

**AMENDMENTS TO EASEMENTS AND PROTECTIVE COVENANTS  
FOR  
BRIDGEWATER SUBDIVISION  
ANDERSON, SOUTH CAROLINA**

**WHEREAS**, the undersigned desires to amend those certain Easements and Protective Covenants for Bridgewater Subdivision as recorded: and;

**WHEREAS**, the undersigned does, by these presents make, declare and impose upon the said described land the following agreements, conditions, restrictions, limitations, and easements which shall be and constitute covenants running with the land, and shall be binding upon the undersigned, its successors and assigns, as well as upon people claiming under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, of said property or any part, parcel or portion thereof, to wit:

1. No lot shall be used except for residential purposes and no building shall be erected on any of the lots in said subdivision other than one single-family type dwelling with attached or detached garage with a garage door.
2. All homes shall have a finished floor area of not less than 1600 square feet of heated space, excluding a garage, basement, or porch. In the event a two-story dwelling is constructed it must have a finished floor area of not less than 900 square feet of heated space on the ground floor excluding a garage, basement or porch.
3. No building shall be located nearer than 40 feet to the front street line on any lot. No building shall be located on any lot nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 10 feet to the rear lot line. However, as to any lot or lots determined in the sole discretion of the undersigned to be a hardship, or special case or cases, the undersigned alone may, at any time or times, in writing, waive or excuse partial or total compliance with this paragraph as to such lot or lots.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, camper, or other out-building shall be used on any lot, at any time, as a residence either temporarily or permanently. No mobile home, camper, or "mobile home" type structure, whether on wheels or not, shall be located, whether permanently affixed to the real estate, or not, on any lot, except for use as a construction of a dwelling on said lot.
5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
6. An easement is reserved unto the undersigned herein over five (5) feet along each side line of each lot; and over ten (10) feet along the front street line of each lot for drainage facilities, utility installation, utility rights of way and maintenance thereof. The undersigned may at any time and from time to time release, extinguish, and or relocate any easement or easements reserved to it hereunder without the consent or permission of any party or parties.
7. All sewage disposals shall be septic tank, which will meet the approval of the South Carolina Board of Health and Environmental Control (DHEC) until such time as public sewerage is made available and by public sewerage after such is available. No outhouses or privies are allowed. Owners will not be required to tap on when public sewerage is made available.

8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period.
9. No lot shall be subdivided, except that a lot may be separated into two or more parts, provided that each such part shall be added to and become a part of the lot or lots adjacent to it so as to increase the size of such adjacent lot or lots. Also, two or more adjacent lots may be combined into one lot. In the event a lot is increased in size by addition to or combination in a manner above mentioned, then the lot of increased size shall be considered as one lot for the purposes of the easement reservations, restrictions and other provision of this instrument.
10. No building shall be erected or placed on any lot until the construction plans and specifications for the building and a plan or sketch showing the location of the structure on the lot have been approved by the Bridgewater Subdivision Architectural Committee, (which will be created by the Bridgewater Homeowners Association) or its authorized agents, as to size, type, design, quality, harmony, or external design with existing structures, number of stories and roof angles, and location with respect to topography, and finished grade elevation. Approval or disapproval by the said Bridgewater Subdivision Architectural Committee shall be given in writing within fifteen (15) days after the said plans and specifications and plat or sketch have been received by them. In the event that the Bridgewater Subdivision Architectural Committee, or its authorized agents fails to approve or disapprove within fifteen (15) days after the plans and specifications and plat or sketch has been submitted to it, approval will not be required and the related covenant will be deemed to have been fully complied with.
11. Any structure must be completed within one (1) year after the initial construction has been commenced.
12. Any building, garage, well house or other structure should be built in harmony with the other residential properties in the development, and should be built with materials similar to the residence and should be stained or painted to match the residence.
13. It will be the responsibility of the homeowner to maintain the grounds in a neat and orderly fashion. No accumulation of discarded personal effects, debris, waste, garbage, or other unsightly objects or matter will be permitted on any lot.
14. Each homeowner shall be responsible for maintenance of the property including all easements and rights of ways. Driveways shall be paved of concrete so as to allow ease of ingress and egress.
15. No large satellite dishes will be placed on any lot.
16. No chain link fences shall be allowed in front of any home.
17. No unlicensed or inoperable cars or other machinery shall be permitted to remain on any lot unless completely enclosed in an out building or garage.
18. The raising of animals shall not be allowed on the property. Domestic pets only are allowed. No pet shall be permitted to cause a nuisance to any neighbor by roaming, barking or threatening.
19. All covenants, restrictions, and affirmative obligations set forth in the Declaration shall run with the land and shall be binding on parties and persons claiming under them for twenty (20) years from date 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 owners of lots affected by such covenants has been recorded, agreeing to change said covenants in whole or part.

20. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision or any of them jointly or severally, or the Bridgewater Homeowners Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Bridgewater Homeowners Association, shall have the right, whenever there shall have been built on any portion of the property any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction, or condition contained in the Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement. Attorney fees and costs for enforcement shall be assumed by property owner in violation.
21. Invalidation of any of the covenants by judgment or court order shall in no way invalidate or affect the other provisions which shall remain in full force and effect.
22. The Bridgewater Homeowners Association reserves the right to make reasonable amendments and modifications to the subdivision plat, and to reasonably amend this Declaration of Restrictive and Protective Covenants by a consent in writing of a majority of the owners of the lots in said tract.
23. Current owners of property covered by these restrictive covenants shall not be in violation of these restrictive covenants for any matters which exist prior to recording in the Office of the Anderson County Register of Deeds of these amended restrictive covenants.
24. Should any property owner, agent or owner, or the Bridgewater Homeowners Association be required to hire an attorney or otherwise take legal action to enforce the within covenants and restrictions the offending party shall pay attorneys fees and costs of the enforcing party.

I have read the above covenants and understand that by purchasing this property I am bound by these covenants.

IN WITNESS WHEREOF, the undersigned homeowner has caused this instrument to be executed this 8<sup>th</sup> day of March, 2001.