

30231

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STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

DECLARATION OF COVENANTS  
GOVERNING BELMONT PLANTATION  
SUBDIVISION

The Developer is the owner of the Real Property of this Declaration and desires to create a residential community in accordance with a uniform plat of development to preserve and maintain property values, to maintain the natural beauty of the Real Property, to guard against construction thereon of poorly designed or proportioned structures built of improper of unsuitable materials, to obtain a harmonious architectural scheme and to create a livable environment, for the benefit of future purchasers of the Real Property; and

WHEREAS, because the Developer deems it desirable to accomplish the said purpose, it creates an Architectural Committee to which will be delegated the powers of administration of the aforesaid functions.

NOW THEREFORE, for and in consideration of the aforesaid considerations and in further consideration of the mutual covenants, conditions, reservations, servitude and easements herein created for the benefit of the developer, its successors and assigns, and the future owners of the Real Property Developer hereby declares, creates and imposes upon the real property the following covenants, restrictions, easements, reservations and servitudes, which are hereby declared covenants running with the land as follows:

ARTICLE I  
REAL PROPERTY SUBJECT TO THIS DECLARATION

1.1 Existing Property. The Real Property which shall be held, transferred, sold, conveyed and occupied subject to these covenants is all real estate shown on a plat of Belmont Plantation Subdivision, as shown on a plat made by C.E. Shehan R.L.S. #8810, dated 05-29, 1993 and recorded in the office of the Clerk of for Anderson County in Plat book 434 at 7+8.

1.2 Additions to Existing Property. Additional Real Property, including existing subdivisions, may become subject to these Covenants without the approval of any purchaser or transferee of the Developer by filing of record Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall automatically extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declarations may contain such additions and modifications of these Covenants as may be necessary to reflect the different character of added properties, but in no event shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration within the existing property as

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hereinafter described in paragraph 1.1, without the approval of all property owners.

**1.3 Existing Structures.** In the event these Covenants shall be extended to additional Real Property, including existing subdivided and restricted subdivisions, all then existing structures and uses thereon shall not be affected by the terms hereof, but shall be deemed in compliance herewith, but this shall not apply to future structures and uses, or the alteration of existing structures, which shall be constructed, sold, transferred and occupied only in accordance with the terms hereof.

**1.4 Conflict with Zoning Statutes.** In the Event of any conflict of the provisions hereof with any zoning ordinances or statute, or subdivision law or regulation, in effect on the date of recording of these covenants, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

**1.5 Roads.** The areas shown on plat as road, streets, drives, lanes and courts are owned by all property owners and no blocking or barricading is permitted. The Developer reserves no liability for maintenance of said roads.

It is the intention of the Developer to dedicate said roads to Anderson County and therefore reserves this right without the consent of any property owner of Belmont Plantation Subdivision.

**ARTICLE II  
USES PERMITTED AND PROHIBITED IN RESIDENTIAL AREA**

The uses permitted and prohibited and the terms, conditions and limitations hereinafter set forth in this Article II, paragraphs 2.1 through 2.33, shall apply to all lots in the subdivision, except where specifically provided to the contrary hereinafter.

**2.1 Use for single Family Residence.** All lots shall be used exclusively for a single family residence and for residential or domestic purposes connected therewith not specifically prohibited by the terms of these Covenants. Two or more lots may be merged for one building lot. Once merged, then they become one lot and cannot be subdivided.

**2.2 Business Prohibited.** No structure at any time situate on the Real Property shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboard or advertising signs of any kind shall be erected or

displayed thereon, except such signs as are hereinafter permitted. No part of any structure therein shall be used for the purposes of renting rooms therein or as a boarding house, children's nursery, motel, hotel, beauty parlor, tourist or motor court or for transient accommodations. No duplex residence, garage apartment or apartment house shall be erected or permitted to remain on any lot in the Residential Area, and no structure at any time therein shall be converted into a duplex residence, garage or apartment house. There is one exception. The developer reserves the right to build a Model Homes in Subdivision and use for lot and home sales in subdivision.

2.3 Street obstructions. No fence, hedge, shrub, bush, tree or the object, natural or artificial, shall be placed or located on any lot if the location of the same will in the judgment of the Developer obstruct the vision of any motorist upon any street or avenue shown on the plat.

2.4 Square Footage Minimums and Height Restrictions. No residence or dwelling shall be constructed on any lot shown containing less than 1400 square feet of heated floor space, with two car garage and 1800 square feet with no car garage, exclusive of porches, screened and unscreened, garages and breezeways. In computing the square footage of any one story residence one-half credit shall be given for the square footage of any basement or below the ground level of such building which is finished and heated. No stores and one-half residence, two-story residence or split level residence shall be constructed on any lot containing less than 1400 square feet of floor space with a two car garage and 1800 square feet with no car garage, exclusive of porches, screened and unscreened, garages and breezeways, and the ground level of such dwelling shall not have less than 800 square feet. The square footage minimum herein refers to heated, finished area. Deviations from the requirements of the paragraph may be granted by the Architectural Committee and/or Developer.

2.5 Detached Out-Buildings. No hot house, Green house, summer house, cabana, outdoor fireplace, barbecue pit, swimming pool installation or other structure of any kind which is detached from the single family residence or utility area shall be placed or permitted to remain on any lot without the approval of the Architectural Committee.

2.6 Setback Lines. No building shall be erected on any lot nearer to the front lot line than the building setback line as noted on the recorded Plat. No residence shall be constructed nearer than ten feet to any side lot line nor twenty feet from the rear lot line, provided, however, that the Developer hereunder may approve deviations from the requirements of this paragraph. Actual placement of all structures to be approved by Developer prior to construction.

**2.7 Garages.** All garages facing any street shall have doors with automatic door openers. Garages are to be attached to residence by covered walk/breezeway or constructed as an integral part of the residence.

**2.8 Fences, Walls and Hedges.** Decorative walls are allowed in order to enhance overall structure appearance or to aid with landscaping, with approval of Architectural Committee. No fence shall be permitted in front of any residence built on any lot in this subdivision.

**2.9 Used structures.** No used buildings or structures shall be placed or permitted to remain upon the Real Property without the approval of the Architectural Committee.

**2.10 Signs and Advertising.** No sign or any character shall be displayed or placed upon any lot, except "For Rent" or "For Sale Signs", which signs shall refer only to that particular premises on which displayed. Only one sign per lot will be allowed and the sign shall not extend more than four feet above the surface of the ground and shall be fastened only to a stake in the ground. The Architectural Committee may enter upon any lot and summarily remove any signs which do not meet the provision of this paragraph; provided, however, that the Developer, or any person designed by the Developer may erect or maintain any commercial and display signs on such lots, temporary dwellings, sales offices, model houses or other structures as Developer may deem advisable for development purposes.

**2.11 Construction Delays.** The construction of any residence or structure once commenced must be fully completed within one (1) year thereon unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which constructions has ceased for a period of ninety (90) consecutive days, or any building or structures which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which may be removed by the developer or the Property Owners Association at the expenses of the property owner.

**2.12 Paved Driveways.** Prior to completion of construction of any residence on any lot, the owner shall install, at his expense, a suitable driveway, from the paved portion of the abutting street or avenue, of a design, type of material and location approved by the architectural Committee. All Proposed driveways shall be submitted to the Architectural Committee for approval if other than concrete.

**2.13 Picnic Areas and Trash Burning.** No Picnic areas or detached outbuilding shall be erected or permitted

to remain on any lot prior to the commencement of construction of a permanent residence thereon. No trash, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of land lot after construction of a permanent residence thereon. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any lot except during construction of a permanent residence thereon.

2.14 Tents & Shacks. No shed, shack, trailer, tent or other temporary or movable building or structure of any nature or kind shall be erected, placed or permitted to remain on the Real Property; provided, however, that nothing contained herein shall prevent the use of a temporary construction shed during the period of actual constructions of a dwelling or other building permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the period of such construction.

2.15 Trailers and Vehicles. No trailers, basement or garage of any outbuilding of any kind, shall at any time be used as a residence, either temporarily or permanently. No disabled or wrecked vehicle, mobile home or tent shall be placed, erected or permitted to remain on the Real Property nor shall any overnight camping be permitted on any lot. Recreation vehicles such as boats, travel trailers, et. must be parked at the rear of the lot. No tractor/trailer rigs are permitted to be housed or parked on any lot or street, except such vehicles are allowed temporarily when moving personal property.

2.16 Fuel Tanks. Fuel storage tanks shall be buried below the surface of the grounds provided, however, an exception may be granted by the Architectural Committee.

2.17 Name and Number Plates. A plat or sign showing the number of the residence and the name of the occupants may be placed on any residence in accordance with the size, location, design and type of materials approved by the Architectural Committee. (See Article 2.28)

2.18 Window Air Conditioning Units. No window air conditioning unit shall be installed on any side of any building which faces a street.

2.19 Television Antennae. Exterior radio or television antennae shall be of a standard type and size, and shall be installed in a professional workmanlike manner. No other exterior electronic or electric equipment or device of any kind shall be installed or permitted to remain on the exterior of any structure located on the Real Property. TV satellite dishes are not allowed unless approved by the Architectural Committee.

2.20 Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on any part of the Real Property, nor shall anything be permitted which may be or become a nuisance, a source of embarrassment, discomfort or annoyance to the neighborhood. All property shown on the plat is hereby declared to be a wildlife sanctuary and any hunting of any wild birds or animals is hereby prohibited.

2.21 Concrete Blocks. No concrete blocks or concrete bricks shall be used in the construction of any building or structure on any lot which may be visible from the exterior after grading has been completed, unless the design thereof has been approved by the Architectural Committee.

2.22 Easements. Easements for the drainage of surface water as shown on the plat are hereby reserved. Each owner of any property of the subject to said easement shall keep swales located thereon planted with grass or other ground covers, free and unobstructed in a good state of repair and condition and shall provide for the installation of such culverts on his property as may be reasonable required for proper drainage.

2.23 Utility Easements. The Developer hereby reserves and is given a perpetual, alienable and releasable easement for the installation of utilities, (to include, but not limited to, water, electric, telephone, gas and sewer lines and drainage) over, in and under a ten (10) foot strip parallel to, and tangent with, all side lot lines of any lot, and over, in and under a ten (10) foot strip parallel to and tangent with all rear lot lines of any lot, as well as in and to all easements for water, gas, drainage, electricity and sewage as specifically shown on the recorded Subdivision Plat. The Developer shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the Plat, are and shall remain private easements. The side and rear lot line easements herein granted in the event any lot shall be resubdivided or replatted, as above provided, shall thereafter apply only to a lot as resubdivided or replatted instead of applying to the lot as original platted, except that no resubdivision or replatting shall effect easements shown on the recorded Plat.

2.24 Access. There shall be no access from any lot as shown on the Plat on the perimeter of the property thereon shown, except to and from designated streets and roads located exclusively within the boundary or perimeter lines of Belmont Plantation Subdivision as shown on the Plat. Any deviation to be approved by the Developer.

2.25 Rubbish Removal. All builders and the owner of each lot, improved or unimproved, shall keep the same free of tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which lot shall at all times be maintained in such manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health and in a neat and attractive condition. In the event the owner of any lot fails to comply with the terms of this paragraph, the Developer and/or Property Owner's Association, if any, shall have the right (but not the obligation) to go upon such lot and to cut and remove tall grass, undergrowth, weeds rubbish and any other unsightly or undesirable things and objects therefrom, and to do all other things to perform and furnish any labor necessary or desirable in its judgment to maintain the lot in a neat and attractive condition, all at the expense of the owner of such lot, which expense shall become payable by the owner to the Developer and/or Property Owner's Association on demand.

2.26 Street Signs, Maintenance. Property Owners of lots agree to permit street signs to be erected on said lots nearest to the street or intersection of streets. In the event Developer erects signs, then thereafter the individual property owners of the subdivision shall, or their Property Owner's Association, if in existence, as contemplated herein, be responsible for the maintenance of said signs, and the owners of lots upon which such signs are situated shall be responsible for the maintenance of the area surrounding the signs.

2.27 Subdivision Entrance, Masonry Walls, Guard Rails and Landscaping Maintenance. The Developer shall construct subdivision signs at the entrance to the subdivision, and shall initially landscape the area around said signs, the entrance to the subdivision, shoulders of the road, drainage easements, and retention ponds. Thereafter, it shall become the responsibility of the individual property owners, or the aforesaid Property Owner's Association, if it exists, to maintain such signs, lighting and landscaping and retention ponds. An easement is reserved for the maintenance.

2.28 Unloading of Heavy Equipment; Damage to Streets, Curbs, Entrance Walls, Lighting, Landscaping and Islands. No builder or property owner will unload heavy equipment on paved streets, and any builder or property owner damaging any of these improvements in said subdivision will be responsible for such damage.

2.29 Boundary Pins. No property pins shall be removed by lot owner or builder and if said pins are removed, it shall be the responsibility of said lot owner or builder to replace same.

2.30 Subdivision of Existing Lots. Lots shall not be resubdivided nor shall said lot lines be changed so as to decrease either width or area of any numbered lot as shown on said Plat, unless approved by the Developer, Provided, however, two or more lots may be merged for building purposes.

2.31 Adjoining Property. Any property owner in Belmont Plantation Subdivision that purchases or leases any other property that connects or joins Belmont Plantation Subdivision will restrict said property using Belmont Plantation Covenants, with minor deviations as approved by the Developer. The Developer is excluded from this provision. If two lots or more are purchased for the purpose of combining them and building one home thereon, the Architectural Committee shall take appropriate action to modify set back lines, easements and any other restrictions such that the resulting home site is in conformity with these restrictions and covenants.

2.32 Animals. No animals, livestock or poultry shall be raised, bred or kept on any lot, except that dogs, cats and household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. All outside pets to be housed at rear of property. Only two outside animals allowed per lot. ( See article 2.20)

2.33 Mailboxes. Names or number painted on mailboxes and/or any other house numbers will be painted in professional manner. All mailboxes must be approved by the Architectural Committee.

### ARTICLE III APPROVAL OF PLANS AND SPECIFICATIONS

3.1 Architectural Committee For the purposes of insuring the development of the Real Property as an area with an esthetics appearance, no building, structure, fence, wall, utility area, driveway, swimming pool or other structural improvement, including landscaping, regardless of size or purposes whether attached to or detached from a main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor any additions to, or exterior changes in, or alterations thereto shall be made unless building plans and specifications covering the same, showing the nature, kind, shape, height, size, floor plans, location and orientation on the Real Property, together with such other information as shall be reasonable required by the Architectural Committee hereinafter established. Furthermore, the Architectural Committee as herein contemplated, shall have the absolute right to approve or disapprove the proposed General Contractor or Builder of any structure or improvement.



Additionally, the Architectural Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these Covenants. Any and all tree cutting must be with the consent of the Architectural Committee.

**3.2 Committee Members.** The Architectural Committee shall be initially composed of Daniel E. Youngblood and Earle L. Youngblood. In the event of the failure or inability for any reason of a member to act, or any resignation from the Architectural Committee, the vacancy created shall be filled either permanently or temporarily, as necessary, by the remaining member or members of the Architectural Committee. Additional members can be appointed by the Developer.

**3.3 Successors.** The Developer shall have the right to resign from the Architectural Committee at any time and the lot owners shall designate the Architectural Committee. Upon the sale of all lots, the Developer shall resign and the lot owners shall have the right to designate the Architectural Committee. In the event the lot owners do not designate the committee within 90 days from the date the Developer resigns, then the Developer shall designate three owner/residents, subject to such owner/residents consent, who shall then serve with all powers, duties and responsibilities as set out herein, until such time as a request from a majority of the property owners designates a new committee.

**3.4 Standards of Disapproval.** The Architectural Committee shall have the absolute and exclusive right to refuse to approve any building plan, specification, materials, design, lot grading or landscaping plan of anykind or structure which in the opinion of the Architectural Committee are not suitable or desirable for any reason whatsoever, including purely esthetics reasons and reasons connected with the future development plans of the developer of contiguous lands. In passing upon such matters the Architectural Committee may take into consideration the suitability of proposed materials, the quality of proposed workmanship, harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties.

**3.5 Land Resources Plan.** Development on any lot within the subdivision shall comply with the plan of the South Carolina Land Resources Conservation Commission identified as document NO: 1416, LAND RESOURCES CONSERVATION COMMISSION, CHAPTER 72, Statutory Authority: 1976 Code, Title 48, Chapter 14 as filed in the South Carolina State Register Volume 16, Issue 6 being effective June 26, 1992, or successor acts, regulations or other documents issued in place of the above cited plan. In the alternative, should a lot owner or builder or other person desire to deviate from the above plan,

all developmental plans must be approved by the South Carolina Plan Resources Conservation Commission.

**3.6 Indemnity and Hold Harmless Agreement.** Each lot owner shall be solely responsible for all drainage and water run off from their lot. The developer of Belmont Plantation Subdivision, Youngblood Development Corp., assumes no responsibility of any nature for drainage and water run off from any lot in the subdivision which is not in the name of the developer. Each lot owner agrees to indemnify and hold harmless the developer from any loss or damage that it may sustain as a result drainage or water run off problems, including attorney's fees and costs.

**3.7 Utility Agreement.**

A. The lot owner, lessor, and/or his heirs, successors and assigns, agree to pay Blue Ridge Electric Cooperative, Inc., or any successor utility company a regular monthly charge, plus applicable state of South Carolina Sales tax, for operation and maintenance of street lighting system.

B. The lot owner, lessor, and/or his heirs, successors and assigns, shall contact Blue Ridge Electric Cooperative, Inc., or their successor, three (3) days prior to any digging or excavation work on said property, including swimming pool installations, trenching, and any other type of digging. Upon notification of lot owner, lessor, and/or his successors and assigns, a field survey will be conducted by Blue Ridge Electric Cooperative, Inc. personnel to insure that there are no conflicts with the Cooperative Safety Requirements. Any excavation in violation of Blue Ridge Electric Cooperative's Safety Requirements is expressly prohibited.

**ARTICLE IV  
WAIVER OF SETBACKS, LOCATION AND SIZE OF  
IMPROVEMENTS ON LOTS**

The Architectural Committee hereinabove constituted under the terms of Article III is hereby authorized and fully empowered by unanimous vote of all of its members to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon the Real Property, or in the use, and failure to use, and of the Real Property the subject hereof, any and all minor violations of any of the requirement set forth in these Covenants, if, in the opinion of all of the members of said Architectural Committee, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved. The waiver, approval or ratification by the Architectural Committee in accordance with terms of this paragraph shall be binding upon all persons, and the powers of waiver herein conferred upon the Architectural

Committee shall be construed liberally so as to affect any matters or things included within the terms and conditions of these covenants. The Committee shall also have the power to provide for changes in set backs, etc., when two or more lots are joined as one home site, as hereinbelow set forth.

## ARTICLE V

5.1 Members. Every person or entity, including the Developer, who is a record owner of a fee or an undivided fee interest in any lot or home subject by covenants of record to assessment by the Association shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Every lessee of a home or of a non-residential space, constructed on any lot, who holds a written lease having an initial term of at least twelve (12) months shall be a member of the Association. All members of the Association shall be governed and controlled by the Articles of Incorporation and the By-Laws thereof, including the rules and by-laws relating to voting, quorums, and proxies. All members shall be subject to monetary assessments as determined by the associations.

5.2 Voting Rights. The members shall be all owners or occupants of real property within the development and shall be entitled to one (1) vote for each piece of property owned or occupied by them.

When more than one person holds interest or interest in any lot, home or unit of non-residential space, the vote for such lot, home unit of non-residential space shall be exercised as they among themselves determine.

ARTICLE VI  
AMENDMENTS AND MODIFICATIONS TO COVENANTS

6.1 Reservation. The Developer reserves and shall have the right to amend these Declaration of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, and to make additional covenants and restrictions applicable to the Real Property which do not substantially

6.2 Additional Covenants. No property owner, without the prior written approval of the Developer, may impose additional covenants or restrictions on any part of the Real Property shown on the Plat of Belmont Plantation Subdivision.

ARTICLE VII  
TERMS AND ENFORCEABILITY

7.1 Enforcement. If any lot owner or its successors, heirs and assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any Real Property situate in Belmont Plantation Subdivision as shown on the Plat to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any of such covenants and either to prevent him or them from so doing, or to recover damages and other dues for such violation. Invalidation of any of these covenants by a judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

7.2 Loan Requirements. If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Veterans Administration or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any lot in said subdivision unacceptable for any such loan, the Developer shall have the authority to alter, amend or annul any such Covenants as may be necessary to make any of the Real Property herein acceptable, and eligible for such loan.

7.3 Term of Covenants. These Covenants and restrictions, as altered, annulled and amended from time to time as provided, shall be deemed covenants running with the land and shall remain in full force and effect until the first day of January, A.D. 2023, and thereafter, these covenants shall be automatically extended for successive periods of ten (10) years each unless within six months prior to January 1, 2023, or within six months preceding the end of any successive ten year period, as the case may be, a written agreement executed by the then owners or the majority of the owners of the Real Property shown on the Plat shall be recorded in the Office of the Clerk of Court for Anderson County, South Carolina, in which by written agreement any of the Covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the Real Property then subject hereto in the manner and to the extent provided in such written agreement.

ARTICLE VIII  
DEFINITIONS

The following words when used in these Covenants or in any Supplemental Declaration shall have the following meaning unless the context in which such terms are used shall clearly indicate to the contrary, to-wit:

8.1 Real Property. "Real Property" shall refer to such existing land, tenements, real estate, real properties, and future additions thereto, if any, the subject of these Covenants.

8.2 Lot. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision plat which is intended for use and/or occupancy as a single family dwelling.

8.3 Plat. The term "Plat" shall mean and refer to the recorded plat of Belmont Plantation Subdivision made by C.E. Shehan, RLS #8810, in accordance the the date and book and page of receding in the office of the clerk of Court for Anderson, South Carolina, as set forth in Paragraph 1.1 above.

8.4 Developer. The term "Developer" shall mean and refer to Youngblood Development Corp.

8.5 Architectural Committee. The term "Architectural Committee" shall mean and refer to the Committee established under the terms of Paragraph 3.1 and 3.2

8.6 Property Owner's Association. The Term "Property Owner's Association" shall mean and refer to the Property Owner's Association duly and lawfully established under the laws o f the State of South Carolina.

8.7 Covenants. The Terms "Covenants" shall mean and refer to the within Declaration of Covenants and Restrictions applicable to Belmont Plantation Subdivision as now hereafter amended, modified, and extended to include additional properties.

8.8 Paragraph Headings. All "Paragraph Headings" appearing under each number Article or to the right of each numbered paragraph of each Article have been inserted in these Covenants for ease of reference only and are not to be construed as a part thereof.

8.9 Completion. Completion, for the purposes herein, includes walls, driveways, exterior painting, siding, windows, doors, trim, roofing, landscaping and other items as the Developer may require.

IN WITNESS WHEREOF, the undersigned Developer of Belmont Plantation Subdivision has caused this Declaration of Covenants and Restrictions to be executed this date and year first above written.

WITNESS:

James C. Alexander  
Jennifer R. Jew

Youngblood Development Corp.

By:

PRESIDENT

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

PROBATE

cc. 11/15/93 71 NOV

0500

PERSONALLY appeared before me the undersigned witness, who after being duly sworn, states that (s) he saw the within Belmont Plantation Subdivision Developer,

Youngblood Development Corp. by Daniel E. Youngblood.

Pres. sign, seal, and as his act

and deed, deliver the within written declaration of Covenants, and that (s) he with the other witness subscribed above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS

8

Nov day of 1993.

James C. Alexander  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 10/17/98

RECORDED THIS 12. DAY  
OF NOV. A.D. 1993  
IN BOOK 1747 PAGE 213  
AT 12:52 P.M.  
Linda D. O'Neil, C.C.P.  
ANDERSON COUNTY, S.C.