

B. A. BECKUM, JR.
188 GOVERNORS LANE
AIKEN, SC 29801

STATE OF GEORGIA	}	PROTECTIVE COVENANTS
	}	SUDLOW HILLS SUBDIVISION
RICHMOND COUNTY	}	PHASE II, SECTION I

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 8th day of November, 2004, by BECKUM CONSTRUCTION CO., INC., hereinafter referred to as the "Owner",

WITNESSETH THAT

WHEREAS, the Owner is vested with fee simple title to certain real property located in Aiken County, South Carolina, which has been developed into a residential subdivision known as Sudlow Hills Subdivision, and consisting of all those certain lots, tracts or parcels of land, situate, lying and being in the State of South Carolina, County of Aiken, known and numbered as Lots 15-47, Phase I, Section II, Sudlow Hills, as shown on a plat dated September 23, 2003, prepared for Beckum Construction Co., Inc., by Hass & Hilderbrand, Inc., a copy of which is recorded in Plat Book 47, page 326, in the office of the Register of Mesne Conveyances of Aiken County, South Carolina. Reference is made to said plat for a more complete and accurate description of said property. And,

WHEREAS, it is to the interest, benefit and advantage of the Owner and to each and every person who shall hereinafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by the Owner and each and every subsequent owner of any of the lots in said subdivision, said Owner does hereby set up, establish, promulgate and declare the following

protective covenants to apply to all of said lots and to all persons owning said lots or any of them, hereafter; these protective covenants shall become effective immediately and run with the land, and shall be binding on all persons claiming under and through the Owner, for twenty (20) years from the date of the filing for record hereof, at which time said protective covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit:

1. Land use and building type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, and structures for recreation ancillary to said single family usage or storage of lawn, garden or landscaping tools and related materials and supplies.
2. Architectural control. No building, fence or other structure of any nature shall be erected, placed or altered on any lot unless the proposed construction plans, specifications, exterior color or finish, and site plan (showing accurately and in detail the proposed location of such intended structures, including driveways, walkways and parking area), shall have been approved in writing by the Architectural Review Committee, as defined in Paragraph numbered 15 below.

Generally, the following guidelines will be enforced:

- a. All fences to be approved by Architectural Committee.
- b. No bare exposed chimney flues above a roof line.
- c. No mailbox, other than the uniform mailbox to be furnished by developer at cost, may be erected in the subdivision.

Refusal of approval of such plans, location or specifications may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of said Committee shall appear sufficient. No alteration in the exterior appearance of any

existing building or structure shall be made without like approval of said Committee. One (1) copy of all plans and related data shall be furnished to said Committee for its records.

3. Dwelling quality and size. Under roof minimum for homes shall be not less than 1,200 square feet for either a one story dwelling or for a dwelling of more than one story, unless approved in writing by the Architectural Committee.
4. Building location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building or other structure shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on an interior lot nearer than ten (10) feet to the rear lot line. For the purpose of this covenant, eaves, steps, carports and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. Easements. Easements for installation, repair and maintenance of utilities and drainage facilities are reserved as indicated on the aforesaid plat of said subdivision. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements as designated above or on said plat.
6. Nuisances. Noxious or offensive activities shall not 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. Hobbies or other activities, including but without limiting the generality hereof, the assembly and the disassembly of motor vehicles or other mechanical devices, which might lead to disordered, unsightly and unkempt conditions shall not be pursued or undertaken in the front or side yards of any lot or in any driveway, garage or carport where such conditions can be seen from any street.
7. Temporary structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence. The

Owners, construction contractors, and real estate agents may, on a lot or lots, erect, occupy, and use temporary structures and mobile homes.

8. Oil and mining operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
9. Livestock and poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
10. Garbage and refuse disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot owner shall provide containers for garbage, in an area not visible from the frontage street, or provide underground garbage containers or similar facility in accordance with reasonable standards established by the Architectural Review Committee.
11. Sewage disposal. No individual sewage 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 South Carolina Department of Public Health. Approval of such systems as installed shall be obtained from such authority.
12. Trees. No tree measuring six (6) inches or more in diameter at ground level may be removed without the prior written approval of the Architectural Review Committee, unless its trunk is located within ten (10) feet of the approved site for the dwelling to be located thereof.

13. Architectural Review Committee Membership. Persons (and the present business address of each) constituting the membership of the Architectural Review Committee are:

a. Pam Beckum, 188 Governors Lane, Aiken South Carolina 29801.

b. B.A. Beckum, Jr., 188 Governors Lane, Aiken, South Carolina 29801.

A majority of said Committee may designate a representative to act for it. In the event of the death or resignation of any member of said Committee, the remaining members shall have full authority to designate a successor. The Management Committee of the Owner may appoint a new Architectural Review Committee, from time to time, in its sole discretion. Neither the members of said Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to the protective covenants.

14. Waiver. The Architectural Review Committee may, in its sole and uncontrolled discretion, at any time and from time to time, waive any one or more requirements which said Committee is authorized to impose according to the provisions of these protective covenants whether such requirements appear expressly or by fair and reasonable implication and inference from such provisions; and the exercise of such waiver need not be evidenced in writing.

15. Term. These protective covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are filed for record, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants, in whole or in part.

16. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The Owner, whether jointly or severally, shall not necessarily be required to undertake the enforcement of the protective covenants, and in the event of the failure or

refusal of the Owner to undertake such enforcement, the Owner shall be held harmless for such failure or refusal.

17. Severability. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has caused these presents to be duly executed the day and year first above written.

BECKUM CONSTRUCTION CO., INC.

BY: [Signature] L.S.
B.A. BECKUM, JR., PRESIDENT

(corporate seal)

Signed, sealed and delivered
in the presence of

[Signature]
FIRST WITNESS
[Signature]
SECOND WITNESS

STATE OF GEORGIA, County of Richmond §

Personally appeared before me, Benjamin F. McElreath (first witness), and made oath that he saw the within named B.A. Beckum, Jr., sign, seal, and as his act and deed, deliver the within written protective covenants for the uses and purposes therein mentioned, and that he, with Susan Smith-Brudi (second witness), witnessed the execution thereof.

[Signature]
FIRST WITNESS

Sworn to before me this 8th day
of November, 2004.

[Signature]
NOTARY PUBLIC.

