

STATE OF SOUTH CAROLINA)
) DECLARATION OF RESIDENTIAL RESTRICTIVE
 COUNTY OF ANDERSON) COVENANTS FOR CREEK WALK SUBDIVISION

WHEREAS, The undersigned, Candace G. Cochran is the current owner of certain real property situate in the County of Anderson, State of South Carolina being more particularly shown on a plat of Creek Walk Subdivision made by Farmer & Simpson Engineers, Inc. dated September 10, 1999 and recorded in the Anderson County office of the Register of Deeds in Slide * at page *; and

WHEREAS, Candace Cochran (hereinafter called DEVELOPER) desires to develop said real property as a residential subdivision under a general plan for improvement under which the lots may be used for residential purposes only and to that end and for the benefit of the present and future owners of said lots the property is made subject to the below stated Restrictive Covenants.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the premises DEVELOPER hereby imposes on the above referred to real property the following restrictive covenants which shall be appurtenant to, and run with, said land and will be binding upon all current and future owners.

1. **RESIDENTIAL USE REQUIREMENT:** No lot may be used except for residential purposes and no commercial activities of any kind will be permitted. Provided, however, so long as DEVELOPER owns any lots in the subdivision she may, in her sole discretion, operate a sales office and/or model home and a construction trailer on any of such lots.
2. **PERMITTED STRUCTURES:** No building shall be erected on any lot other than one single family residence and an attached garage. Each residence will contain not less than 1,850 square feet not including porches, decks, patios and the attached garage. The size of the garage may not be larger than that necessary to accommodate three automobiles. No utility buildings, accessory buildings, or other outbuildings, house trailers, mobile homes, manufactured or prefabricated homes shall be erected, placed or permitted to remain on any lot. Each residence and garage must be stick built on the lot.
3. **PUBLIC ROAD AND SIDEWALK.** DEVELOPER will construct a road together with curbs, gutters and a sidewalk within a strip of land approximately Two Thousand One Hundred (2,100) feet in length and fifty (50) feet in width shown and designated on the above referred to plat as "50' R/W". This strip of land together with the improvements will then be offered to Anderson County which, when accepted, will become a public thoroughfare.
4. **RESERVED EASEMENTS FOR UTILITIES:** An Easement is reserved unto the undersigned herein over ten (10) feet along each side line of each lot and over the rear twenty (20) feet of each lot for the installation and maintenance of utilities. Easements are also reserved unto the undersigned in the locations as shown on the above referred to plat for drainage purposes.
5. **ARCHITECTURAL CONTROL COMMITTEE.** A committee is hereby appointed to be known as the Architectural Control Committee (hereafter called Committee). The Committee will have no less than three nor more than five members and so long as DEVELOPER owns one or more lots she has the right to serve on the Committee and to have the sole authority to remove committee members and to appoint their replacements. In the event DEVELOPER no longer owns one or more lots or voluntarily relinquishes the right to remove and replace Committee members then this

power will vest in a majority of the remaining Committee members. The purpose of the Committee is to review and approve any plans and specifications for proposed construction, alterations or additions which affect the appearance of such lot, including, but not limited to, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, or sign. All plans and specifications will be submitted to the Committee prior to the commencement of the work. It will be the duty of the Committee to determine if the proposed construction, alteration or addition is in conformity with and in harmony with the external design and general quality standards of the development and if the committee does not respond within 7 days after the date it receives the plans and specifications then such will be deemed to have been approved. However, if a majority of the Committee members determine in their sole judgment that all or any part of the proposed construction, alterations or additions are not in conformity with the above standards it must give written notice of that determination to the lot owner within the said 7 day period. Said notice will inform the lot owner that he may not proceed with the disapproved part of the construction, alteration or addition.

6. **SETBACK LINES:** No dwelling shall be located on any lot any nearer than 60 feet to the front lot line nor nearer than 10 feet to each side lot line nor nearer than 30 feet from the rear lot line. For purposes of this requirement all porches, patios, decks, shutters, awnings, eaves, gutters and other such overhangs will not be considered in violation thereof, even though such structure shall extend beyond said building and setback lines.
7. **NUISANCES:** No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.
8. **FENCES:** No fence or wall of any kind shall be erected, maintained, or altered on any lot without the prior written approval of the Architectural Control Committee of plans and specifications for such fences and walls. Fences or walls erected in the rear yards shall not be higher than six (6) feet. No fences or walls shall be permitted in the front yards.
9. **DRIVEWAYS:** No driveway shall be constructed or altered on any lot without the prior written approval of the Architectural Control Committee.
10. **ANTENNAE:** No tower, radio or television antennae of any sort shall be placed, allowed or maintained upon any portion of a structure or lot. No antennae shall be installed or used for the purpose of transmitting electronic signals. Notwithstanding the foregoing provisions all owners who have a dwelling upon a lot may place a satellite dish on the lot, provided the satellite dish is not greater than 28 inches in diameter and is located so as not to be visible from the street on which the dwelling faces.
11. **RECREATIONAL AND COMMERCIAL VEHICLES; CAMPERS AND TRAILERS:** No school bus, truck or commercial vehicle over one (1) ton capacity, house trailer, mobile home, motor home, recreational vehicle, camper, truck with a camper top, habitable motor vehicle of any kind, boat or boat trailer, trailers of any kind, or like equipment shall be permitted on any lot provided, however, any such vehicle, boat or trailer will be permitted if stored within the garage with the garage door closed, further provided, nothing herein contained shall be deemed to prohibit an owner from parking a recreational vehicle temporarily on a lot so long as may be reasonably required to permit transferring personal belongings between a residence and the recreational vehicle.

12. **RECREATIONAL EQUIPMENT:** Recreational and playground equipment must be approved by the Architectural Committee but such equipment may not be placed or installed in the front or side yard and may only be placed in the back yard.
13. **FRONT YARD AREAS:** No clothes lines shall be permitted in the front yards. Each front yard shall be kept neat and clean. All equipment, garbage cans, and woodpiles shall be kept in the garage or screened by adequate planting or approved fencing or walls so as to conceal them from view by neighboring residences and streets.
14. **SUBDIVISION OF LOTS:** No lot may be subdivided so as to reduce its size or change its boundary lines and no portion of any lot less than the whole may be transferred by sale, gift or other means. However, DEVELOPER reserves unto herself, her heirs, assigns or successors without the consent of other lot owners the right to re-plat any lot or lots in the subdivision which are at that time owned by her.
15. **MAINTENANCE OF RESIDENCE AND LANDSCAPING:** Each owner shall maintain and keep in good condition the lot and any improvements including, but not limited to, any fences, the exterior of the residence and garage and all landscaping. If the Architectural Committee determines that any owner is in violation of this restriction, written notice must be sent to the owner stating in detail what needs to be done to be in compliance. If the owner has not begun to take reasonable steps to remedy the violation or violations within 30 days after the notice was mailed then the Architectural Committee and its agents are empowered to enter the property and have the work performed. If the owner fails or refuses to pay the cost of such work after receiving notice of the amount then such will constitute a lien on the real property. The owner will thereafter be required to pay the full amount together with interest at the then current rate and a reasonable attorneys fee, if one is employed.
16. **AIR CONDITIONING UNITS:** No window air conditioning units may be placed in any dwelling which will be visible from the front of the lot.
17. **EROSION, DEPOSIT OF SEDIMENT, OR CONTAMINATION OF STREAM:** No activity may be undertaken on any lot which would cause erosion, deposit of sediment or contamination of the stream. The owner who engages in such activity will be solely and fully responsible in money damages to the owners of any other lots affected by the erosion, deposit of sediment or contamination of the stream without regard to any approval of the activity by the Architectural Control Committee.
18. **SIGNS:** The size, design and location of any sign must first be approved by the Architectural Committee.
19. **ANIMALS:** No animals including, but not limited to, goats, horses, hogs, poultry, birds, or reptiles may be raised, kept or bred on any lot at any time except that household pets such as dogs and cats in reasonable numbers may be kept but may not be bred, maintained, or used for commercial purposes.
20. **RUBBISH:** No lot may be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such material shall not be kept except in sanitary containers or incinerators and such equipment for storage or disposal of such matter shall be kept in a clean sanitary condition.
21. **TIME LIMIT FOR CONSTRUCTION:** Any construction must be completed within one year after the date the construction commenced.
22. **SEWAGE DISPOSAL:** All sewage disposal shall be by a septic tank which will meet the approval of the South Carolina Department of Health and Environmental Control or

such governmental department, State or Federal, which has jurisdiction and is then enforcing the applicable statutes. At such time as Public sewerage is made available to this subdivision then each lot owner will tap on to the system.

23. SOLAR PANEL UNITS: No solar panel units may be placed or maintained upon any portion of a lot or a structure which would be visible from any other lot.
24. RIGHT OF ENFORCEMENT: These Restrictive Covenants will inure to the benefit of all lot owners and in the event of the violation of any of the said Restrictive Covenants the DEVELOPER, her heirs, assigns or successors, the Architectural Control Committee and/or any lot owners shall have the right of abatement and the right to enforce compliance by injunction or any other appropriate judicial proceeding which may include the recovery of money damages. If it is impossible to measure accurately in money the damages which will accrue to the complying owners, their heirs, successors or assigns then they shall be entitled to relief by way of injunction or specific performance and will be entitled to recover in addition reasonable attorneys' fees and interest on the unpaid amount at the highest rate permitted by South Carolina law.
25. DURATION OF RESTRICTIVE COVENANTS AND POWER TO AMEND: These Restrictive Covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date same are recorded in the Anderson County Office of Register of Deeds after such time such Restrictive Covenants will automatically be extended for successive periods of ten (10) years unless an instrument, signed by the then owners of at least seventy five percent (75%) of the lots agreeing to terminate or amend said Restrictive Covenants in whole or in part. Provided, however, so long as DEVELOPER owns at least one lot held primarily for sale DEVELOPER reserves unto herself, her heirs, successors and assigns the right to grant variances from or make amendments in whole or in part to the restrictions set out in the following numbered paragraphs as in her sole discretion may become necessary or desirable: 3, 4, 5, 6, 8, 14, 16, 17, 23, 27 and 28. During the 25 year term of this instrument unless the owners of 100% of the lots agree in writing no amendments, additions or deletions may be made in whole or in part to any of the restrictions set out in the following numbered paragraphs: 1, 2, 7, 9, 10, 11, 12, 13, 15, 18, 19, 20, 21, 22, 24, 25, 26.
26. INVALIDATION OF SOME PROVISIONS: Invalidation of any one of these Restrictive Covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
27. DAMAGE TO THE ROAD, GUTTERS OR SIDEWALKS: If any damage is caused to the road, curbs, gutters, sidewalks or grassy areas then the owner of the lot which is contiguous to the damaged areas will be held responsible for the cost of repair if the damage was caused by such owner or his guests, invitees, employees or other agents including construction and delivery vehicles.
28. STREET LIGHTS: The developer will contract with Duke Power Co. or its successor to install street lights throughout the subdivision. Each owner will pay his or her proportionate share of the cost of the electricity and maintenance (if any is required). If any owner fails or refuses to pay such proportional share of the expenses then the other owners will pay their proportionate share of such expenses. The amount so due under this paragraph will constitute a lien on any defaulting owner's lot, the sum of which will bear interest at the rate of 2% per month until paid. The lien can be enforced in the same manner and under the same SC Statutes as are provided for obtaining and foreclosing a mechanic's lien