

DEED 72 H PG 179

STATE OF SOUTH CAROLINA  
 COUNTY OF SPARTANBURG  
 RESTRICTIVE COVENANTS AND  
 EASEMENTS FOR  
 UPPER BEAVER CREEK SUBDIVISION

RECORDED  
 00 JUL 12 AM 11:50  
 RMC  
 SPARTANBURG, S.C.

WHEREAS, TBM Development, LLC is the Developer of a certain tract of land located near the City of Moore, known as Upper Beaver Creek Subdivision, Phase I, being a portion of that certain 16.31 acres, more or less, as shown on plat for TBM Development, LLC, prepared by John R. Jennings, PLS, dated November 2, 1999 and recorded in Plat Book 146 at Page 711.

WHEREAS, the Developer desires to impose certain restrictive covenants upon said property in order to insure its use for residential purposes, to prevent impairment of the attractiveness of the property, and to maintain the desired quality of the community with no greater restriction on the free and undisturbed advantages to the lot owners of this first phase of Upper Beaver Creek Subdivision, subsequent phases may be subject to a different set of Restrictive Covenants and Easements.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT, that the undersigned, TBM Development, LLC does hereby make and declare the following restrictions on the uses to each lot or tract in the above described and platted property, and the undersigned owner does hereby declare that such restrictions shall constitute covenants with the land and shall be binding on all parties and all persons claiming under and for the benefit of and limitation on all future owners in such development, this declaration of restrictions being designed for the purpose of creating and maintaining the development as a desirable, uniform, and architecturally suitable development.

1. The covenants and restrictions contained herein shall run with the land and shall be binding upon all parties and persons claiming under the undersigned owner for a period of twenty years from the date the covenants and restrictions are recorded, after which time the said covenants and restrictions shall be automatically extended for such successive period of ten years each unless an instrument signed by the majority of the then owners of lots in the said development has been recorded.

2. All lots in the above referred to development shall be known and designated as residential lots.

All buildings must be set back from the front, side and rear property lines by at least the minimum number of feet required by the set back lines shown on the recorded subdivision plat of the property and/or as required by applicable subdivision regulations. No lot shall be further subdivided without the consent of the Developer or its designee. However, any two lots may be replatted so as to change the property lines but may not create additional lots.

3. No noxious or offensive activity shall be carried on upon any lot, where the same would constitute a legal nuisance to the neighborhood.

No animals shall be kept, maintained or quartered on any lot or any portion of the property except that cats, dogs and inside pets (such as caged birds and hamsters) may be kept in reasonable numbers as pets for the pleasure of the occupants. All pets shall be kept in fenced areas or on leashes.

No immoral, improper, offensive or unlawful use shall be made of the property, or an part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All law, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the owner.

All owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property. Vegetable or ornamental gardens, and sandboxes or other children's play equipment shall be located only in the rear yard of any lot.

4. No commercial activity or enterprise of any type or nature shall be permitted to be conducted on or about any of the lots and the same is hereby specifically prohibited. Commercial use shall be deemed to include any use of the property for the purpose of a school, nursery or kindergarten.

However, nothing in these Restrictions shall be deemed to prevent developer from maintaining a temporary office and/or model home.

5. Each Lot upon which a residence is constructed shall have a mailbox of a type and size specified by the Developer. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed.

6. Fences must not protrude in the front of the lot beyond a line perpendicular to the rear corner of the dwelling. Additionally, corner lots may not fence closer than fifteen (15') feet inside of the street right of way.

7. No motor vehicles shall be permitted to stand upon any lot in the development which does not have current license plates or is safety inspected and licensed for use on public roadways. On street parking of any vehicle shall only be very temporary in nature. No camping trailers, boats, trailer hitches or similar equipment, shall be permitted to stand on the front portion of any lot in view of the street; no portion of any lots shall be used for the operation of any motorized recreational vehicle, such as motorcycles, mini-bikes, go-carts, dune buggies, or similar equipment. No bus, transfer tractor, transfer trailer or tractor-trailer combinations shall be allowed in the subdivision

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at any time except for loading and unloading. Also, no other trucks with a total length of over eighteen (18) feet shall be allowed at any time except for loading or unloading.

8. There shall be reserved easements for the installation, repair, and maintenance of utilities and drainage facilities over and across the rear five (5') feet of each lot and two and one-half (2.5') feet on each side of all side lot lines.

9. Some of the lots may have been filled by the Developer or its predecessors in title. No representation is made as to the condition and quality of the soil on any lot. All prospective purchasers or lots shall be presumed to have examined and inspected a lot in detail prior to closing, and to have determined the location and extent of any fill upon said lot. No building shall be erected on any lot until the owner or the owner's contractor shall have definitely determined firm footings. The building line upon the plat is not a representation that any determination has been made as to the suitability for building. All purchasers shall be presumed to have read these restrictive covenants.

10. No lot may be used in any manner or for any purpose that would result in the pollution of the air, pond or any waterway that flows through or adjacent to the subdivision. All grading shall comply with rules of the South Carolina Land Resources Commission, and South Carolina DHEC.

11. No signboard shall be displayed on any lot in the development except "For Sale" or "For Rent"; said sign shall not be more than two by three feet in size, provided that the undersigned Developer or its successors shall have the right to use additional or larger signs for the development of the property.

12. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within a screened area, or buried underground.

13. All garbage and trash containers shall be placed in screened areas. Clothes lines shall not be located in areas which are visible from the street.

14. Satellite dishes 18" or smaller shall be allowed on any lot. No outside antennas of any kind shall be allowed on any lot, unless screened from the street. Television antennas may be permitted if approved by the Developer.

15. Restrictions may be amended any time by the Developer until title to all lots have been transferred. Thereafter, restrictions may be amended by homeowners with written approval of eighty (80%) percent of the then lot owners. Developer may waive in whole or in part any minor or unintentional violation of any of the restrictions contained herein.

16. The Developer or his successors in interest, The Upper Beaver Creek Property Owner's Association and/or any owner shall have the right to enforce, by any

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proceeding at law or in equity, all restrictions, conditions, covenants and reservations. If any or all of these three aforementioned parties is successful in any such proceeding brought to enforce the provisions of these Restrictions, such successful party shall be entitled to recover from the defendant or defendants all costs and attorney fees reasonably incurred in such proceeding. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Developer shall have the right to request that law enforcement, public safety and animal control officers come on the property to facilitate the enforcement of the laws, codes and ordinances of any governments authority.

17. Should any mortgage or other lien of any type be foreclosed on the property, or any portion of the same to which this instrument refers, then the title acquired by such foreclosure, and the person who thereupon and thereafter become the owners of such property, shall be subject to and bound by all of the covenants and restrictions enumerated herein.

18. Each owner by acceptance of a deed, shall be deemed to covenant and agree to pay to the Developer an annual fee of \$95.00 for their lots' portion of the operation of street lights and maintenance of common areas. This shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost is the obligation of the person who was the owner of such property at the time when the assessment fell due. This assessment shall be subordinate to any lien creditor on the property. Developer may, at its discretion, on or before the last deed is conveyed from Developer to new owner, relinquish all or part of its authority to the Upper Beaver Creek Property Owner's Association.

Each lot owner by acceptance of a deed shall be deemed to become a member of the Upper Beaver Creek Property Owner's Association.

If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any Court having jurisdiction of the subject matter hereof, the remaining provisions shall remain fully enforceable and binding upon all parties subject to this document.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed and their seals affixed this 17<sup>th</sup> day of July, 2000.

WITNESS:

[Signature]  
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TBM DEVELOPMENT, LLC

By: [Signature]  
Name: A. Manning Lynch, Jr.  
Its: President

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STATE OF SOUTH CAROLINA )  
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COUNTY OF SPARTANBURG )

ACKNOWLEDGEMENT

Personally appeared the undersigned witness and made oath that (s)he saw the within named TBM Development, LLC by A. Manning Lynch, Jr., Its President, sign, seal and as their act and deed deliver the within written Restrictive Covenants and Easements for Upper Beaver Creek Subdivision and that (s)he, with the other witness subscribed above witnessed the execution thereof.

Marilyn R. [Signature]

SWORN to before me this  
12<sup>th</sup> day of July, 2000

[Signature]  
Notary Public for the State of SC  
My Commission Expires: 1/14/09