

**DECLARATION OF PROTECTIVE COVENANTS
RESTRICTIONS AND CONDITIONS
CEDAR CREEK PHASE I**

STATE OF SOUTH CAROLINA)
)
COUNTY OF ABBEVILLE)

THIS DECLARATION OF PROTECTIVE COVENANTS is made and published this 20th day of May, 1999, by **HERBERT ANDERSON, JR.** (hereafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property described in this Declaration and desires to create thereon a limited planned community; and

WHEREAS, the property being restricted is described as follows:

All those certain pieces, parcels or lots of land, lying, situate and being in the County of Abbeville, State of South Carolina, being shown on designated as Lot Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 39, and 40 on plat entitled "CEDAR CREEK - PHASE I" prepared by Thomas M. Stribling of date May 6, 1999, heretofore entered for record in the Office of the Clerk of Court for Abbeville County in Plat Book 48, at Page 22. Reference is made to the aforesaid plat for a more full and accurate description.

WHEREAS, lots shown on the aforesaid plat are subject to the following restrictive covenants which shall run with the land and be binding on the parties hereto, their grantees, heirs and assigns.

WHEREAS, no commercial activity of any kind shall be carried on any of the aforementioned lots.

NOW THEREFORE, know all men by these presents that Herbert Anderson, Jr., as developer imposes upon Cedar Creek the following restrictive covenants which run with the land and be binding on the parties hereto, their heirs and assigns, for the period of time to be addressed later in the following restrictive covenants.

- (1) All lots in Cedar Creek shall be used for residential purposes only (single-family) and no

the same nature and material as the homes unless otherwise approved in writing by developer. Carports and garages can be attached or detached as long as lot lines setbacks are adhered to.

(1-A) No lot shall be subdivided into additional lots; however, multiple lots may be used as one residential lot.

(2) No structure shall be located on any lot closer than fifty (50) feet from the front line of the lot and all side and rear easements and setbacks as referred to in the aforementioned recorded plat as deemed by county standards.

(3) No single-wide home or double-wide manufactured or modular home shall be older than five years at the time installed on any lot unless approved by developer, in writing, and must have the minimum square feet of living area as defined in Paragraph (1) of these restrictive covenants.

(4) All siding on manufactured homes or modular homes must be vinyl or comparable substitution, as approved in writing by developer. All homes shall have a shingle composition roof. Any addition to the home must be of comparable construction, material and quality. All homes shall be skirted or underpinned with brick veneer or comparable substitution. If the foundation underpinning is not brick, concrete or comparable substitution, it shall be enclosed by vinyl underpinning of a matching color that is approved, in writing by developer. If the foundation underpinning shall be painted or stuccoed to be a matching color conducive to good appearance.

(5) Any construction of an outbuilding shall be in conformity with the exterior of the manufactured home and must be approved by developer. Said building can be attached or detached to the rear of the home, thereby restricting the view from the front street. No buildings of a temporary nature, tents, shacks, campers, garages, or outbuildings shall be used for residential occupancy.

(6) All fencing must be approved in writing by developer and shall be of good quality and kept in good repair and maintenance. Fencing can be of wood or chain link material. No fencing shall be in the front yard without the written approval or consent of developer. No fence shall be higher than 48 inches in height.

(7) Antennas, satellite dishes and clotheslines may be erected only in the back yard, away from the view of the front street.

(8) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs or cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposed. No vicious dogs of any kind are permitted on any of the properties of Cedar Creek.

- (9) All steps and decks are to be permanent in nature and affixed to the home and the ground. No portable steps and/or decks are permitted. Material shall be treated wood or concrete. Ground level patios shall be concrete or brick. Front or rear porches must be the same construction as the manufactured or modular homes with roofing of like kind. Any construction of porches, patios, or deck coverings other than stated above must be approved in writing by developer. All exterior entrances, whether porch, deck or patio shall have a minimum of 6 feet by 8 feet landing made of masonry or pretreated wood.
- (10) Driveways are to be concrete, asphalt or gravel and maintained in good condition.
- (11) All garbage receptacles are to be concealed from public display, situated at the rear of the home except on day when trash service is picking up.
- (12) No trade, business, sales, or similar acts of commercial activity shall be conducted on in the subdivision, nor shall there be any activity conducted which might become a nuisance to the neighborhood, either public or private.
- (13) No unauthorized motor vehicle shall be left on the premises for a period of time in excess of thirty (30) days. No automobile having property damage shall stay on the premises without repair for a period of time in excess of thirty (30) days. No automobile without a valid registration shall stay on the premises for a period of time in excess of thirty (30) days. No tractor-trailers, dump trucks, or any commercial vehicle with more than six (6) wheels are allowed to be parked on the said property. No tractor-trailers, dump trucks or commercial vehicles, single to double axle, or anything with more than four (4) wheels are allowed to park on the streets within Cedar Creek.
- (14) No noxious or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (15) The owner of each lot shall be responsible for any debris and keep the property in good maintenance, including landscaping and cutting of grass. No junk, appliances, lumber, furniture, or equipment can be stored or stacked and left on the property at any time.
- (16) In the event the owner of the lot has violated one or more of the covenants contained herein, developer reserves the right to make such improvements to such home and property at such owner's expense.
- (17) Developer reserves the right and easement to lay or place or authorize the laying or placing of sewer, gas, water, telephone, telegraph, and electric services along any of the streets shown on said recorded plat without compensation or consent of any lot owner and condemn the property for such easement.
- (18) The invalidation of any one of the covenants shall in no way affect any of the other

subdivision to prosecute at law or in equity any person violating or attempting to violate any of the terms or conditions of these Covenants and Restrictions and to also recover damages therefore for such violations, including a reasonable allowance for attorney's fees in the event such person is successful in upholding and defending these covenants.

(20) These covenants and restrictions shall run with and bind the land and shall enure to the benefit of and be enforceable by developer, his heirs and assigns until December 31, 2004, and can only be amended and changes by an affirmative vote of seventy-five (75%) percent of the lot owners in said subdivision at that time.

(21) The developer, his heirs and assigns, in concert with the property owners, after the time that at least ten (10) lots have been sold, reserve the right to form a property owner association (POA) with said association having the right to enforce the restrictions and covenants contained in these declarations, with the purpose of the POA to maintain the continuity within the subdivision, to maintain street lights, entrance signs (if applicable) and to maintain any common areas that might be available to the subdivision.

The officers and directors of the association shall be property owners, and reserve the right to impose fees or assessments as needed to carry out the provisions of these restrictions. The POA will be organized under the laws of the State of South Carolina and each property owner will automatically become a member with full voting rights after the developer turns the association over to the property owners.

IN WITNESS WHEREOF, Herbert Anderson, Jr. has caused these restrictions to be executed on this 20 day of MAY 1999.

In the Presence of:

C. Michael G.

Herbert Anderson, Jr.
HERBERT ANDERSON, JR.

Donna Lewis

STATE OF SOUTH CAROLINA
COUNTY OF ABBEVILLE

Filed for record May 27
A. D. 1999 at 1:05 o'clock P.
and duly recorded in book 211
m Titles Page 711
Nancy S. King
Clerk of Court


STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within-named Herbert Anderson, Jr., sign, seal and as his act and deed, deliver the within written Declaration of Protective Covenants, Restrictions and Conditions of Cedar Creek Phase I and that (s)he with the other witness subscribed above, witnessed the execution thereof.



SWORN to before me this 21st
day of May, 1998.


_____(L.S.)
Notary Public for South Carolina

My Commission Expires: 2-28-2000