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RECORDED-BOOK 270  
OF Title PAGE 395

WHEN RECORDED MAIL TO:

Evergreen Resources Ltd, Inc.  
4800 Highway 187 South  
Starr, SC 29684

EMILY Y MCMAHAN  
CLERK OF COURT

CROSS REFERENCE: DEED BOOK 265, Pages 873

|                         |   |                                       |
|-------------------------|---|---------------------------------------|
| STATE OF SOUTH CAROLINA | ) | REVOCATION OF PROTECTIVE COVENANTS    |
|                         | ) | AND RESTRICTIONS AT BOOK 265 PAGE 875 |
|                         | ) | AND IMPOSITION OF                     |
| COUNTY OF ABBEVILLE     | ) | COVENANTS AND RESTRICTIONS            |

WHEREAS, by instrument dated July 10, 2007, of record in the Office of the Clerk of Court for Abbeville County, South Carolina, in Book of Titles 265 at page 875, Evergreen Resources, Ltd., Inc., hereinafter "Developer," by Ryan Faulkenberry, its President, then owner of all of the lots in Horseshoe Pointe Subdivision, as shown on plat of same entitled "Final Subdivision Plat for Horseshoe Pointe, Abbeville County, SC" by Savannah Lakes Land Surveying Co., dated May 1, 2007, revised June 4, 2007 and revised June 6, 2007, of record in the Office of the Clerk of Court for Abbeville County, South Carolina, in Plat Book 64 at page 86, imposed certain restrictions on said subdivision; and,

WHEREAS, the below named individuals executing this document are the sole owners of all of the lots in Horseshoe Pointe Subdivision as shown on the above referenced plat as of this date; and,

WHEREAS, it is the desire of said owners to rescind the restrictions as recorded in the aforesaid Clerk's Office in Book 265 at page 875 so as to render the same null and void and to substitute in the place thereof the following Restrictive Area Covenants; and,

WHEREAS, it is the desired intent of the undersigned as OWNERS and DEVELOPER to impose certain Restrictive Covenants upon the real estate and enforce upon it certain mutual beneficial restrictions, conditions, easements, covenants and agreements and charges under a general plan or scheme of improvement for the benefit of all said lots and the future owners of said lots; and,

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future lot owners of the lots included in the above referenced plat, the undersigned do hereby impose the following Protective Covenants, all of which are declared to be in furtherance of a plan for the subdivision, improvement and sale of real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and be binding upon all parties having or acquiring any right, title or interest in the described property, or any part thereof, and all of which shall be applicable to the property shown on the aforementioned said plat and known as Horseshoe Pointe.

1. ADDITIONAL COVENANTS: The protective covenants set forth herein are intended to enhance and supplement the restrictions contained in the warranty deed of transfer, or any local or State zoning or use requirement, and these restrictions do not conflict or contradict any previous restrictions.

2. EASEMENTS: The Developer reserve unto itself, its successors and assigns, the following easements over each lot or parcel and the right to ingress and egress to the extent reasonably necessary to exercise such:

a) Utilities: Ten (10) foot easements are reserved on the inside of all lot lines of all lots of Horseshoe Pointe. The said ten (10) foot easements are reserved for the installment of water lines, power lines, telephone lines, cable lines, and any and all other utility lines which may be placed within the subdivision. The easement is for installation, maintenance and operation of same, including the right to install and maintain guide wires, braces, anchors, and/or other hardware or appliances appropriate to such utilities. This easement includes the right whenever needed in connection with the use, installation, maintenance, or operation of such utilities to cut, trim and/or remove trees and/or the vegetation with said easements.

b) Roadways: Horseshoe Pointe Homeowners Association wishes to provide for a common maintenance of the sixty (60') foot wide road and right of way shown on the above mentioned plat as above described, and also wishes to provide for a common maintenance of the thirty (30') foot road and right of way shown as "Saddle Drive" on the above mentioned plat, and to that end wish to enter into an agreement setting forth the responsibilities of each property owner as concerns said roadway.

Now, therefore, it is agreed as follows;

1. Each lot owner in Horseshoe Pointe Subdivision shall have a right of way and easement over the roadways as shown on the above referenced plat for the purposes of ingress and egress to and from their lots to the public roadway adjoining said lots.

2. The properties covered by this agreement shall be Lots 1-14, 16-18.

3. Each lot as set out in Number 2 above shall have one (1) vote in any matter requiring a vote of the parties to this agreement.

4. The parties hereto agree that said private road shall be maintained at the joint expense of the parties to this agreement as well as any future owner of any lot. Each lot owner shall pay his proportionate share of any expense or maintenance as approved or set out below. For example at present there are seventeen (17) lots to be served by the private roadway(s), each lot owner would pay 1/17th of a common expense.

5. Expenditures for the maintenance or improvements for said roadway shall require a majority vote of the lots served by said roadway, provided however, any agreement to pave said right of way shall require a greater than 75% vote of all parties served by said roadway.

6. It is agreed that this agreement shall be binding on all the owners of said lots, their heirs and assigns and shall further be binding on any party acquiring title to any portion of any lot.

7. Any duly passed assessment shall constitute a lien on said lot until paid in full.

c) Drainage: The developers reserve unto themselves, their successors, and assigns the right to use and allow the use of therefore described then (10') foot wide utilities easements for the additional purpose of the draining and/or channeling of surface waters.

d) Other Easements: Any and all other easements and rights-of-way shown on the above mentioned plat, are also reserved unto the developers themselves, their successors, and assigns.

e) Use and Maintenance by Owners: The areas of any lots or parcels affected by these easements reserved herein shall be maintained continuously by the owner of such lots, or their successors in interest, and no structures, plantings, or other materials shall be placed or be permitted to remain upon said easements or any other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except where which a public authority or utility company is responsible therefore.

f) Developer's Rights: No owner shall have any claim or cause of action against Developer, its successors, or licensees, arising out of the non-exercise of any easements reserved hereunder. Developer reserves unto itself the right to convey the aforesaid easements to West Carolina Rural Telephone Co-op., Abbeville County EMC, Duke Power Co., Little River Electric Coop, Abbeville County, South Carolina and/or any other public utility company. The foregoing notwithstanding, no conveyance by Developer shall be effective to negate the dedicating of said easements from the purposes identified hereinabove.

3. SEWAGE DISPOSAL AND ELECTRICAL SERVICE: No individual sewer disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Abbeville County Health Department or such other governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such system, as installed, shall be obtained from such authority.

Primary electrical service to the subdivision will be through aerial delivery. At the lot owner's option will be to install underground electrical service with each lot owner to bear any and all cost of this service.

4. SUBDIVISION OF LOTS: No lot shall be subdivided or its boundary lines changed, except with the written consent of the Developer's Agent which hereby expressly reserves unto itself, its successors and assigns the right to re-plat any one or more lots as shown on said subdivision plat.

5. BUILDING LOCATION: No part of any building shall be located on any lot nearer than Thirty (30) feet to the public or private road as shown on said plat that provides access, and no part of any building shall be located nearer than ten (10) feet to any adjoining lot line. It is specifically understood and agreed, however, that a Purchaser of an irregularly shaped lot who wishes to have any of the above requirements waived because of the shape of such lot may submit to Developer's Agent a plot plan showing an alternative location for residential structure. Approval or any deviation from the above requirements is vested in the discretion of the "Developer's Agent".

6. LAND USE AND BUILDING TYPE AND LOT MAINTENANCE:

a) No lot shall be used except for single family residential uses. Only one residence shall be erected, altered, placed or permitted on any one lot. No mobile homes, house trailers, shacks or temporary structure shall be placed on any lot, either temporarily or permanently. No lot shall be used for repair work on automobiles or other vehicles whether performed by the owner or not.

b) A detached garage can be built on a lot provided that it is consistent in scheme and design with the main house and complies with the requirements as set forth in Section (7)(b) below. The detached garage can be used for automobiles or for boat storage. The detached garage can be built first, provided that the main structure is built within two (2) years of the completion of the garage. During this interim period the garage can be used as a construction office or as a temporary residence. Also, a temporary construction office building can be erected on a lot during construction. Upon completion of the construction the building must be removed immediately.

c) All persons at any time owning a lot or lots in the subdivision shall be obligated to keep same cleaned up, mowed, or otherwise appropriately maintained so as not to be an eyesore to the development.

7. PRE APPROVAL BY "DEVELOPER'S AGENT" AND VARIANCES:

a) In order not to unreasonably detract from the utility and/or the aesthetics of adjoining or nearby real estate, PRE APPROVAL by "Developers' Agent" of all Improvements and the location thereof shall be obtained IN WRITING, before commencement of construction or installation of improvements.

b) In general, the following Guidelines shall apply:

(1) The Owner of each lot shall exercise his best judgement to see that all planned improvements conform or harmonize with existing structures, as to external design, quality and type of construction, material, color, tree removal, location of the building site, height, grade, and finished ground elevation, and

all aesthetic considerations. Concrete blocks, cinder blocks or similar type of construction material may only be permitted if they will not be visible from a street or adjoining lot.

(2) All improvements constructed on any lot shall be made by a builder, contractor, or specialty contractor, and all improvements shall be completed with due diligence and in all cases within no longer than one year.

(3) Each dwelling shall be BUILT ON SITE and shall have a minimum of One Thousand (1,000) square feet of heated and cooled area, exclusive of all open porches, garages, basements, and/or walk out lower levels.

(4) No dwelling shall be constructed containing more than two (2) stories in height above the basement level. No other building or structure shall exceed the height of the dwelling, EXCEPT that a barn with a loft may be constructed on any lot exceeding 3 acres.

c) "Developer's Agent" shall have the right to grant VARIANCES with respect to the terms of these Protective Covenants, not only with respect to this Item 6 and Items 3 and 4, but also with respect to ANY of the other provisions of these Covenants. Variances may be granted in situations where the requirements of these covenants are unduly or unnecessarily restrictive in their application to a particular lot or a particular situation due to the size, shape, or topography of the particular lot or due to other factors peculiar to the particular lot or the particular circumstances; PROVIDED HOWEVER, that "Developer's Agent" shall grant no variance which will substantially depreciate or devalue any of the lots which are subject to these covenants. The consent to one variance shall not operate to demonstrate consent to any subsequent request for variance.

8. PROPERTY REQUIRED TO BE ENCLOSED OR SHIELDED: The following may not be kept on any lot unless enclosed in a garage or other building or so located as to not be visible from property of others or from any public or private road way:

- a) Boats, trailers, and related equipment,
- b) Recreational vehicles, campers, trailers, and related equipment,
- c) Trucks (except for pickup trucks),
- d) Clotheslines.

9. FUEL TANKS AND GARBAGE / REFUSE: All fuel tanks or containers all be covered or buried underground consistent with the normal safety precautions and aesthetic considerations or located so as to not be visible from property of others and from any public or private road way.

No lot shall be used or maintained as a dumping ground or storage area for rubbish. Trash, garbage or other household waste shall not be kept except may be kept temporarily pending disposal, if kept in underground or fully enclosed sanitary cans or containers.

10. TELEVISION ANTENNAE: No tower, satellite dish, or antennae shall be erected, constructed or maintained unless same be not visible from the public or private road way or from property of others; EXCEPT that a small, roof-mount satellite dish shall be allowed.

11. FENCES: No fence shall be constructed or placed on any lot which is taller than six (6) feet in height. No fence may be constructed or placed where same may interfere with or obstruct the view of the lake for any other property owner.

12. SIGNS: No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one (1) square foot, or a sign of not more that five (5) square feet advertising the property for sale or rent, or the normal signs used by a builder to advertise the property during the construction and sales periods only.

13. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised or bred or kept on any lot that is smaller than three (3) acres in size, except that dogs, cats or other normal household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. If said lot is greater than three acres in size, then horses and ponies only may be bred or kept (in addition to normal household pets) as long as they do not constitute a nuisance.

14. PROHIBITED PROPERTY AND STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used or left on any lot at any time as a residence, either temporarily or permanently, nor will it be permissible to stockpile any form of construction materials or permit the parking of equipment on any lot which would be unsightly to the community, except during the actual time of construction of said house. No abandoned vehicles or junk vehicles or vehicle parts shall be placed upon or allowed to remain on any lot.

15. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16. DEVELOPERS' AGENT: Developers hereby delegate their authority under paragraph 15 to "Developers' Agent". Ryan R. Faulkenberry is hereby designated as "Developers' Agent". The individual serving from time to time as Developer's Agent may be changed by the execution of a document by the Developer herein and recordation of such document in the Office of the Register of Deeds for Abbeville County, South Carolina.

17. TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of then owners of the lots has been recorded agreeing to change said covenants in whole or in part.



