

on any lot either for residence, storage or outbuildings. No basement, garage, barn, tent, or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted.

6. No house or portion of another house shall be moved into this subdivision.

7. Asbestos shingles shall not be used in the construction of any residence on the lots. Concrete blocks, concrete bricks and cinder blocks used in the construction of any house shall be stuccoed or faced with brick.

8. No roof on any dwelling shall have less than a seven and twelve pitch unless approved in writing by W. Glenn Hammett.

9. The lots in this subdivision shall not be used for industrial or business purposes.

10. All outbuildings must be constructed of same materials as house and shall be no closer to street than rear corner of house. All outbuildings must be approved by Developer. All outbuildings must be properly maintained.

11. No signboards shall be displayed on the property except "For Sale" or "For Rent" which sign shall not be more than two by three feet in size, except that W. Glenn Hammett has the right to use those signs which are necessary for the development of the property.

12. No chain link fence shall be permitted on any lot in the subdivision nearer to the street than the rear corner of the resident building. No chain link fence will be permitted on Lots 17 and 22. No chain link fence to run parallel along wooden fence on Lots 18, 19, 20, 21 and 24. Split rail, painted or lattice fences shall be permitted in any case, so long as the height does not exceed 48

inches in the front yard or 72 inches from back of residence to rear

roperty line.

13. No animals, livestock or poultry of any kind shall be bred, raised, or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not bred or maintained for any commercial purposes, and provided further that they are kept on the owners premises.

14. No vehicle which does not have a current license plate on it may remain on the premises for more than 30 days. No furniture or other unnecessary items shall be permitted to remain on premises in an unsightly manner.

15. No noxious or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. No transfer tractor, transfer trailer or tractor trailer combinations shall be allowed in the subdivision at any time except for loading and unloading. Boats, travel trailers and motor homes must be kept on owner's property.

17. No satellite dish shall be permitted any nearer to the street than the rear of the resident building. In the case of a corner lot, satellite dishes must be placed a minimum of 30 feet from side street.

18. The exterior of all houses and other structures must be completed within a year after the construction of same shall have commenced except where such completion is impossible or would result in a great hardship to the owner or builder due to strike, fires, national emergencies or natural calamity.

19. No dwelling shall be erected on any lot until the design thereof shall be approved in writing by W. Glenn Hammett, his heirs and assigns, 415 Watercrest Court, Inman, S. C. 29349.

If the design shall not be approved or disapproved within thirty days after being submitted, then such approval shall not be required, but the design of the house shall conform to and be in harmony with existing structures in the subdivision.

20. Driveways must be of concrete and installed at the time of construction.

21. All fuel tanks or containers shall be buried underground or enclosed in a structure in a manner consistent with normal safety precautions.

22. All yards shall be sodded front and side to rear corner of house, except Lots 5, 6, 16, 17 and 22 shall be sodded on front, sides and back. Yards and lawns must be maintained and well kept in a manner that will not diminish the overall appearance of the subdivision.

23. Upkeep and maintenance of entrance signs and surrounding areas shall become the responsibility of property owners when 80% of the lots in the subdivision are sold. Also will be responsible for utility bill for street lights once 80% of the lots are sold.

24. Mailboxes shall all be of the same kind. A fee of \$50.00 will be paid by each property owner.

25. All persons hereafter accepting conveyance of any of the property set forth above shall accept the same upon and subject to the above enumerated covenants and restrictions which are to be deemed covenants running with the land, and binding upon the grantees, their heirs and assigns; and violation of any of the covenants or restrictions shall vest in the grantors herein, their successors and assigns, all rights of abatement and suit in law or in equity against any persons violating or attempting to violate any covenants or restrictions either to restrain such violation or to recover damages.

26. These covenants and restrictions shall continue in full force and effect until December 31, 2020, and shall thereafter be automatically extended for successive periods of ten years each, unless by a duly executed and recorded instrument the then owners of 2/3 or more of the lots in the development, as shown on the recorded plat, elect to terminate or amend the restrictions in whole or in part.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 6th day of March, 1996.

IN THE PRESENCE OF:

Robert Alford
Annmar Alford

W. Glenn Hammett
W. Glenn Hammett

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness Robert Alford and made oath that (s)he saw the within named W. Glenn Hammett sign the within Covenants and Restrictions, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 6th day of March, 1996
Robert Alford (SEAL)
Notary Public for South Carolina

Annmar Alford

My Commission Expires: 1-2-2000