

**STATE OF SOUTH CAROLINA )  
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COUNTY OF ANDERSON )**      **DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR  
VERANDA ESTATES**

WHEREAS, Woodfern Estates, Inc. (hereinafter referred to as "Developer") is the owner of certain property shown and described in Plat Slide 1300 at Pages 7&8 in the R.M.C. Office for Anderson County; and Deed Book 3415 at Page 004, and Deed Book 3734 at Page 123; and,

WHEREAS, it is the desire of the Developer to develop the property into a residential community which will provide each lot owner the opportunity to have the full benefit and enjoyment of lot ownership with no greater restriction on free and undisturbed use of the owner's lot than is necessary to ensure the same opportunity to other lot owners in the Subdivision; and

WHEREAS, the Developer wishes to prevent nuisances in the Subdivision and to develop the Subdivision in a manner that will enhance the value of investments made by lot owners;

NOW THEREFORE, KNOW ALL BY THESE PRESENTS, that the covenants, conditions, easements and restrictions (the "Restrictions") contained herein shall attach to, and run with, the property described:

1. All lots in the Subdivision shall be used for residential purposes only, except for incidental sales display use by the purchaser. No more than one single-family dwelling or one duplex apartment (see #21 below), not to exceed two (2) stories in height, shall be allowed on any one lot.
2. No dwelling constructed on any lot shall have less than 1,000 square feet of heated, enclosed, livable floor space (which shall not include garages, porches, basements or breezeways). No two-level dwelling constructed on any lot shall have less than 800 square feet on the first floor of heated, enclosed, livable floor space, as above defined. All homes within the Subdivision shall have asphalt-shingled roofs.
3. No more than one dwelling or duplex may be built on any one lot. No lot shall be subdivided; provided, that lots may be subdivided to add to existing bordering lots when the lots so created shall be increased in size.
4. Each dwelling in the Subdivision must be set back a minimum of twenty (20) feet from the front lot line and five (5) feet from the side lot line.
5. Yards and lawns must be maintained and well kept in a manner that will not diminish the overall appearance of the Subdivision. Swimming pools will be allowed on the individual lots, but only within fenced-in backyards.
6. No manufacturing or commercial enterprise shall be maintained on, in front of, or in connection with, any lot nor shall any lot be used for any purpose that, as a matter of common experience, tends to create a nuisance.

7. 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 in reasonable numbers may be kept, provided they are not bred or maintained for any commercial purpose. All household pets must be contained within the boundaries of the owner's lot.
8. No inoperable or unlicensed automobiles, boats, campers or other vehicles may be parked in the street or on any part of a lot. No vehicles of any kind, even those of guests, may be parked in the street for more than a 24-hour continuous period.
9. 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 shall remain behind the minimum setback line as designated in Paragraph (4).
10. No signboards shall be displayed on any lot except "For Sale". Such signs shall not be more than two feet by three feet (2x3) in size, except that the Developer and his assigns shall have the right to use additional signs and larger signs for development of the subdivision.
11. Fences constructed on a lot shall only be allowed at the rear of a dwelling. Fences may be placed on a lot so that the fence line closest to any street in the Subdivision is contiguous with or behind a line segment running parallel with a line running through the two rear corner points of the dwelling and extending to the property line of the subject lot. Fences shall be of chain-link, vinyl or decorative wood, of good quality.
12. All telephone, electric and other utility lines and connections located between utility distribution lines and the dwelling shall be underground.
13. No illegal, noxious or offensive activity shall be carried on or permitted on any part of any lot nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the Subdivision. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of any lot in the Subdivision. There shall be no burning or other disposal of garbage, refuse or trash on any of the lots.
14. The Developer reserves to itself its successors 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, sewer or other utility service lines. Said easement shall be ten (10) feet wide, five (5) feet on each side of common lot lines. In the event of re-subdivision of a lot or lots, said easement shall extend along the resulting new lot lines in lieu of extending along original lot lines as shown on the plat of the Subdivision; provided, that the easement for any utility lines in place at the time of any such re-subdivision shall continue in addition to the easement or easements along new lot lines thus created.

15. There can be no alteration or disruption of drainage devices or patterns. The property owner must maintain drainage facilities at all times. Developer reserves the right to enter or authorize others to enter upon any of the lots, as deemed necessary, for the purpose of maintaining proper drainage.
16. The term "utility lines" shall be construed to include necessary manholes in connection with any sewer collection and 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, in addition to those shown on the recorded Subdivision plat referred to above.
17. Each and all of the Restrictions contained herein shall be deemed and construed to be continuing; no waiver of a breach of any of the Restrictions herein contained shall be construed to be a waiver of any other breach of the same or other Restrictions.
18. Invalidity of any one or more of these Restrictions shall in no way affect any of the other Restrictions, and they shall remain in full force and effect. Developer shall have the authority to waive minor violations of these Restrictions in the interest of fairness to all concerned and in the interests of best utilizing the properties in the Subdivision. This authority shall extend until November 01, 2003 after which time the authority shall be null and void.
19. These Restrictions shall continue in full force and effect until December 31, 2011, and shall thereafter be automatically extended for successive periods of ten (10) years each unless by a duly executed and recorded instrument the then owners of eighty percent (80%) or more of the lots contained in the Subdivision shall elect to terminate or amend the Restrictions in whole or part.
20. The Developer reserves the right to, in the future, organize a property owners' association (the "Association") for the purpose of owning and operating common properties within the Subdivision. Once the Association is formed, said Association shall be a non-profit corporation and shall provide that each lot in the Subdivision shall be entitled to membership in the Association and to one vote per lot on all Association matters. The Association shall have the right to assess each lot for dues to cover the Association expenses, said amount to be determined by the directors of the Association. The amount of the assessment levied on any lot shall not exceed the assessment for any other lot and shall be a lien on the lot assessed, and shall be due and shall bare penalties for non-payment as may be determined by the Board. The Association shall be responsible for all common lighting, maintenance of the entrance and doing any other thing necessary or desirable, in the opinion of the officers of the Association, to maintain the Subdivision in good order and for the benefit of all owners. The Association shall have the right to suspend the voting rights of a resident for any period during which any assessment against his property remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. In the event of nonpayment of any assessment as set forth herein, the Association may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against the property in the same manner that a real

estate mortgage is foreclosed, and interest, costs and attorneys fees shall be added to the amount of such assessment.

21. The developer hereby reserves unto itself the right to build a duplex apartment on any of the lots. It is understood that Sharen, Inc. anticipates building single-family homes on many of the lots, but the developer specifically reserves the right to place a duplex on any lot in said subdivision.

22. No trailer or mobile home shall be placed on any lot. *John*  
 ALL PERSONS hereafter accepting conveyance of any of the property set forth above shall accept the same upon, and subject to, the above enumerated 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 Restrictions shall vest in the Developer, the Association and the lot owners, all rights of abatement and suit in law or in equity against any persons violating or attempting to violate any Restriction either to restrain such violation or to recover damages.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal this 13<sup>th</sup> day of May, 2002.

DEVELOPER:

*Cathy Cline*  
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*Donna D. Row*  
 \_\_\_\_\_

*Jerry A. Meehan*  
 \_\_\_\_\_  
 By: Jerry A. Meehan  
 Its: President

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF ANDERSON )

**PROBATE**

**PERSONALLY** appeared before me the undersigned witness who, being duly sworn, says that (s)he saw the within named DEVELOPER sign, seal and deliver the within Restrictions and that (s)he with the other witness whose name appears above witnessed the execution thereof.

*Cathy Cline*  
 \_\_\_\_\_  
 Witness

SWORN to before me this  
13<sup>th</sup> day of May, 2002.  
*Donna D. Row* (LS)  
 \_\_\_\_\_  
 Notary Public for South Carolina  
 My Commission Expires: 10-16-2011

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 FILED, RECORDED, INDEXED  
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 RecFee:10.00 St Fee:0.00  
 Co Fee:0.00  
 REGISTER OF DEEDS, ANDERSON CO, SC  
 Shirley McElhannon