

The Shores

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

DECLARATORY STATEMENT OF COVENANTS
RESTRICTIONS TO RUN WITH LAND

Beta, L.L.C., fee owner of real estate known as Berry's Pond Subdivision Phase Three, located in Spartanburg County, South Carolina, and being shown and described on a plat made by Wolfe & Huskey, Inc., dated May 6, 1995 and recorded in Plat Book 129, at page 493, RMC Office for Spartanburg County, hereby makes the following declaration of limitations, restrictions and uses to which the lots shown on the plat referred to constituting Berry's Pond Subdivision Phase Three, may be put, and hereby specified that such declaration shall constitute a covenant to run with the land as provided by law which shall be binding on all parties and all persons claiming under them, and for the benefit of an limitation on all future owners of property in Berry's Pond Subdivision Phase Three.

The purpose of these restrictions is to insure the use of the property for residential purposes only, to prevent nuisances, to increase the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his property with no greater restriction on the free and undisturbed use of his property than is necessary to insure the same advantages to other property owners.

W-I-T-N-E-S-S-B-T-H

1. No building or structure of any kind whatsoever, other than a single family dwelling house, not to exceed 2 1/2 stories in height, shall be placed on any lot, and such dwelling house shall be used for residential purposes only.

2. No dwelling house with less than 1,200 square feet of heated, enclosed, livable floor space, which shall not include garages, porches, unheated basements or breezeways, shall be placed on any lot. ~~In any house of 1 1/2 or more stories, the ground floor, which does not include the square footage of a basement whether livable or not, shall contain a minimum of 700 square feet of heated, enclosed, livable floor space.~~

3. No more than one dwelling house may be built on any one lot.
4. No residence or structure utilizing "boxed" or "sheet metal" construction shall be built in the development, unless the same shall be covered on all outside walls with brick, wood siding, vinyl siding or stucco.
5. Concrete blocks shall not be used in the construction of any house unless the outside walls are faced with brick or stucco.
6. No trailer, tent, shack, garage or other outbuilding shall be placed on any lot unless approved by Beta, L.L.C., nor shall any such building or any temporary structure be used as a residence.
7. No building shall be located nearer the front of any lot than the building line recited in the deed conveying such lot, or as shown in the recorded plat of the subdivision, except unless the grantor files a variance thereto.
8. No building shall be erected on any lot until the design and location thereof have been approved in writing by Beta, L.L.C. In the event, however, that Beta, L.L.C. shall fail to approve or disapprove such design or location within thirty (30) days after submission, approval shall not be required.
9. All land between streets and setback lines shall be used solely for lawns, landscaping, driveways, and walks. No fence shall be located closer than 12 feet to any street.
10. No chain link fence shall be erected. No fence higher than four feet shall be constructed on any lot between the set back line and the street or streets which it fronts. Other kinds of fences may be constructed provided that their design, height, and location shall be in harmony with existing structures and land topography.
11. No manufacturing or commercial enterprises or enterprises of any kind for profit shall be maintained on, in front of, or in connection with the property above described, nor shall any lot be used for any purpose that, as a matter of common experience, tends to create a nuisance.
12. All garbage or trash containers shall be underground or placed in screened areas. Clothes lines shall be located in screened areas which are not visible from the street or other properties.
13. In the event that a property owners' association is organized, all property owners shall be members of the same, and shall pay applicable dues and assessments lawfully imposed on such membership. Prior to creation of a property owners' association, the grantor may assess the lot owner for common area maintenance, but in no event more than \$240.00 per year.
14. In the interest of health and sanitation, and so that the land above described and all other land in the same locality may be benefitted by a decrease in the hazards or air and stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses thereof, property owners will not use any lot in any manner or for any purpose which may result in the pollution of the air or any waterway which flows through or adjacent to such property. Open air burning and collection of

any material which might tend to pollute the air or water or otherwise impair the ecological balance of the surrounding land is prohibited.

15. 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 owner's premises.

16. No automobiles with conspicuous advertising, campers, commercial vehicles or vehicles of any type whose capacity exceeds 1/2 ton shall be parked on any lot, driveway or open carport between 6:00 p.m. and 7:00 a.m. any day of the week, or at any time of the day or night on Sunday. An owner using any such vehicle must garage same. No inoperable or unlicensed automobiles, boats, or campers may be parked forward of the back line of the dwelling unless screened from the street and adjoining properties.

17. Beta, L.L.C. reserves to itself and its heirs and assigns, an easement along side and rear lot lines of each lot for the construction, maintenance, replacement, removal and extension of underground electric, telephone, water, and other utility service lines. Said easement shall be 14 feet wide, 7 feet on each side of common lot lines. In the event of resubdivision of a lot or lots said easement shall extend along the resulting new lot lines in lieu of extending along the original lot lines shown on plat provided that the easement for any utility line in place at the time of any such subdivision shall continue in addition to the easement or easements along new lot lines thus created. The term utility lines shall be construed to include necessary transformers or other equipment which good engineering practices require placing above ground to use with underground utility installations. Drainage easements are also reserved within the same bounds, or as shown on recorded plat referred to above.

18. In the event that street lighting is provided, owners shall share proportionately in operation and maintenance of the same.

19. All dwellings shall connect to the public water supply and there shall be no wells in the subdivision used to provide potable water.

20. Each and all of the covenants, conditions, and restrictions contained herein shall be deemed and construed to be continuing; no waiver of a breach of any of the covenants, conditions or restrictions herein contained shall be construed to be a waiver of any other breach of the same.

21. Invalidation of any one or more of these covenants and restrictions shall in no way affect any of the other covenants and restrictions, and they shall remain in full force and effect.

22. These covenants, restrictions and conditions shall continue in full force and effect until December 31, 2005, and shall thereafter be automatically extended for successive periods of 10 years, unless by a duly executed and recorded instrument the then owners of fifty percent or more of the lots shown on all of the recorded plats designated as part of the Berry's Pond development elect to terminate or amend the restrictions in whole or in part.