

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

RESTRICTIVE COVENANTS
APPLICABLE TO THE
SUMMIT AT DACUSVILLE

The undersigned, owners of property in the County of Pickens, State of South Carolina, subjects the property identified as Phase I and Phase II of the Development to be known as THE SUMMIT AT DACUSVILLE to the following restrictions as to use by whomsoever owned, to-wit:

1. All property within the subdivision shall be residential property. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height. All homes up to 2,200 square feet of heated space must have an attached garage. All homes over 2,200 square feet of heated space may have either an attached or detached garage. Each home may have a non-commercial outbuilding such as a barn or storage building.
2. All houses with attached garage, barns and storage buildings must be approved by the Architectural Committee. Each one story house must contain 1,800 square feet of heated space and all two to two and one half story houses must have a minimum of 1,000 square feet of heated space on the first floor of the house. Barns or storage buildings must be of the same quality and appearance as the dwelling.
3. No noxious or offensive activity shall be carried on upon any of the property nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No business, trade, or commercial activity of any kind shall be conducted in any building or on any portion of the property.
4. No basement, garage, motor home, trailer or other structure or vehicle shall be at any time used as a residence or temporary residence.
5. No structure shall be located nearer than 100 feet to any road or street and no nearer than 30 feet to any side or rear lot line, provided, however, two tracts may be combined for the building of one dwelling on the line between the tracts. The location of any structure must be approved by the Architectural Committee. All barns or storage buildings must be to the rear of the dwelling. The Architectural Committee may grant a variance to the set back lines for any lots located at the corner of any road or street.

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6. During construction of a dwelling, barn or storage building the lot owner shall be responsible for any damage and repairs to the roads or streets caused by the construction.
7. All utilities for the subdivision shall be underground.
8. Within 90 days of securing a certificate of completion from the appropriate building codes office or within one year from the start of construction, whichever occurs first, the lot owner shall have installed a paved driveway, asphalt or concrete, from the main street or road to the dwelling. During construction of a structure the owner and/or the contractor shall be responsible for keeping the streets or roads and lots clear of debris. All construction must be completed within 12 months from the date construction is started.
9. Exteriors of buildings shall be constructed of durable materials, not to include ribbed, galvanized metal or translucent fiberglass siding or roofing, unprotected fiberboard, or untreated wood, except cedar, provided, however, this provision does not apply to metal roofs. Metal ductwork, conduits, or long sections of metal chimneys shall not be left exposed. No intense or fluorescent paints shall be used externally, nor highly reflective surface treatments of any sorts, nor paint or other decoration applied in stripes, dots, or other repetitive geometric shapes. Except for temporary holiday decorations, no brightly colored or artificially lighted exterior lawn or yard decorations shall be placed on any lot so as to be visible to others. No concrete blocks may be visible from the exterior of the structure. Mailboxes shall be of a Postal Service approved type and shall be sturdily supported by something other than parts of machinery, chains, milk cans or similar articles. All mailboxes shall be of the same style and design and approved by the Architectural Committee. No television, radio or ham-radio antennas may be erected without the approval of the Architectural Committee.
10. Lots cannot be subdivided into less than 2 acre lots.
11. All lots shall have entry as shown by the streets or roads within the subdivision and no owner of a lot shall sell, lease or permit the use of a lot as a way of entrance to any other property, inside or outside the boundaries of The Summit at Dacusville Subdivision.
12. No house trailer, mobile home, disabled vehicle, or unsightly machinery or junk shall be placed on any lot, either temporarily or permanently, provided, however, campers, boats, travel trailers or other recreational

vehicles may be kept on a lot by the owner provided it is kept at the rear of the house and maintained in a sightly manner and not used as a residence.

Any and all recreational equipment such as playground equipment or swimming pools shall be to the rear of a house and maintained in a sightly manner. Only in ground swimming pools are permitted. Above ground hot tubs and spas are permitted provided they are constructed to the rear of the dwelling.

13. No motor bike, motor scooters, go carts, trail bike, all terrain vehicles or other noisy vehicle may be operated in such a manner that affects the tranquillity of the neighborhood and shall not be permitted on any walking or riding trail.
14. Fences, if erected, shall be made of some uniform material, and shall not be constructed of barb wire, nor charged electricity. No chain link fence shall be erected along the front of any lot. All fencing visible from any road or street must be approved by the Architectural Committee and all fencing along any walking or riding trail must be of the same construction and design.
15. Domestic pets must not be allowed to adversely affect the wildlife. Pets must be fenced or on a leash when not under the direct supervision of the owner. Horses may be kept provided only one horse per 3 acres is allowed. No animals shall be bred or raised for commercial purposes.
16. Owners clearing land for home site, gardens, etc., are required to stabilize the soil as soon as possible.
17. An easement is reserved over the interior and side lot lines 5 feet in width and 10 feet in width along all exterior lines from the installation, operation and maintenance of utilities and for drainage. Each owner shall maintain the swales with grass or other ground cover.
18. The Developer shall be the initial Architectural Committee. All construction upon lots in this subdivision shall be submitted to the Committee as set forth herein and the Committee shall have the absolute right to approve or disapprove such matters that are within its authority. In the event a letter is not provided by the Committee within 45 days the matter is to be considered as granted.

After the sale of all real property within the development the Developer shall resign as the Architectural Committee and shall designate a new

Committee of his choosing or appoint such lot owner or owners as may be requested by a homeowners association when one is established.

- 19. These covenants are to run with the land and shall be binding on all property owners for 35 years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by 2/3 majority of the then owners have been recorded, agreeing to change said covenants in part or in whole.
- 20. Each lot owner shall be a member of the homeowner's association. The association or any individual lot owner may seek an enforcement of these covenants at law or in equity. The initial landscaping of the entrance signs shall be the responsibility of the Developer and thereafter shall be the responsibility of the lot owners. The association shall be responsible for the maintenance of retention and silt ponds of Phase I and Phase II.
- 21. The Developer reserves and shall have the right to amend this Declaration of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between the provisions herein and to make any additional covenants and restrictions applicable to the real property which do not substantially alter or change the standards of the covenants and restrictions herein contained.
- 22. Invalidation of any one of these covenants by Court order shall in no way affect any of the provisions which shall remain in full force and affect.

IN WITNESS WHEREOF the undersigned has hereunto set it hand and seal this 29 day of December, 2006.

WITNESSED:

[Signature]

Miriam W Waldrop

David B. Norton
David Norton, Developer

[Signature]
Bobby Gray, Developer

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STATE OF SOUTH CAROLINA)

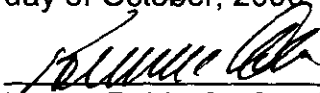
AFFIDAVIT OF PROBATE

COUNTY OF PICKENS)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named David Norton and Bobby Gray sign, seal and as their act and deed deliver the within written Covenants, and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 29
day of ~~October~~ ^{December}, 2006

Miriam W. Waldrop



Notary Public for South Carolina
My Commission Expires: 6-3-08

These Numbers Were Not Used

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Instrument # 1510