

STATE OF SOUTH CAROLINA)	RESTRICTIVE AND PROTECTIVE
)	COVENANTS, EASEMENTS AND
)	RIGHTS OF WAY FOR WELBORN
COUNTY OF ANDERSON)	ACRES SUBDIVISION, PHASE III

WHEREAS, C. Dwight Edwards is the owner and Developer of real estate subdivision known as Welborn Acres, Phase III, and

WHEREAS, David F. Hutto and Ann P. Hutto, the Developers of Phase I and II of Welborn Acres Subdivision restricted the said Subdivision by Restrictive and Protective Covenants, Easements and Rights of Way for Welborn Acres Subdivision, recorded in the Register of Deeds Office for Anderson, South Carolina in Record Book 1148 at Page 275, as amended in the said Register of Deeds Office Record Book 1165 at Page 94, and

WHEREAS, C. Dwight Edwards, as Developer wishes to restrict the remaining acreage within the subdivision in accordance with the Restrictive Covenants previously referenced and to amend and strengthen said covenants in several respects; and

WHEREAS, it is their intention and desire to develop a residential community in accordance with a uniform plan of development to preserve and maintain property values to

promote the use and enjoyment of property by the respective homeowners within the subdivision community and to enhance the harmonious appearance and use of the subdivision property for the mutual benefit of the Developer and all homeowners; and

WHEREAS, it is deemed necessary and desirable to create specific restrictive and protective covenants and delineate certain easements and rights of way hereinafter more fully set forth.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein set forth, C. Dwight Edwards, hereinafter referred to as "Developer" hereby declares, creates and imposes upon the real estate hereinafter described, the following covenants, restrictions, easements, reservations, servitudes and rights of way which are hereby declared to be covenants running with the land, as follows:

ARTICLES I - REAL PROPERTY SUBJECT TO THIS DECLARATION

1.1 Subject Property. All those various lots of land numbers 16 and 23 through 65 as shown on a plat by Hugh F. Isbell, RLS #14528 dated October 25, 2003 entitled "Welborn Acres Subdivision Phase III" and recorded in the public records of Anderson County, South Carolina in Plat Slide 1425, at page 4+5.

1.2 Conflict with Zoning Statutes. In the event of any conflict between the provisions hereof and any zoning ordinance or statute, or subdivision law or regulation, in effect on the date of recordation of these covenants, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

1.3 Duration of Restrictions. These covenants are to run with the land for a period of thirty-five (35) years, at which time they will be automatically extended for successive periods of ten (10) years each, unless, by a majority of the then owners, it is agreed to change said covenants in whole or in part. Changes may be made by the unanimous consent of all owners at any time.

1.4 Enforcement of Restrictions. The uses permitted and prohibited and the terms, conditions and limitations hereinabove set forth in this Article and hereinbelow set forth in the following Articles shall apply to all numbered lots shown on the aforesaid plat. If any of the parties hereto, or their heirs, successors or assigns, shall violate any of the covenants herein contained, it shall be

lawful for any person or persons owning any numbered lot covered by these restrictions to prosecute any proceeding at law or in equity for the enforcement of these covenants. The developer or any other party seeking to enforce these covenants will be entitled to reimbursement of costs and expenses including reasonable attorney fees, from any person or entitle found in violation of these covenants by a court of competent jurisdiction.

ARTICLE II - USES PERMITTED AN PROHIBITED

2.1 Use for Single Family Residence. All lots in the subdivision or development shall be used exclusively for single family residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any such lot other than one detached single family dwelling subject to the size, design, construction, materials and architectural control as detailed hereinbelow.

2.2 Businesses Prohibited. No structure at any time situated on the real properties within the subdivision or development shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purpose, or as a professional office, and no billboard or advertising signs of any kind shall be erected or displaced

thereon, except such signs as are hereinafter permitted. No part of any structure 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 lot in the subdivision or development and no structure at any time therein shall be converted into a duplex residence, garage apartment 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 Developer, obstruct the vision of any motorist upon any street or avenue shown on the plat.

2.4 Mobile Homes Prohibited. No mobile home or modular homes of any type, whether on wheels, jacks or permanent foundations, will be permitted in the subdivision or development. The term "Mobile Home" shall include trailers and manufactured homes.

2.5 Recreational Vehicles. No trailer homes, motor homes, campers or recreational vehicles of any description will be allowed to be set up and used within the

subdivision or development. Any such trailer homes, motor homes, campers, or recreational vehicles of any description shall not be parked on the streets of the subdivision, nor in the front yard of any dwelling or residence or in any other position or location which would constitute any eyesore or nuisance in the sole and absolute judgment of the Developer. No tractor trailer trucks or similar vehicles shall be allowed to part at any location inside the subdivision except for the temporary purpose of loading and unloading furniture or other items being delivered or taken from any lot or residence in the subdivision.

2.6 Boats. All boats of every type and description and all boat trailers of every type and description shall not be parked on the streets of the subdivision, nor in the front yard of any residence or dwelling within the subdivision or in any other position or location which would constitute an eyesore or nuisance in the sole and absolute judgment of the Developer.

2.7 Abandoned or Unsold Motor Vehicles. No abandoned, unlicensed, or unsold "For Sale" motor vehicles of any description shall be allowed to be parked on any lot, driveway or street in the subdivision. No disabled or non-operative motor vehicle shall remain on any lot, driveway

or street for more than one (1) week unless stored in a closed building or garage.

2.8 Temporary Structures. No structure of a temporary character, including, but not necessarily limited to, sheds, shacks, trailers, tents, barns, storage shelters or any other type of outbuilding or any other temporary or movable building or structure of any nature or kind shall be erected, placed or permitted to remain in the subdivision; provided, however, that nothing contained herein shall prevent the use of a temporary construction shed during the period of actual construction of a dwelling nor the use of adequate sanitary toilet facilities for workmen during the period of such construction.

2.9 Temporary Residence Prohibited. No trailer, basement, garage or any outbuilding of any kind shall at any time be used as a residence, either temporarily or permanently. No disabled or wrecked vehicles, mobile homes or tents shall be placed, erected or permitted to remain in the subdivision, nor shall any; overnight camping be permitted on any lot.

2.10 Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on on any part of the subdivision or development, nor shall anything be

permitted which may be or become a nuisance, a source of embarrassment, discomfort or annoyance to the neighborhood. All property within the subdivision or development is hereby declared to be a wildlife sanctuary and any hunting of any wild birds or animals is prohibited.

2.11 Antennae and Similar Devices. No radio or telephone, aerial or antenna, nor any other exterior electronic or electric equipment or devices of any kind or any receiving or transmitting terminals or any other devices used for reception and/or transmission of audio or video signals shall be installed or permitted to remain on the exterior of any structure located within the subdivision without the prior written approval of the Developer as to location, size and design.

2.12 Swimming Pools. Any temporary or movable wading pool or other similar device used for recreational purposes shall not be permitted unless located out of view from any street in the subdivision. Permanent above-ground pools shall not be permitted. Permanent in-ground pools are permissible. Any permanent pool, must have prior written approval from the Developer as to decking, screening, location, size, design and materials.

2.13 Fuel Tanks. Fuel storage tanks or containers

shall be buried below the surface of the ground and out of view and consistent with normal safety precautions.

2.14 Animals. No animals, livestock or poultry shall be raised, breed or kept on any lot in this subdivision, except that dogs, cats and household pets may be kept provided they are not kept, breed or maintained for commercial purposes and provided further that they are maintained in conformity with all applicable laws and regulations. Dogs and cats and other household pets shall be kept confined at all times and not allowed to roam so as to become a nuisance to the neighborhood or nearby property nor destructive to wildlife.

2.15 Garbage Cans, Wood Piles and Clotheslines. Garbage and trash cans, wood piles and clotheslines must be located in an inconspicuous place so as not to constitute an eyesore or nuisance.

2.16 Window Air Conditioning Units. No window air conditioning unit shall be installed on any side of any building which faces a street.

2.17 Signs and Advertising. No signs of any character shall be displaced or placed upon any lot, except "For Rent" or "For Sale" signs, which signs shall refer only to that particular premises on which

displayed, shall not exceed two square feet in size and shall be limited to one sign per lot. The Developer may enter upon lot and summarily remove and destroy any signs which do not meet the provisions of this paragraph; provided, however, that the Developer, or any person designated by the Developer, may erect or maintain such commercial and display signs on such lots, temporary dwellings, sales offices, model houses or other structures as Developers may deem advisable for development purposes.

2.18 Temporary Buildings Incident to Construction.

Temporary buildings for uses incident to construction work are permitted, provided, however, such buildings or structures shall be removed upon completion or abandonment of the construction work. The construction of any residence or structure once commenced must be fully completed within one year from commencement unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety (90) consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which may be

removed by the Developer at the expense of the owner or the lot upon which such buildings are located, the costs of which shall be paid to the Developer by said owner on demand.

2.19 Trash Accumulation and Burning. No trash, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of any lot after construction of a permanent residence thereon. No fires for the burning of trash or other debris or refuse shall be permitted on any lot except during construction of a permanent residence thereon. All contractors and/or lot owners shall be responsible for removal of all trash and rubbish during the period of construction and shall see to it that the area surrounding the house shall be maintained in a neat manner.

2.20 Driveways. The owner of any lot upon which a residence is constructed shall pave a driveway and maintain such driveway in a neat manner, the design, type of material and location of such driveways to be subject to approval by the Developer.

2.21 Name, Number Plates and Mailboxes. A plate or sign showing the number of the residence and the name of the occupants may be placed on any lot on which a building

is located at the option of the property owner in accordance with the size, location, design, and type of materials approved by the Developer. Mailboxes shall be of size, location, design and type of materials approved by the Developer and shall conform to U.S. Postal department regulations.

2.22 Maintenance of Shrubbery and Hedges. Property owners will be required to keep shrubbery or hedges trimmed to reasonable limits, so that air circulation or view from surrounding property will not be adversely affected, and so that traffic hazards will not be created.

2.23 Off-street Parking. Provisions must be made by the property owner for off-street parking of automobiles and vehicles as the parking of automobiles and vehicles on the streets of said subdivision will not be permitted.

2.24 Sewage Disposal. Sewage disposal shall be the obligation of the individual lot owners. Sewage disposal shall be by connection to public sewage system, when available, in compliance with the requirements and specifications of the South Carolina State Department of Health and Environmental Control. When connection to the public sewage system is not available or is not practical or feasible, a septic tank and drain field may be placed on

a lot complying with the specifications and requirements of the South Carolina State Health Department.

2.25 Wells. No wells may be drilled or maintained on any part of the subdivision without first obtaining the written consent of the Developer. In no event shall any individual water supply system or well be permitted on any part of the subdivision except for use to supply water for air conditioning, heating and irrigation purposes and allowable swimming pools and other exterior uses.

2.26 Motor Scooters, Motorcycles, and Co-carts. No motor scooter, motorcycle or go-cart or similar device shall be operated on any portion of the subdivision or any street within the subdivision so as to constitute a nuisance or annoyance to neighbors.

2.27 Access to Subdivision. There shall be no access to the subdivision across any lot. Any access or roads into the subdivision shall be as shown on the plat of the subdivision only. There shall be no access from any lot as shown on the plats on the perimeter of the property except to and from designated streets and roads located exclusively within the boundary of perimeter lines of the subdivision as shown on the plats.

2.28 Rubbish Removal. 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 and shall at all times maintain his lot or lots in such a manner as to prevent said property from becoming unsightly, unsanitary or a hazard to health and shall maintain said property in a neat and attractive condition.

2.29 Maintenance. All lot owners shall maintain their entire lot or lots, including areas along the front to the streets, including banks, easements, etc.

2.30 Heavy Equipment. No builder, contractor or property owner will unload heavy equipment on paved streets within the subdivision and any builder, contractor or property owner damaging any of the streets or development improvements in said subdivision will be responsible for such damage.

2.31 Removal of Property Pins. No property pin shall be removed by a lot owner, builder, contractor or landscaper and if said pins are removed, it shall be the responsibility of said lot owner or his builder, contractor or landscaper to replace the same at their expense.

2.32 Utility Areas. Each residence may have one screened utility area. Each utility area shall be hedged

or fenced on all sides thereof, except the entrance thereto, using such materials with such height and design as shall be approved by the Developer. No pens, yards or houses for pets, above ground storage of construction materials, coal, oil or other fuels, clothes racks, or clothes lines, clothes washing and drying equipment, laundry rooms, tool shops, work shops, garage and trash cans and receptacles, detached garages, above ground exterior air conditioning and heating equipment, children's playhouses, lawn maintenance equipment or other mechanical or household equipment or any other structures or objects of an unsightly nature or appearance shall be placed or permitted to remain upon any lot unless the same shall be erected, maintained and allowed to remain wholly within a utility area. All garbage containers shall be placed in an inconspicuous place, screened from view and kept in a neat manner.

2.33 Reservation of Easements. The Developer reserves all necessary easements for utilities and drainage, specifically reserving such easements across the front twenty feet of each lot for underground utilities and seven feet along all side and rear lot lines. No structure or other improvement shall be located on any portion of the

subdivision so as to obstruct, impede, restrict, or otherwise interfere with any such easements.

ARTICLE III - SETBACK LINES, LOCATION AND SIZE OF IMPROVEMENTS AND BUILDING PLOT PLANS

3.1 Setback Lines. No building shall be located on any lot in violation of the minimum setback line of fifty feet from the front of each lot and no building shall be located within twenty feet of any side lot line nor within thirty feet of the rear lot line.

3.2 Direction and Location of Dwellings. All buildings shall face toward the front lot line which is defined as the side of the lot adjoining the abounding street. All buildings and garages to be constructed on corner lots shall be located and face in the direction designated by the Developer.

3.3 Garages. All homes must have a garage or carport of at least 400 square feet either attached or detached with connecting breeze-way if visible from any street within subdivision and shall be enclosed with permanent garage doors.

3.4 Walls, Fences or Hedges. Any wall, fence or hedge to be erected or placed on any lot, whether as a part of the original residence or a later addition, must have the prior

written approval of the Developer before commencement of construction or installation of such wall, fence or hedge.

3.5 Subdividing, Recruiting or Altering Lots. Once a lot is sold by the Developer, it shall not be subdivided, nor shall any such lot or lots be re-cut or altered so as to face in any direction other than as is shown on the subdivision plat, except Developer shall have the right to adjust lot lines not affecting more than ten (10%) percent of the acreage of any given lot.

3.6 Multiple Lots for Single Residence. Nothing contained herein shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential building site.

3.7 Minimum Required Square Footage. No residence shall be constructed on any of the lots in the subdivision containing less than one thousand five hundred (1500) square feet of heated floor space, with first floor of two story or basement having to be one thousand two hundred (1200) square feet of heated floor space exclusive of porches, garage and breeze-ways. In computing the square footage of any residence, credit shall be given for one-half the square footage of any basement which is finished and heated. No one and a half story residence shall be

erected containing less than one thousand three hundred (1300) square feet of heated floor space on the ground floor, ground floor being defined as the floor upon which the main front entrance is located. No two-story residence shall be erected containing less than one thousand (1,000) square feet of heated floor space on the ground floor. All structures shall have a minimum of twelve (12) inches of boxing overhang. No stucco or block foundation shall be exposed. All exposed wall of foundation shall be brick or stone.

3.8 Grading or Filling. No grading or filling, which would change the elevation of any lot shall be done without the prior written approval of the Developer.

ARTICLE IV - APPROVAL OF PLANS AND SPECIFICATIONS

4.1 Developers Approval. For the purposes of insuring the development of the subdivision as an area with an esthetic appearance and except as maybe otherwise provided herein, 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 to or alterations of such be allowed unless building plans and specifications

covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the subdivision property, together with such other information as shall be reasonable required by the Developer, and shall have been submitted to the said Developer and approved in writing by the Developer.

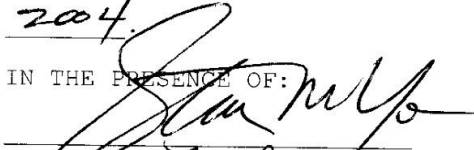
4.2 Standards of Disapproval. The Developer shall have the absolute and exclusive right to refuse to approve any building plan, specification, materials, design, lot grading or landscaping plan of anything or structure which is, in the opinion of the Developer, not suitable or desirable for any reason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

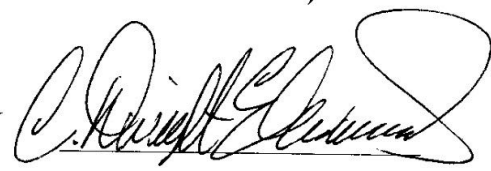
4.3 Failure to approve or disapprove. In the event that the Developer fails to approve or disapprove any matters within the scope of its authority within thirty

(30) days after submission of such plans or proposals to it, or in any event if no suit to enjoin such matter or thing has been commenced prior to completion of 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 Developer, to the owner of any lots within the subdivision or to the Developer.

4.4 Application time. Applications for approval as required herein shall be made to the Developer and the thirty (30) day period referred to hereinabove shall commence upon such submission, the said thirty (30) days to be counted, excluding the date of submission and including the 30th day thereafter. In the event the 30th day falls on a Saturday, Sunday or legal holiday, the last day of the approval period shall be the next day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the undersigned Developer has set his respective hand and affixed his respective sales at Anderson, South Carolina, this 5TH day of JANUARY,

2004.

IN THE PRESENCE OF:
Edna K. Burton


C. Dwight Edwards

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

I, a Notary Public for South Carolina do hereby certify that C. Dwight Edwards personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 5th day of January, 2004.

Edna Ruth Burton

Notary Public for South Carolina
My Commission Expires: 7/29/05

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Shirley McElhannon