty-five (25) feet to any side or front lot line; nor shall any clothes lines be closer than twenty-five (25) feet to any front or side lot line of said lot, other than the rear lot line provided the same does not face the street. In any

event, no clothes lines shall be located or placed in the front of any home erected on the lots covered by these restrictions. All garbage cans on all lots in said subdivision shall be placed in an unobtrusive place and shall be kept covered at all times.

15. All fuel oil tanks or other type tank used for the storage of oil or gas for heating must be located underground. Gas tanks used for cooking purposes may be located above ground subject to the approval of the committee outlined in Paragraph Seven.

16. No vehicle of any type shall be parked on any lot for the purpose of making repairs to the same or stored other than emergency repairs by the owner of said lot, but no commercial repairs of any vehicle shall be allowed on said lots. In addition, there shall be no on-street parking in front of any of the lots covered by these restrictions between the hours of 1:00 A. M. and 6:00 P. M.

17. All residences shall have a standard letter-size, metal mail box as approved by the United States Postmaster General, which is to be erected by the owner on a 1½ inch, galvanized iron pipe, at the height required by the United States Post Office Department. All boxes and posts shall be kept in a good state of repair at all times.

18. There shall be no fences of metal construction extended past the front of any house erected on any of the lots covered by these restrictions. There may, however, be erected a wooden split rail or other wooden construction fencing beyond the front of the house erected on lot covered by these restrictions provided however, such fencing is approved in writing by the subdivision committee referred to in Paragraph Seven.

These restrictions are hereby imposed by the undersigned, who is the owner of all the lots of the residential subdivision known as Regency Park, a plat thereof being recorded in the Office of the Clerk of Court for Anderson County, South Carolina.

WITNESS my hand and seal this 18 day of January, A.D., 1980.

In the presence of:

Barbara A. Rear

R. D. Garrett (SEAL)

Carl Leatherman

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

PERSONALLY appeared before me Carl Leatherman and made oath that he saw the above named R. D. Garrett sign, seal and as his act and deed, deliver the within written Protective Covenants for the uses and purposes therein mentioned, and that he with Barbara Rear witnessed the execution thereof.

SWORN to before me this 18 day of Jan., A.D., 1980

Robert L. Ware (SEAL)
Notary Public for S. C.

Commission Expires 12/31/83

Carl Leatherman

recorded this 24 day of Jan - A. D. 1980
in Vol. 19-12 Page 534
At 12:59 P. M.

C. J. Burdette C.C.C.P.
Anderson County, S. C.

FILED FOR RECORD
ANDERSON, S.C.
JAN 24 12 59 PM '80

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EXECUTED by the undersigned this 25 day of February 1981.

IN THE PRESENCE OF:

Kim B. Shepard (SEAL)
R. D. GARRETT

George N. Garrett (SEAL)
Witnesses to the signature
of R. D. Garrett & George
N. Garrett
George N. Garrett (SEAL)
GEORGE N. GARRETT

David M. Brown (SEAL)
DAVID M. BROWN

Judy C. Bridwell
Witnesses to the signature
of David M. Brown

Ronald P. Quagliara (SEAL)
RONALD P. QUAGLIARA

Judy C. Bridwell

Jeannine A. Quagliara (SEAL)
JEANNINE A. QUAGLIARA

Judy C. Bridwell
Witnesses to the signature
of Ronald P. Quagliara and
Jeannine A. Quagliara

William D. Webb (SEAL)
WILLIAM D. WEBB

Judy C. Bridwell

Judy B. Webb (SEAL)
JUDY B. WEBB

Judy C. Bridwell
Witnesses to the signature
of William D. Webb &
Judy B. Webb

Wesley D. Dickover (SEAL)
WESLEY D. DICKOVER

Judy C. Bridwell

Betty J. Dickover (SEAL)
BETTY J. DICKOVER

Judy C. Bridwell
Witnesses to the signatures
of Wesley D. Dickover and
Betty J. Dickover

Paul E. Martin, III (SEAL)
PAUL E. MARTIN, III

Judy C. Bridwell

Hazel T. Martin (SEAL)
HAZEL T. MARTIN

Judy C. Bridwell
Witnesses to the signatures
of Paul E. Martin, III and
Hazel T. Martin

CROMER & STONE CONSTRUCTION & REALTY
CO., INC. (SEAL)

Judy C. Bridwell

By George N. Garrett
Its President

Judy C. Bridwell
Witnesses to the signature
of CROMER & STONE CONSTRUCTION & REALTY CO., INC.

And George N. Stone
Its Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

PROBATE

PERSONALLY appeared before me the undersigned witness
and made oath that she saw the within named R. D. Garrett and
George N. Garrett sign, seal and as their act and deed, deliver
the within written Amendment & that (s)he with the other witness
whose name is subscribed above witnessed the execution thereof.
SWORN to before me this 25
day of February, 1981.

Estace K. Doner (SEAL)
Notary Public for South Carolina

Kira B. Shepherd

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

PROBATE

PERSONALLY appeared before me the undersigned witness
and made oath that she saw the within named Ronald P. Quagliara
and Jeannine A. Quagliara sign, seal and as their act and
deed, deliver the within written Amendment; and that (s)he with
the other witness whose name is subscribed above witnessed the
execution thereof.

SWORN to before me this 28th
day of February, 1981.

Judy C. Bradwell (SEAL)
Notary Public for South Carolina

Judy C. Bradwell

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 William D. Webb
and Judy B. Webb sign, seal and as their act and deed, deliver
the within written Amendment; and that (s)he with the other
witness whose name is subscribed above witnessed the execution
thereof.

SWORN to before me this 25th
day of February, 1981.

Judy C. Bradwell

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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 Wesley D. Dickover and Betty J. Dickover sign, seal and as their act and deed, deliver the within written Amendment; and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

SWORN to before me this 25th day of February, 1981.

Judy C. Burdette (SEAL)
Notary Public for South Carolina

Wesley D. Dickover
FEB 26 11 23 AM '81

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 Paul E. Martin, III and Hazel T. Martin sign, seal and as their act and deed, deliver the within written Amendment; and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

SWORN to before me this 25th day of February, 1981.

Judy C. Burdette (SEAL)
Notary Public for South Carolina

Paul E. Martin, III

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 CROMER & STONE CONSTRUCTION & REALTY CO., INC. by its duly authorized officers sign, seal and as its act and deed deliver the within written Amendment; and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

SWORN to before me this 25th day of February, 1981.

Judy C. Burdette (SEAL)
Notary Public for South Carolina

Wesley D. Dickover
Rec'd Feb 26, 1981 at 11:23am

C. J. Burdette, cccp