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VICKI M. MCCARTHY - REGISTER OF DEEDS
SUMTER COUNTY, SC R. McLeod

STATE OF SOUTH CAROLINA) DECLARATION OF COVENANTS
) AND RESTRICTIONS
COUNTY OF SUMTER) BANBURY PARK SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Tyler B. Dunlap, Jr. and Dunlap Properties Limited Partnership a/k/a Dunlap Properties, L.P., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant/Grantor is the owner of certain real property in Sumter County, State of South Carolina, which is more particularly described as follows:

The property upon which this Declaration of Covenants, Conditions and Restrictions is imposed is attached hereto as Exhibit "A" and same is incorporated herein verbatim, and made a part of these Covenants, Conditions and Restrictions. Declarant further reserves the right to annex and add additional property to that described in Exhibit "A" attached hereto.

NOW THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" above referenced shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and 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 as follows:

1. No structure shall be erected on any lot other than one single-family dwelling, and one attached or detached garage, and no use shall be made of the property or of any right or privilege appurtenant thereto, other than for private residential purposes of a single family. No building, outbuilding, fence, wall, garage or other structure shall be commenced, erected, or maintained upon any of the lots in the Subdivision until the complete plans and specifications showing the nature, kind, shape, height, square footage, materials, and location of the same have been submitted and approved, in writing as to harmony of external design, materials, siting and location in relation to surrounding structures and topography. An architectural review committee composed of three (3) members, namely, the Declarant, Tyler B. Dunlap, Jr., Deena Mark and R. Kirk McLeod, III must review and

approve all such plans and specifications. In the event said committee fails to approve such requested design, materials, siting and location within thirty (30) days after said plans and specifications have been submitted to it, then such plans, design and specifications shall be deemed disapproved. If any vacancy should occur on the architectural review committee, then the remaining member, or members, shall elect and appoint a successor or successors to fill said vacancy on said committee. Any rights or approvals reserved herein to the Declarant, may be assigned by him in writing to the architectural review committee at any time.

2. No lot referred to herein shall be subdivided or reduced in size without the written consent of the Declarant. The Declarant and/or the architectural review committee specifically reserves the right to modify or change lot lines and sizes, when it deems same necessary or desirable, or needed to prevent undue hardship in its sole discretion without the approval of any other property/lot owner.

3. The placement, design, type, color and lettering of any mailbox or delivery receptacles and its support must be approved by the Sumter City/County Planning Commission or conform to rules and recommendation of the U.S. Postal Service, together with property identification markers.

4. The building line on lots shall be variable. The setback line shall not depend on the setback of other lots in the subdivision but shall be as defined on the subdivision plat, city ordinances or as otherwise set by the Declarant and/or the architectural review committee, so long as same is not in violation of the ordinances of the City of Sumter.

5. No noxious or offensive activity shall be permitted upon any lot hereby conveyed, and nothing shall be had, or done, thereon which constitutes or becomes an annoyance or nuisance to the neighborhood. No hogs, goats, cows, horses, chickens or other such animals, or fowl, of any kind shall be allowed or kept on any lot hereby conveyed. Nothing shall be done or allowed, and no conditions or situation shall be permitted on any such lot, which would constitute, cause or become a nuisance to the area as a residential area, or any condition permitted on such lot which would pollute the water of any lake, stream or pond located in or near said subdivision.

6. No tent, shack, trailer, school bus, camper, boat or motor home or temporary structure of any kind shall be erected, kept, had or allowed at any time on any lot hereby conveyed and used as a

temporary residence. All rubbish, garbage and trash shall be kept in closed cans or other suitable containers approved by the City of Sumter and out of sight from the front street. No clothes line shall be allowed to be visible from any street. All lots, property and premises shall be kept clean at all times.

7. An easement is reserved unto the Declarant, or his successors or assigns, over the front, side, and rear five (5) feet of each lot hereby conveyed for the purposes of utility installations, rights of way, and for the operation and maintenance thereof; and for fifteen (15) feet over existing sewer and water lines for the maintenance thereof. If said subdivision plat reflects greater easements, then such greater easement is herewith adopted as part of these covenants. Further, each homeowner by acceptance and recordation of a deed to any property in the subdivision, expressly agrees to abide and comply with all restrictive covenants, easements and rights of way affecting the herein described property including any and all conservation, preservation and/or environmental easements and restrictions. Further, it is expressly understood that the Detention Structures (Detention Ponds), if any, located in the Subdivision exist for the benefit of all property owners in the Subdivision. Any lot owner who owns all, or any part, of a Detention Structure (Detention Pond) expressly agrees, at their sole expense, to maintain same in good repair and in accord with the statutes, laws, ordinances and regulations of the County, State, or Federal Agencies having jurisdiction, right of inspection, control and enforcement of the provisions of The Storm Water Management and Sediment Control Ordinance adopted by Sumter County Council on May 12, 1998, as amended relating to such facilities. An easement for access to said Detention Structures (Detention Ponds) is expressly reserved to said workmen, agents, employees and personnel of said Agencies to inspect such structures.

8. Purchaser further agrees to by acceptance and recordation of the deed from the Declarant, to strictly comply with all of the terms and conditions of these Restrictive Covenants, and as they may be amended in the future as provided herein.

9. No boats, trailers, trailer hitches, campers, recreational vehicles, or any vehicle larger than a standard passenger vehicle, or other non-self propelled vehicles shall be stored on any of the Property except in the rear ½ of a Lot (but in no event closer than 20 feet (20') to any rear lot line) or within an enclosed garage. No inoperable nor any unlicensed motor vehicles shall be allowed on the Property, or any additions or extensions thereof, for a period of more than thirty (30) days unless stored within an

enclosed garage. No unmuffled motor vehicles of any type will be operated on the Property. For purposes of this paragraph, a pickup truck, Jeep, and other vehicles of somewhat similar size and use shall be included within those vehicles considered standard passenger vehicles.

10. The Property is designated as a bird sanctuary. There shall be no trapping, hunting, shooting, attempting to shoot or molest in any manner any bird or wild fowl, including the nest and eggs thereof, except to prevent a nuisance or to eliminate a menace to health or safety.

11. No improvements upon any streets adjoining any Lot shall be broken or disturbed in any manner without the consent of the Declarant and any person disturbing or breaking the improvements on any street, whether intentionally or unintentionally, either directly or indirectly by themselves or by their agents, servants, employees, family members, contractors, or other persons or concerns working at or under their direction or in their behalf, shall be responsible for the immediate replacement and repair thereof.

12. No fireworks shall be stored, used, sold, displayed, or shot on any of the Property, or any additions or extensions thereto.

13. Any building constructed on the Property, or additions thereto, shall be completed within nine months from the commencement of the construction unless the time for completion is otherwise extended by the Declarant.

14. It is understood that the herein restrictions shall be appurtenant to and run with the land, and in the event of the violation of any of the said restrictions, Grantor shall have the right to abatement and the right to enforce compliance by injunction or any other appropriate remedy without liability for damages. The restrictions shall be construed for the benefit of the Grantor alone, who, reserves the right to alter, amend, or release the same at will.

15. No sale, rent, advertising signs or billboards shall be erected on any lot/house or displayed in any form to the public, that exceeds two ft. by two ft. and said signs, etc are limited to one on each lot on the street facing the front of the dwelling located thereon. No signs, as above described, shall be nailed or fastened to any tree at any time.

16. It is understood and agreed by all lot owners that the Declarant shall not be responsible for the installation and

maintenance of storm drains, control of surface water, or maintenance of streets after said streets and systems have been dedicated to the City and/or County of Sumter, or the State of South Carolina.

17. No lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted on any lot which materially affects surface grade of said lot or surrounding lots, unless approved in writing by Declarant.

18. No radio, television, communication, transmission or reception towers, disks, satellite dishes, or antennas shall be erected on any lot in the subdivision other than one (1) small satellite dish not more than twenty-four inches in diameter and installed in such a manner and at such location as to not be visible from the Street or detract from the appearance of the Subdivision or adjoining properties.

19. All driveways, sidewalks and entrances to garages or houses shall be concrete, and of uniform quality.

20. Each lot owner shall comply strictly with all of the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of violation or breach, or threatened violation or breach, of any of the same, the Grantor, the Declarant, or any aggrieved lot owner, jointly, individually or severally, shall have the right to proceed in law or equity for the recovery of damages, or for injunctive relief, or both.

21. If any sentence, clause or paragraph of this Declaration shall be found by a Court of competent jurisdiction to be invalid or unenforceable, it shall in no way affect the validity or enforceability of any other sentence, clause or paragraph thereof.

22. The Grantor reserves to himself and his successors and assigns, the right to relocate, open or close streets in the subdivision and to revise, re-subdivide and change the size, shape dimensions and locations of lots and streets, whether shown on a recorded plat, a promotional display or a lot layout plan; provided, however, that no lot sold prior to such revisions, relocation or change shall be deprived of access to the street or streets on which it bounds nor of access to such lot from the said streets in the subdivision on which it borders.

23. Any climbing plants or vegetation of any kind, placed or allowed to remain on any fence or wall, along a property line, shall be maintained by the respective lot owner, who must keep same

in a neat, attractive condition.

24. The Declarant/Grantor reserves the right to subject the real property in this Subdivision to a contract with Progress Energy Carolinas, Inc., or such other utility providing utility services, for the installation of street lighting which requires a continuing monthly payment to Progress Energy Carolinas, Inc. By each residential customer and lot owner in said Subdivision.

25. Declarant/Grantor reserves an easement for the construction and erection of a Subdivision sign at its entrance on each of the lots in said Subdivision at the entrance or exit to said subdivision. The purchasers of these lots acknowledge and agree by acceptance and recordation of their deeds to the title to said Lots, that they will maintain and keep in good repair and condition said entrance signs, at their expense.

26. The covenants and restrictions of this Declaration shall run with and bind the land and all parties acquiring same as well as their successors in title, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by the Declarant, until the last lot in said subdivision has been sold and thereafter only by an instrument signed by the owners of not less than seventy-five (75%) percent of the Lots in said Subdivision, regardless of when done. Any amendment must be in writing and recorded in the Office of the Register of Deeds of Sumter County.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal on May 27th, 2008.

Looney Abner
Witness
C. Palmage Abner Jr.
Witness

Tyler B. Dunlap, Jr.
Tyler B. Dunlap, Jr. - Declarant

Dunlap Properties Limited
Partnership a/k/a
Dunlap Properties, L.P.

By: Tyler B. Dunlap, Jr.
TBD Group, LLC by Tyler B.
Dunlap, Jr., Mgr/Gen. Partner

STATE OF SOUTH CAROLINA)

COUNTY OF SUMTER)

PERSONALLY appeared the undersigned witness who being put to oath says that he/she saw the within named Tyler B. Dunlap, Jr. and Dunlap Properties Limited Partnership a/k/a Dunlap Properties, L.P. by TBD Group, LLC by Tyler B. Dunlap, Jr., Mgr/General Partner the Declarant, sign, execute and deliver the within written Declaration of Covenants, Conditions and Restrictions, and that he/she with the other above named witness, witnessed the execution thereof.

Carney Dazler

SWORN to before me
on May 27th, 2008.

C. Admoge P. 10/11

Notary Public for South Carolina
My Commission Expires; 8-21-2008.

EXHIBIT "A"

LEGAL DESCRIPTION
BANBURY PARK SUBDIVISION

All those certain pieces, parcels and lots of land with improvements thereon, if any, situate, lying and being in the County of Sumter, State of South Carolina identified as Lot No. 18 on a plat of Banbury Park Subdivision prepared by Louis W. Tisdale, R.L.S. and recorded on May 27th, 2008 in Plat Book 2008 at page 186, records of Sumter County.

Aforesaid Plat is specifically incorporated herein and reference is craved thereto for a more complete and accurate description of the metes, bounds, courses and distances of the property concerned herein. This description is in lieu of metes and bounds, as permitted by law under Section 30-5-250 of the 1976 Code of Laws of South Carolina, As Amended. Be all measurements a little more or a little less and according to said plat.