

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR  
WILD DEER CROSSING, PHASE 1

RECORDED IN DEED BOOK 8553 PAGE 99

This First Amendment to Declaration of Protective Covenants, Restrictions, and Easements is made this 31<sup>st</sup> day of October, 2013 by T. Walter Brashier, as Trustee of T. Walter Brashier Revocable Trust Agreement dated February 19, 2004, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, SCA Property Development, LLC imposed certain Declaration of Protective Covenants, Restrictions and Easements for Wild Deer Crossing, Phase 1 dated July 5, 2007 and recorded March 13, 2008 in the office of the Register of Deeds for Anderson County, South Carolina in Deed Book 8553 at page 99; and

WHEREAS, paragraph 31 Change or Amendment of said Restrictions provides that the restrictions may be amended by a two-thirds (2/3) vote of lot owners of Wild Deer Crossing;

WHEREAS, Developer purchased the unsold lots in Wild Deer subdivision from SCA Property Development, LLC by deed dated August 24, 2011 and recorded in said ROD Office in Deed Book 10136 at Page 95, and in addition acquired the development rights from SCA Property Development by Assignment and Transfer of Development Rights dated August 24, 2011 and recorded in said ROD Office in Deed Book 10136 at Page 105; and

WHEREAS, Developer is the owner of more than two-thirds (2/3) of lots in the subdivision and wishes to amend the restrictions by reducing the minimum square footage of dwelling size from 1,800

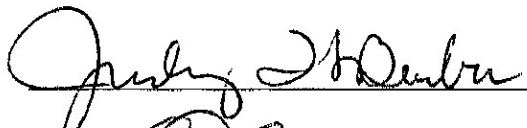

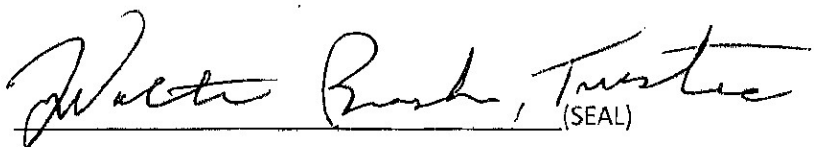
square feet to 1,500 square feet and by reducing the minimum square footage for garages from 500 square feet to 400 square feet,

NOW, THEREFORE, in consideration of the premises and in the exercise of Developer's rights under the Protective Covenants, Restrictions and Easements, Developer hereby amends paragraph 2 Dwelling Quality and Size of the Declaration of Protective Covenants, Restrictions and Easements recorded March 13, 2008 in Deed Book 8553 at page 99 to reduce the minimum square footage for dwelling size from 1,800 square feet to 1,500 square feet, and to reduce the minimum square footage for garages from 500 square feet to 400 square feet.

Except as expressly amended hereby, the Declaration of Protective Covenants, Restrictions and Easements for Wild Deer Crossing, Phase 1 shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has executed this instrument the day and year first above written.

IN THE PRESENCE OF:

  
  
 (SEAL)  
 T. Walter Brashier, as Trustee of T. Walter Brashier  
 Revocable Trust Agreement dated February 19, 2004

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF GREENVILLE)

On this 31<sup>st</sup> day of October, 2013 personally appeared before me T. Walter Brashier, as Trustee of T. Walter Brashier Trust Agreement dated February 19, 2004 who acknowledged the due execution of the foregoing instrument.

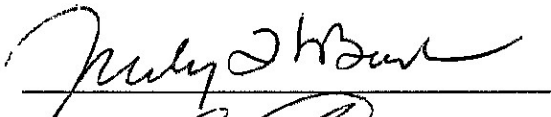
 (SEAL)

Notary Public for South Carolina


My Comm. Exp. 12-16-2014

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The undersigned Wild Deer Crossing Subdivision, LLC, being the owner of the majority of lots in the subdivision, hereby consents to the foregoing Amendment.



Wild Deer Crossing Subdivision, LLC



By:  (SEAL)

T. Walter Brashier, Member

State of South Carolina )

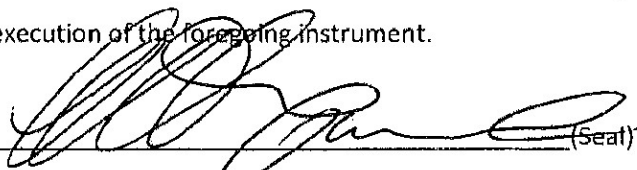
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ACKNOWLEDGMENT

County of ~~Anderson~~ )

On this 31<sup>st</sup> day of October, 2013 personally

appeared T. Walter Brashier, Member of Wild Deer Crossing Subdivision, LLC who acknowledged the due execution of the foregoing instrument.

 (Seal)

Notary Public for South Carolina

My Comm. Exp.: 12-16-2014

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REGISTER OF DEEDS, ANDERSON CO, SC  
Jean Jones

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON ) **DECLARATION OF PROTECTIVE  
COVENANTS, RESTRICTIONS, AND  
EASEMENTS FOR WILD DEER CROSSING**

**WHEREAS**, SCA Property Development, LLC (Developer) is the owner of a certain tract of land situated in the County of Anderson, State of South Carolina, to be developed as a residential subdivision and known as WILD DEER CROSSING, said tract of land being more particularly described as follows:

All that certain tract of land in the State of South Carolina, County of Anderson, Hopewell Township, containing 37.78 acres, more or less, and being that tract of land shown and designated as Tract A, containing 50.63 acres, more or less, on plat prepared by Robert R. Spearman, RLS, dated November 15, 1983, revised on January 22, 1992, and May 10, 1995, of record in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Slide 608 at Page 10; less and excepting that portion of Tract A containing 12.85 acres, more or less, as shown on plat prepared by Don M. Kelly, RLS, dated June 13, 1995, and of record in the aforesaid Office of the Register of Deeds in Plat Slide 1176 at Page 9-A

**WHEREAS**, Branch Banking and Trust Company of South Carolina is the owner and holder of a mortgage encumbering the subject property, which mortgage was recorded December 21, 2006, in Book 7777 at Page 50;

**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 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, SCA PROPERTY DEVELOPMENT, LLC, and BRANCH BANKING AND TRUST COMPANY OF SOUTH CAROLINA do hereby impose the following protective and/or restrictive covenants and reserve 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 streets, roadways, and buffer zones, all of which shall be 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; a garage for private passenger automobiles and personal storage; and other appurtenant structures as may be approved by the Architectural Control Committee.



2. DWELLING QUALITY AND SIZE: No residence shall be constructed containing less than one thousand eight hundred (1,800) square feet of heated floor space exclusive of porches, garages and breezeways. All residences must have garages either attached or detached. All garages must contain a minimum of five hundred (500) square feet of area for the storage of vehicles or boats. All garage openings must have doors. All driveways must be constructed of concrete or other materials which are approved by architectural review.

3. RESIDENCE LOCATION: No residence or structure shall be erected or placed 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 thirty-five (35) feet to the front lot line, fifteen (15) feet to an interior lot line, or forty (40) feet to the rear lot line. Variances due to unusual lot size or configuration or any other reason deemed proper may be given by the Architectural Control Committee and/or the Developer.

4. ARCHITECTURAL CONTROL COMMITTEE:

A. The Developer shall constitute the Architectural Control Committee (ACC) and may appoint such other persons from time to time to the said committee as it deems necessary. The Developer may, at any time at its option, by a supplemental recorded Declaration, terminate its participation in the ACC and its authority to appoint its members and designate the procedures by which the ACC will thereafter be constituted and operated. In any event, the Developer's control of the ACC will terminate when neither it, nor its successor in interest, owns any lot within the subdivision. Should the Developer terminate its participation in and authority over the ACC without designating procedures by which the ACC will be constituted and operated; or should the Developer and/or its appointees cease or refuse to act or function as a review committee while still empowered to do so; then, in either event, the owners of the lots in the subdivision may, by majority vote, with one vote per lot, choose the members to constitute the ACC, not to exceed five in number, and adopt by-law or other rules for the selection of members and operation of the ACC.

B. No structure, including without limitation residential structures, garages, storage buildings, transmitting or receiving devices, 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 or 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 ACC), specifications, exterior finish schedule and plot plans showing the location of any such building have been approved by the ACC 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 ACC 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. The ACC shall have the right to refuse to approve any such plans, specifications, or plot plans which in its opinion and discretion are not suitable or desirable and in so passing upon such plans, specifications, or plot plans, the ACC 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 ACC of any proposed construction or alteration, the ACC 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 unless a certificate of approval is obtained.

5. CONSTRUCTION REQUIREMENTS: 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. Either of these requirements may be waived or the completion period extended in the discretion of the ACC.

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 Building Code(s) applicable in Anderson County from time to time.

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. Also, during construction, portable or other suitable toilet facilities shall be made available on the construction site.

6. SEPTIC TANKS: Each homeowner is responsible for percolation testing and for the proper placement and permitting of his septic tank.

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 be kept 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: All new residences are required to install a basic landscaping plan on all sides of the residence facing a street or public way. 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.

All lot owners 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.

All lot owners of unimproved lots shall be responsible to keep the vegetation cut to a height not to exceed twelve (12) inches. If the lot is not so maintained the Homeowners Association 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 same shall be added to and become a part of any assessments for such lot as provided hereafter in Paragraph 31.

9. MOBILE AND FACTORY BUILT PRECONSTRUCTED HOMES: No mobile home, manufactured 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.

10. 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.

11. 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.

12. MOTOR VEHICLE PARKING AND STORAGE: 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.

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.

13. 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 ACC upon application submitted

with one-quarter inch scale drawings and specifications. No such structure shall be permitted prior to construction of the residence.

14. SWIMMING POOLS: No swimming pool, wading pool or any other type structure on a lot which contains water used for recreational purposes shall be visible from any street or public way. Location of a swimming pool, wading pool or other structure must be approved in writing by the ACC prior to construction and installation. In no event shall any of the above be located forward of the rear 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.

15. 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.

16. VIDEO AND AUDIO ANTENNAS AND TRANSMITTERS AND ENERGY PRODUCING DEVICES: All antennas, receivers, transmitting terminals or any other devices used for the reception and/or transmission of audio, video or electronic signals shall not be installed without the prior written approval of the ACC. 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 ACC. Satellite receiving dishes shall only be allowed if the dish is 24 inches or less in diameter and if installation may be made so that the discreet placement of the dish on the rooftop of the dwelling, can be done so that it does not interfere with the harmony of design of the structure in question, and provided further, however, that satellite receiving dishes may only be installed with prior written approval of the ACC.

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

18. 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 wires or pipe by a supplier of petroleum products or electricity. The ACC must approve any request for on-site storage due to adverse conditions.

19. 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 allow said pet to be 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.

20. EASEMENTS: There is hereby reserved a seven and one-half (7- 1/2) foot easement for installation and maintenance of utilities and drainage facilities along each side of all lot lines.

21. CHANGE OF LOT SIZE: The Developer hereby expressly reserves to itself, its successors and assigns, the right to re-plat any two or more residential lots shown on the above recited plat of the subdivision for purposes of creating a building plot or site larger in size than one of the lots as initially shown on said plat; and the right to change or modify the lot lines as may be necessary or advisable in order to best utilize the property and locate the improvements thereon. Otherwise, no lot shall be subdivided nor its boundaries altered without the consent of the Developer.

22. CLOTHESLINES: There shall be no outside lines for the hanging or drying of laundry unless the lines are in an enclosed porch or other area out of view to neighbors and passersby.

23. FENCES: The construction and installation of fences must have prior written approval by the ACC. Any fence or barrier erected without the prior written approval of the ACC will be removed at the property owner's expense and permission to do is herewith irrevocably granted to the ACC by said lot owner.

24. IMPROVEMENTS AND ADDITIONS: Any external improvement, alteration, and/or addition to the original residence or dwelling must be submitted to the ACC and written approval must be given prior to the commencement of construction.

25. 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 areas of the subdivision designated as common areas.

26. SIGNS: No signs 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. 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.

27. TERM: These covenants are to run with the land 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 in the subdivision has been recorded, agreeing to change said covenants in whole or in part.

28. LIMITED ACCESS: Access for purposes of ingress and egress to and from 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 or from previously existing or future streets or roadways abutting any lot.

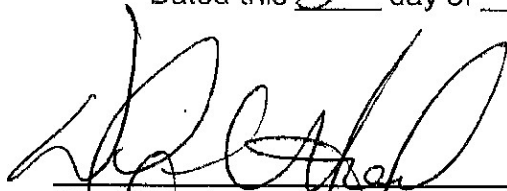
29. ENFORCEMENT: Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

30. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

31. CHANGE OR AMENDMENT: These covenants may be amended by a two-thirds (2/3) vote of the lot owners of Ansonborough, each lot owner having one vote per lot owned. Provided however, Developer and/or the ACC shall have the right, in their sole discretion, to alter, amend or modify the restrictions imposed in Paragraphs 3, 5, 8, and 21 as deemed necessary or proper in their application to any certain lot or lot owner; and to modify the minimum square footage requirement of Paragraph 2 only if reasonably necessary for the practical and efficient improvement of a lot due to topography or other special physical characteristics of the lot.

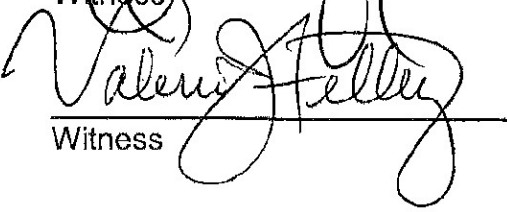
32. DEVELOPER'S RIGHTS: All rights, privileges and authorities herein given to the Developer may be assigned by written instrument to be recorded.

Dated this 5<sup>th</sup> day of July, 2007.

  
\_\_\_\_\_  
Witness

SCA PROPERTY DEVELOPMENT, LLC

By: William C. Wilson  
Its: VP

  
\_\_\_\_\_  
Witness



BRANCH BANKING AND TRUST COMPANY  
OF SOUTH CAROLINA

[Signature]  
Witness

By: [Signature]  
[Signature]

Denna Crawford  
Witness

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Rec Fee: 14.00 St Fee:  
Co Fee:  
REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public for the State of South Carolina, do hereby certify that SCA Property Development, LLC, by its above-signed officer or agent, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my Hand and Seal this 5th day of July, 2007.

[Signature]  
NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 3/30/08

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public for the State of South Carolina, do certify that Branch Banking and Trust Company of South Carolina, through its above-signed officer or agent, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Denna Crawford  
NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires

**COMMISSION EXPIRES  
SEPTEMBER 9, 2013**

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

CORRECTIVE  
DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR  
WILD DEER CROSSING

RECORDED IN DEED BOOK 8553 PAGE 99

This Corrective Declaration of Protective Covenants, Restrictions, and Easements is made this 24<sup>th</sup> day of August, 2011 by SCA Property Development, LLC., hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer imposed a Declaration of Protective Covenants, Restrictions, and Easements for Wild Deer Crossing, Phase 1 dated July 5, 2007 and recorded March 13, 2008 in the office of the Register of Deeds for Anderson County, South Carolina in Deed Book 8553 at page 99; and

WHEREAS, paragraph 31 of the Covenants, Restrictions and Easements contains a scrivener's error by referring to the subdivision as "Ansonborough;"

WHEREAS, Developer desires to correct such error by this corrective instrument,

NOW, THEREFORE, in consideration of the premises and in the exercise of Developer's rights under the Protective Covenants, Restrictions and Easements, Developer hereby modifies paragraph 31 of the Declaration of Protective Covenants, Restrictions and Easements recorded March 13, 2008 in Deed Book 8553 at page 99 by removing the word "Ansonborough" and substituting therefor "Wild Deer Crossing, Phase 1."

Except as expressly modified hereby, the Declaration of Protective Covenants, Restrictions



and Easements for Wild Deer Crossing, Phase 1 shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has executed this instrument the day and year first above written.

IN THE PRESENCE OF:

SCA PROPERTY DEVELOPMENT, LLC

[Signature]  
[Signature]

BY: [Signature] member  
Its: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF GREENVILLE

On this 24 day of August, 2011 personally appeared before me  
Carl Zooberg who acknowledged that he executed  
the within instrument on behalf of SCA Property Development, LLC.

SWORN TO AND SUBSCRIBED

before me this 24 day of August, 2011.

[Signature]

Notary Public for South Carolina

My Comm. Exp. 12-16-2014

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REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon

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