

*For Modification of Restriction Recorded Sept 24 1996 See  
Book 1411 page 131 Success Orphan Assoc.*

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02078

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
TYSON'S CORNER SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by STEVE E. TYSON, JR., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Fairfield County, State of South Carolina, which is more particularly described as:

All that certain piece, parcel or tract of land lying, being and situate in the County of Fairfield, State of South Carolina on the western side of Highway #215 containing seventeen (17) acres, referred to as Lots 2-19, and bounded as follows: On the North and Northeast by lands of Pope and South Carolina Electric & Gas Company; on the East by the right-of-way for Highway #215; on the South and Southeast by lands of Burley; on the South and Southwest by lands of Pope and by lands of South Carolina Electric & Gas Company; on the North and Northwest by lands of South Carolina Electric & Gas Company.

Tax Map No. 130-00-00-007

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value or desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Property" shall mean and refer to that certain real property hereinabove described.

Section 3. "Lot" shall mean and refer to the numbered plot of lots shown on the plat of the Tyson's

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SOUTH CAROLINA

Corner Subdivision to include the present configurations or any subdivision of these lots or any additions added to these lots of surrounding properties upon any future conveyances therein.

Section 4. "Declarant" shall mean and refer to Steve E. Tyson, Jr., his heirs and assigns.

ARTICLE II  
DURATION OF RESTRICTION

These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until July 1, 2009, at which time said covenants shall be automatically extended for successive periods of twenty (20) years unless by vote of two-thirds (2/3) of the then owners of the lots, it is agreed to change said covenants in whole or in part.

ARTICLE III  
USE RESTRICTION

Section 1. No lot shall be used except for single family residential purposes and shall have a minimum of 1700 square feet of heated space excluding garages and porches. There shall be only one living unit per lot: No Owner may subdivide a lot or change its boundary lines. Any Subdivision or boundary line change shall not be in violation of applicable governmental subdivision and zoning regulations.

Section 2. Each single family Living Unit shall be located on not less than one (1) plotted lot.

Section 3. No dwelling shall be erected nearer than twenty-five (25) feet of the front lot line nor nearer than ten (10) feet to the side lot line. No dwelling shall be erected nearer than twenty-five (25) feet of any rear lot line.

Section 4. No trailer, mobile home or temporary building shall be erected on any part of the lot, except during construction of building, not to exceed six (6) months duration.

Section 5. All such structures constructed on lots within said Tyson's Corner, pursuant to these restrictive covenants, must be maintained in good repair.

Section 6. No partially completed building shall be allowed on the premises after a reasonable time for the completion of the construction thereon.

Section 7. Any fence or wall to be constructed on any lot shall be subject to the approval of Steve Tyson.

Section 8. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any lot which interferes with the reception of television or radio received upon any other lot.

Section 9. If an outside antenna or satellite dish for radio or television shall be constructed, erected or maintained at any time on any lot it shall be constructed in such a fashion as to be screened from the public by shrubbery or a fence-type enclosure.

Section 10. No obnoxious or offensive activity shall occur on any lot with the exception of the business of the Builder in developing all of the lots.

Section 11. No Owner shall do or keep on a lot anything which would increase the rate of insurance relating thereto and no Owner shall permit anything to be done or kept on his lot which would result in the cancellation of insurance on any residence or which would be in violation of any law.

Section 12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot; provided, however, dogs, cats and other household pets may be kept on lots. Provided, further, that no such household pets shall be allowed to roam free throughout the subdivision.

Section 13. No oil tanks, bottle gas tanks, or other holding devices for gas or liquid fuels shall be installed or maintained on any lot except in walled-in areas or underground, so that they shall not be visible from the adjoining properties. However, nothing herein shall be construed to prevent any Owner's use of a gas container in connection with an outdoor gas cooking grill.

Section 14. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers. and all containers shall be kept within an enclosure which shall be located out of sight from the front or side streets. There shall be no burning of trash or any other waste materials.

Section 15. Any lot having an outdoor clothesline or mailbox situate on the street shall maintain the same in an attractive manner and Declarant shall reserve the right to require the repair or replacement of same for the term of these restrictions.

Section 16. No trailer, barn, tent or similar structure shall be used on any of said lots as a residence, either temporary or permanent.

Section 17. No part of any of the lots herein referred to shall be used, rented, sold, leased or otherwise disposed of for mercantile purposes, store, filling station, restaurant, or any other business purposes but shall be used exclusively for residential purposes.

Section 18. Nothing shall be done or practiced upon any of said lots which may be or may become an annoyance or nuisance to the neighbors or injure the value of any other lot or lots in the area.

#### ARTICLE IV UTILITY EASEMENTS

Perpetual easements for drainage and for the installation and maintenance of gas, electricity, telephone, water sewer and other utilities are reserved as shown on said plat, and where not reserved on said plat a perpetual easement five (5) feet in width is hereby reserved along the said line of each lot and five (5') feet in width along the rear line of each lot as shown on said plat, for drainage and for the installation and maintenance of gas, electricity, telephone, water, sewer, and other utilities. The Declarant shall have the right to assign said utility easement.

#### ARTICLE V GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, shall have the right to enforce, by any proceeding at law or in equity, all Restrictions, Conditions, Covenants, Reservations, now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceedings at law in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other due for such violations to include but not limited to court costs, reasonable attorney's fees.

Section 2. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 11th day of September, 1989.

WITNESSES:  
Wanda H. Mather  
Steve E. Tyson Jr.

TYSON'S CORNER  
BY: Steve E. Tyson Jr.  
Steve E. Tyson Jr.

STATE OF SOUTH CAROLINA, )  
COUNTY. )

P R O B A T E

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named Steve E. Tyson, Jr. sign, seal and, as his act and deed, deliver the within-written Restrictions for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 11th day of September, 1989. )  
Wanda H. Mather (LS) : witness  
Notary Public of SC )  
My Commission expires: 6/4/94 :

I hereby certify that the within Restrictions, Covenant, etc. was filed for record in my office at 11:21 A.M. o'clock on the 11th day of Sept 1989 and was immediately entered upon the proper indexes and duly recorded in Book KP or Deeds at Page 275

Dorcas G. Anderson  
DORCAS G. ANDERSON  
Clerk of Court and R.M.C. for Fairfield County, S. C.

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FAIRFIELD COUNTY  
CLERK OF COURT  
DORCAS G. ANDERSON

(3) Add Section 14A of Article III to read as follows:

That no partially dismantled, inoperative, wrecked, junked or discarded vehicle shall remain on any lot for longer than 48 hours. The presence of such a vehicle, or parts thereof, is hereby declared a public nuisance. This section shall not apply with regard to a vehicle in an enclosed building.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 25th day of September, 1990.

WITNESSES:

TYSON'S CORNER

*Wanda H. Matthews*  
*Steve E. Tyson, Jr.*

BY: *Steve E. Tyson, Jr.*  
Steve E. Tyson, Jr.

STATE OF SOUTH CAROLINA, )  
FAIRFIELD COUNTY. )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named Steve E. Tyson, Jr. sign, seal and, as his act and deed, deliver the within-written Restrictions for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 25th day of September, 1990.  
*Wanda H. Matthews* (LS)  
Notary Public of SC  
My Commission expires: 6/4/94

)  
)  
) *Wanda H. Matthews*  
) witness  
)  
) I hereby certify that the within  
*Modification of Restriction*  
was filed for record in my office at  
*2:03 P.M.* 'clock on the *25* day of  
*September* 19*90* and was  
immediately entered upon the proper  
indexes and duly recorded in Book *2 E*  
or *D. 200* at Page *131*  
*Dorcas Anderson*  
Clerk of Court  
*E7d*

NOTARY PUBLIC SYSTEM  
CLERK OF COURT  
FAIRFIELD COUNTY  
SOUTH CAROLINA  
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STATE OF SOUTH CAROLINA, )  
COUNTY OF FAIRFIELD. )

**MODIFICATION OF RESTRICTIVE COVENANTS**

WHEREAS, Steve E. Tyson, Jr. is the owner and developer of Tyson's Corner Subdivision located in Fairfield County, South Carolina; and

WHEREAS, certain restrictive covenants applying to the said subdivision were recorded September 11, 1989 in the Office of the Clerk of Court for Fairfield County in Deed Book "KP" at page 275; and

WHEREAS, Steve E. Tyson, Jr. remains the owner and record of all of the lots in the Tyson's Corner Subdivision

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CLERK OF COURT  
DORCAS C. AMERSON

WHEREAS, Steve E. Tyson, Jr. desires to modify the above mentioned restrictive covenants;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby modify the Restrictive Covenants recorded September 11, 1989 in Book "KP" at page 275 as follows:

(1) Amend Section I of Article III to read as follows: No lot shall be used except for single family residential purposes and shall have a minimum of eleven hundred (1100) square feet of heated space excluding garages and porches. There shall be only one living unit per lot. No owner may subdivide a lot or change its boundary lines. Any subdivision or boundary line change shall be in violation of applicable governmental subdivision and zoning regulations.

(2) Add a Section 4A of Article III to read as follows:

Section 4a. Mobile homes that are permanently attached to the land and properly underpenned may be used as residences provided they have met the prior approval of Steve E. Tyson, Jr., his heirs and assigns.

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(3) Add Section 14A of Article III to read as follows:

That no partially dismantled, inoperative, wrecked, junked or discarded vehicle shall remain on any lot for longer than 48 hours. The presence of such a vehicle, or parts thereof, is hereby declared a public nuisance. This section shall not apply with regard to a vehicle in an enclosed building.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 25th day of September, 1990.

WITNESSES:

TYSON'S CORNER

Wanda H. Matthews  
[Signature]

BY: [Signature]  
Steve E. Tyson, Jr.

STATE OF SOUTH CAROLINA, )  
FAIRFIELD COUNTY. )

P R O B A T E

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named Steve E. Tyson, Jr. sign, seal and, as his act and deed, deliver the within-written Restrictions for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 25th day of September, 1990.

[Signature] (LS)  
Notary Public of SC  
My Commission expires: 6/4/94

)  
:  
) Wanda H. Matthews  
:  
) witness  
)  
:  
) I hereby certify that the within  
Restrictions of Restriction

was filed for record in my office at 2:03 P.M. o'clock on the 25 day of September 1990 and was immediately entered upon the proper indexes and duly recorded in Book LF of Deeds at Page 131.

Dorcas Anderson  
DORCAS G. ANDERSON  
Clark of Court and P.M. of Fairfield County, S.C.

NOTARY PUBLIC  
DORCAS G. ANDERSON  
FAIRFIELD COUNTY  
CLERK OF COURT  
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