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BOOK 249 PAGE 82
LAURENS COUNTY CLERK OF COURT

PREPARED BY AND RETURN TO:
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P.O. Box 37146
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STATE OF SOUTH CAROLINA
COUNTY OF LAURENS

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR FAIRVIEW FOREST, SECTION 1

WITNESSETH:

WHEREAS, HOMESTEAD LAND & TIMBER COMPANY, herein called the "Declarant", is the fee simple owner of certain real property located in Laurens and Greenville Counties, South Carolina, and desires to establish on a portion thereof a residential community consisting of residential dwellings to be known as FAIRVIEW FOREST, SECTION 1, and further desires that said property be used, developed, maintained and managed for the benefit and welfare of owners of property in Fairview Forest, Section 1.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares that all of the property described on the map of Fairview Forest, Section 1, recorded in Map Book 56, Pages 274 and 275, Laurens County Public Registry and that property that hereafter may be made subject to this Declaration of Covenants and Restrictions (hereinafter called the "Restrictions") is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions and matters hereinafter set forth, said Restrictions and matters to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property, or any part thereof, and which shall inure to the benefit of each owner thereof, for and during the time hereinafter specified.

RESTRICTIONS AND REQUIREMENTS

1. No tract shall be occupied or used except for single-family residential purposes.
2. Each residential unit shall contain a minimum of 1400 square feet of main floor enclosed living area, exclusive of patios, porches, garages and basements. A two-story dwelling shall contain a minimum of 1,000 square feet of enclosed living area on the first (main entry level) floor. Once construction of a residence has commenced, the exterior thereof, including finished siding material, shall be completed within six (6) months thereafter.
3. All improvements constructed, installed or placed within any road right of way, including driveways, culverts, mail boxes, etc., shall conform to all applicable governmental regulations.

REV. 11.30.89

4. No building shall be located nearer than ten (10) feet to any side, or the rear, property line, nor nearer than seventy-five (75) feet to the front property line.

5. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank sewage system constructed by the tract owner and approved by the appropriate governmental authority unless public sewage becomes available in the Subdivision.

6. No mobile home, house trailer or the basement of a contemplated permanent dwelling shall be occupied as a residence, either on a permanent or temporary basis.

7. Exterior construction material for all buildings, whether residential or auxiliary, shall be properly painted, stained or veneered with wood, brick, stone or other similar facing material. No structure shall have an exterior covering consisting of tar paper, rolled brick siding or other similar facing material.

8. No animals or livestock of any description, except the usual household pets and horses shall be kept on any tract.

9. No inoperable, stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or tract.

10. No noxious, offensive or illegal activities shall be carried on on any tract nor shall anything be done on any tract that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

11. No oil or natural gas drilling, refining, quarrying, mining or timbering operations of any kind shall be permitted upon or in any tract and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any tract.

12. No junk, debris or trash shall be accumulated and/or stored on any tract.

13. Any satellite reception disk or device, above-ground swimming pool or outdoor clothes lines shall be screened from view by adjoining tracts, the streets and the Common Areas by means of landscaping or attractive screening material.

14. No tractor-trailer rigs, dump trucks or buses shall be parked or stored on any Tract.

15. The Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, a twenty (20) foot strip along the front (road) property line and a ten (10) foot strip along each other property line for the purpose of constructing,

installing, maintaining, repairing and operating utility lines, poles, mains and facilities.

16. Nothing herein shall be construed as imposing any restrictions upon any other property owned by Declarant. Declarant in the course of developing adjoining property shall not be obligated to extend these restrictions to such property, but may impose such restrictions as Declarant chooses.

17. These restrictions, rights, reservations, limitations, covenants and conditions shall be deemed to be real covenants and shall run with the land and shall be binding upon the owners of all tracts described herein or hereinafter made subject hereto. Commencing January 1, 1999, these restrictions may be modified or repealed by written instrument signed by the owners of at least two-thirds of the tracts subject hereto at the time thereof.

18. As used throughout these Restrictions, "tract" shall include any subsequent combination of tracts or portion of tracts into a single tract and any subsequent subdivision of one or more tracts into multiple tracts.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be signed this 29th day of November, 1989

Denise R. Guzick
Denise R. Guzick, witness

Delane I. Charles
Delane I. Charles, witness

HOMESTEAD LAND & TIMBER COMPANY

BY Richard J. Kline
Richard J. Kline, Vice President

STATE OF NORTH CAROLINA)

COUNTY OF IREDELL)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named HOMESTEAD LAND & TIMBER COMPANY, a North Carolina corporation, by its Vice President sign, seal, and as its act and deed, deliver the within document for the uses and purposes therein mentioned, and that he/she with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this 29th
day of November, 1989

Delane I. Charles
Delane I. Charles, Notary Public
My commission expires 9/30/91.

Denise R. Guzick
Denise R. Guzick, witness