



1.6.3 Expenses of taxes, administration, maintenance, repair or replacement of the common areas;

1.6.4 Expenses declared to be common expenses by the provisions of this Declaration or By-Laws;

1.6.5 Hazard, liability or such other insurance premiums as to the Declaration or By-Laws may require the Association to purchase; and

1.6.6 Expenses agreed by the members to be common expenses of the Association.

1.7 Common Profits. "Common profits" shall mean and refer to the balance of all income, rents, profits, and revenues of the Association remaining after the deduction of the common expenses or reserves therefore. Common profits shall not mean or include any sums lawfully assessed against members by the Association.

1.8 Developer. "Developer" shall mean and refer to BJ&B Group, Inc.

1.9 Numbered Lot. "Numbered Lot" shall mean and refer to all Lots of the Real Property as shown on the Plat. "Numbered Lot" or "Lot" shall also mean and refer to any plot of land, other than common areas, shown on the recorded subdivision plat of the Property and upon which a residence has been or may be constructed.

1.10 Owner or Owner. The term "Owner" or "Owners" shall mean the present Owner or Owner of the legal title to any Numbered Lot in the Real Property. The word "Developer" shall mean BJ&B Group, Inc., the present Owner of all Numbered Lots in the Real Property.

1.11 Plat. The term "Plat" shall mean and refer to Plat Book 46-4, Page 22-23 on which all Lots in the Real Property are designated as set forth in Paragraph 1.13.

1.12 Property Owners Association. Property Owners Association (or "Association") shall mean and refer to a homeowners association for the benefit of the Owners and whose members are the owners of Numbered Lots, and is hereinafter referred to as "Property Owners Association".

1.13 Real Property. "Real Property" as used herein shall refer to all Numbered Lots shown on a survey prepared by Sinclair Associates Surveyor, dated May 29 2003 and recorded in the ROD Office for Greenville County, South Carolina in Plat Book 46-4, Page 22-23.

## ARTICLE II

### REAL PROPERTY SUBJECT TO THIS DECLARATION

2.1 Numbered Lot Area. Numbered Lots may not be re-subdivided. However, a Numbered Lot may be re-subdivided for the purposes of annexation of the same to a contiguous Numbered Lot to be and become a part and parcel thereof. In the event that a Numbered Lot is next to a contiguous numbered tract, all easements for utilities and drainage hereinafter set forth shall apply only to any side and rear Lot lines of the Numbered Lot after annexation of a contiguous Numbered Lot in whole or in part. Any purchaser of two (2) or more adjacent Lots may erect a residential building or structure

in the middle (or thereabouts) of said Lots so long as the covenants, terms, restrictions, conditions, and limitations herein contained are otherwise complied with. The aforesaid is not intended to prevent the sale or exchange of a portion of any lot to correct an inadvertent encroachment or zoning violation on an adjacent lot.

2.2 Usage. Any Numbered Lot shall be used exclusively for a single-family residential/dwelling not to exceed two and one-half stories in height (not including basement), an attached garage for private passenger automobiles, and appurtenant structures hereinafter permitted.

2.3 Conflict with Zoning Statutes/Ordinances. In the event of any conflict with the provisions hereof with any zoning ordinance or statute, or subdivision law or regulation applicable to the Real Property, 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.

2.4 Property Rights.

2.4.1 Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area that shall be appurtenant to and shall pass with the title to every assessed lot, subject to each of the following.

2.4.1.1 The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the limited common area and facilities.

2.4.1.2 The right of the Association to suspend the voting rights by a member, or any person to whom he has delegated his voting right, for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

2.4.1.3 The right of the Association to formulate, publish, and enforce rules and regulations.

### ARTICLE III

#### USES PERMITTED AND PROHIBITED

3.1 Residence Requirements: All residential structures located on any numbered lot shall meet the following requirements in addition to having the prior approval of the Architectural Committee:

3.1.1 Square Footage Requirements. All one-story residences constructed on any Numbered Lot shall contain not less than 2,000 square feet of floor space, and all two-story and split level residences constructed on any Lot shall contain not less than 2,400 square feet of floor space plus a two car garage on the main structure of the residence with the garage being located on the main level not the basement level. If the residence is a ranch style home with the bonus room over the garage, the required square footage is 2,200 square feet with 2000 square feet included on the main level. In calculating the square footage of a residence under the requirements of this paragraph, only the heated

and air-conditioned space under roof shall be counted, with porches, basements, garages, carports and breezeways excluded from this calculation.

3.1.2 Garage. All garages shall be side-loaded unless waived by the Architectural Committee.

3.1.3 Swimming Pools. No above ground swimming pools are allowed without unanimous approval from the Architectural Committee.

3.1.4 Landscaping. Front yards shall be sodded. Side and rear yards may be sprigged or seeded.

3.1.5 House Direction. All residential structures shall have their front entrance facing the front street lot line. Houses constructed on corner Lots may face either street or face the intersection of both streets. Placement of the home must be approved by the Architectural Committee.

3.1.6 Storage Building. The Architectural Committee must approve storage building and other buildings incidental to the residential use of the lot including detached garages not to exceed one and one-half stories.

3.2 Temporary Buildings. No trailer, tent, shack, garage, barn or similar other outbuilding erected upon any Numbered Lot shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

3.3 Trailers, Boats and the Like. Any camping trailer, camping van, truck, equipment, boat, motorcycle, motor bicycle, and/or similar equipment or vehicles used for the personal enjoyment of a resident of a Numbered Lot shall at all times be parked, stored and positioned to be inconspicuous and not, in any case, visible from the road or adjacent homes. No tree houses, play houses, storage sheds, greenhouses, cabanas, guest houses, barns or other out-buildings or structures shall be erected on any Numbered Lot unless previously approved in writing as to design, location and materials by the Architectural Committee.

3.4 Nuisances. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the subdivision.

3.5 Oil Tanks. All fuel or propane tank containers shall be covered or buried underground consistent with normal safety precautions and the law.

3.6 Trash, Rubbish, Hazardous Waste, Etc. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste material shall not be kept on any lot except in sanitary containers. All garbage cans and other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and shall be kept or maintained so as not to be visible from the streets.

3.6.7 No hazardous waste, hazardous material, explosives, incendiaries or gasoline, except in Underwriters Laboratories, Inc. approved containers, in quantities of five (5) gallons or less or in motor vehicles gas tanks shall be placed or maintained on or in any lot. No substances or device shall be placed, remain or be maintained on or in any lot which emits or gives off any unpleasant, hazardous or noxious odors, sounds, lights, smoke, gases, liquids or other substances.

3.6.8 No building materials, supplies, equipment of any kind or other items may be placed, stored or allowed to remain on any lot, except that building materials and equipment may be placed or stored upon any such lot during construction of houses thereon or during approved additions, modifications or repairs thereon.

3.6.9 No incinerators or other devices used for the burning of trash, rubbish, garbage or other waste shall be placed, maintained or used on or in any lot.

3.7 Business Prohibited. No structure at any time situate on the Real Property shall be used for any commercial, amusement, hospital, sanitarium, school, clubhouse, charitable or manufacturing purposes, or a professional office. No part of any structure shall be used for the purposes of renting a room or rooms therein.

3.8 Home Office/Business. Individual Lots within the subdivision may be used for a home office/business which is defined as a commercial enterprise conducted by a person within (inside) his residence (not within a garage, whether attached or detached, storage building, etc.). No other commercial enterprise or business shall be allowed. In order for a commercial activity to be considered as a home office/business within the meaning of this section, the following criteria shall be met:

3.8.10 The activity shall be located on the same lot as the residence of the person conducting the home office/business, and the activity shall be entirely contained within (inside) the person's residence. No third party will travel to or from the home office/business located on the property.

3.8.11 The activity is carried on by the person(s) who reside(s) at this location.

3.8.12 The activity is incidental and secondary to the use of the property for residential purposes. The amount of space used for the activity does not exceed 20% of the total building (residence) square footage contained on the property or 1000 square feet, whichever is less.

3.8.13 The activity does not result in any objectionable noise, fumes, dust or electrical disturbance, nor does it increase traffic volumes or the amount of parking in the immediate neighborhood.

3.8.14 The activity does not include any window or outdoor display of goods, stock in trade, or other commodities, and does not include any retail sales on the premises. A dwelling unit where a home office/business is located shall not be used as a point for customer visits, pick-ups or deliveries. The outdoor storage of goods, stock in trade and other commodities shall be prohibited.

3.8.15 In no event shall any sign advertising the office/business be allowed.

3.8.16 Certain businesses and commercial enterprises are specifically excluded from the criteria for a home office/business which means that the excluded business may not be conducted as a home office/business. The specific businesses which shall be excluded are, by way of illustration, but not limitation: no store of any kind, no hospital, sanatorium, or other place for the care of treatment of the sick or disabled, physically or mentally; nor any public

theater, bar, restaurant, or other public place of entertainment; no children's daycare, or any residential building housing more than two families shall ever be constructed, opened, or permitted to remain within the subdivision.

3.9 Animals.

3.7.1 Dogs, cats or other household pets may be kept, provided they are not bred or maintained in such number or in such manner so that such shall constitute an annoyance or nuisance to the neighborhood or shall in any way be detrimental or injurious to the health of the neighborhood, the property of others or destructive to wildlife.

3.7.2 Pet owners shall be liable for keeping pets under control at all times and will be liable for any damage caused by them to Owners, persons or property. Pets may be outside only if kept on a leash or on the property of the property owner.

3.8 Driveways. The total area of all driveways shall be paved or finished with plant mix concrete, or other materials as may be approved in writing by the Architectural Committee.

3.9 Utility Yards. Garbage, trash cans and similar items must be located inconspicuously to the rear of the main residence in such manner as may be approved in writing by the Architectural Committee in order that the same will not be visible from a street or adjacent residences.

3.10 Exterior Lighting. No additional exterior lights shall be mounted on telephone poles or similar stands on any Lot. The Architectural Committee shall approve all exterior lights in writing in advance.

3.11 Signs. No billboards or advertising signs of any kind shall be erected or displayed on the Real Property, except signs for the sale of a property of a design in keeping with the character of the neighborhood and of a size not more than four square feet in area.

3.12 Mailboxes. All mailboxes shall be uniform and design shall be determined by the developer.

3.13 Fences and Walls. No fence or walls shall be placed on any Numbered Lot unless the same shall have the advance written approval by the Architectural Committee as to location, design, height and materials. No fence shall be erected or maintained on any lot nearer to the street than the rear wall of the house on each side where the fence is erected. Any fence erected on any lot shall have the fence posts or frames or framing structures portion of the fence on the side of the fence facing the fence owner's property. All the fencing's exterior must be completed on both sides and the rear of the property.

3.12.1 No fence more than six (6) feet in height shall be erected or maintained on any lot. The erection or maintenance of any fence constructed of anything other than redwood, cedar or pressure treated pine must be approved by the Architectural Committee. The Architectural Committee may order any non-conforming fence removed at any time. The 30 day limitation of automatic approval or the failure to enjoin or commence actions to enjoin prior to completion shall not apply to fences. The Architectural Committee or any

property owner or public agency may take action against improper or nonconforming fences at any time.

3.12.2 Any fence not properly maintained on any lot and not brought within compliance within the time limit (not less than 30 days) established by the Architectural Committee may be ordered to be removed by the Architectural Committee. The Architectural Committee may engage the powers of the state courts to enforce its decisions or citations for nonconformity or noncompliance pertaining to fence design, construction or maintenance. In such instances the property owner shall be responsible to the Architectural Committee for all costs, including attorney fees, if the court finds the property owner to be in violation of these restrictions, conditions, covenants and limitations.

3.12.3 No chain link fences are allowed.

3.12.4 Any fence erected on a corner lot must be located at least 25 feet from the side street lot line.

3.13 Construction Delays. The construction of any residence or structure once commenced must be fully completed within eighteen months thereof 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 construction has ceased for a period of ninety consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which shall be removed by Owner or The Property Owners Association at the expense of the Numbered Lot owner, the cost of which shall be payable on demand.

3.14 Utility Wires. All utility wires for electricity, telephone, or other utilities shall be located underground.

3.15 No Concrete Block. No concrete blocks shall be used in the construction of any building or structure on any Numbered Lot which may be visible from the exterior after grading has been completed, provided, however, that nothing contained herein shall prohibit the construction of any residence with concrete block which are fully covered by stucco or a similar material or materials.

3.16 Drainage. Each Owner shall keep natural swales located on a Numbered Lot maintained with grass, ground covers or natural mulch, free, unobstructed and graded in a good state of repair and condition and shall provide for the installation of such culverts on his property as may be reasonably required for proper drainage in order to preserve the present natural drainage system of the Real Property.

3.17 Rubbish Removal. The Owner of a Numbered Lot, improved or unimproved, shall keep the same free of any trash and rubbish, maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health and in an attractive natural condition. In the event the owner of a Numbered Lot fails to comply with the terms of this Paragraph, either the Developer or the Property Owners Association shall have the right (but not the obligation) to go upon such Numbered Lot and to remove rubbish and any other unsightly or undesirable things and objects therefrom, and to do all other things and perform and furnish any labor necessary or desirable to maintain the Numbered Lot in a natural and attractive condition, all at the expense of the Owner of such Numbered Lot, which expense shall become payable by the Owner thereof on demand, and if not paid on demand by such Owner, the reasonable cost of such shall be added to and become a part of the annual

assessments hereinafter provided to which such Numbered Lot is subject. Neither owners, the Property Owners Association nor any of their agents, employees or contractors shall be liable for any damages to any person which may result from the exercise of any of the rights conferred in this Paragraph.

3.18 Pollution. No Numbered Lot shall be used in such a manner as would result in the pollution, discoloration or discharge of mud, debris or other undesirable materials, liquid or solid, in any stream, waterway, lake or pond which flows through or is near to such Numbered Lot.

3.19 No Mobile Homes, Trailer Homes, or Modular Homes. No mobile homes, trailer homes, double-wides or modular homes, tents or shacks shall be placed on any Numbered Lot either temporarily or permanently.

3.20 Vehicle Parking, Storage, Repairs.

3.20.1 No on-street or right-of-way parking shall be allowed over night or for any extended period of time. No parking of vehicles shall be allowed on any lot except on designated concrete slabs. No parking shall be allowed on the grassy, dirt or graveled area on any right of way or any lot except on designated concrete slabs on the lot.

3.20.2 No commercial vehicle of any type shall be parked or stored on any lot or on any street or right-of-way in the subdivision except as used to go to and from work. The Architectural Committee must approve any vehicle larger than one ton.

3.20.3 No wrecked, damaged, disabled, partially dismantled, or inoperable, junked vehicle or parts thereof or other motor vehicles may be parked or stored on any lot. No automobile or other motor vehicle which does not have a properly displayed current tag or license plate may be parked or stored on any lot. No automobile maintenance or repairs of any type may be made on any lot or in the street in the subdivision except that "minor" repairs or service may be make in the garage with the garage door closed.

3.21 Radio Transmitters, Satellite Dishes & Antennas Restricted. No ham radios, short wave radios, other type radio or TV transmission or other electronic devices which emit or transmit electronic signals, including satellite transmission will be permitted on any lot unless such transmission equipment is used totally for personal non-commercial reasons and is properly shielded to prevent interference with incoming TV, satellite, cable and radio signals. Any personal computers which interfere with incoming TV and radio signals will not be permitted on any lot. No transmitting or receiving antennas of any type, including, but not limited to satellite dishes, may be erected or maintained on any lot at any time, without the EXPRESS WRITTEN consent of the Architectural Committee which Committee may place such conditions as it deems appropriate on such approval or consent such as requiring the antennas to be placed in the attic of the house. In the event such consent is given, it may be revoked or withdrawn at any time at the discretion of the Architectural Committee. IN NO EVENT shall any such antenna or satellite dish be visible from the street except as approved by the Architectural Committee.

## ARTICLE IV

APPROVAL OF PLANS AND SPECIFICATIONS

4.1 Architectural Committee. For the purposes of insuring the development of the Real Property for the aforesaid purposes, no building structure, fence, wall, barn, outbuilding, utility area, driveway, swimming pool, communications, radio or television apparatus or device or other structural improvement, regardless of size or purpose whether attached to or detached from a main residence, shall be commenced, placed, erected or allowed to remain on any Numbered Lots, unless building plans and specifications showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Numbered Lot (together with such other information shall be reasonably required by the Architectural Committee, including a written application for approval) shall have been submitted and a permit granted in writing by the Architectural Committee hereinafter established. The Architectural Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these Covenants.

4.2 Committee Members. The initial Architectural Committee shall be composed of two or more persons designated in writing by the Developer of the subdivision. 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, by the Developer. After all Lots in the Real Property have been sold by the Developer to third parties, the Property Owners Association shall select and fill the membership of the Architectural Committee which shall act pursuant to the powers and authority herein conferred upon it.

4.3 Guidelines. The Architectural Committee may, from time to time, establish guidelines and policies for specific design criteria from time to time as needed to insure the architectural integrity of the subdivision.

4.4 General Requirements. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the lands within the subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade, and finished ground elevation. The Architectural Committee shall protect the seclusion of each home site from other home sites insofar as possible.

4.5 Variance. Where circumstances, such as topography, location of property lines, location of trees and brush, or other matters require, the Architectural Committee may grant reasonable variances in writing as to any of the covenants contained in this instrument, on such terms and conditions as it shall determine to be appropriate.

4.6 Failure to Approve or Disapprove. In the event that the Architectural Committee fails to approve or disapprove any matters within the scope of its authority within thirty days after a written application for a permit shall have been submitted to it, or in any event, if no suit to enjoin such matter or thing has commenced prior to completion or doing of such matter or thing, such prior approval shall not be required and this Covenant shall be deemed to have been fully complied with, and no suit or claim shall thereafter be available to the Architectural Committee or to the owner of any Real Property or Numbered Lot.

4.7 Application Time. Written applications for a written approval permit as required herein shall be made to the Architectural Committee which shall be the time for the running of said thirty days from the date of submission.

4.8 Waivers. The Architectural Committee constituted under the terms of this Article is hereby authorized to waive Compliance with, approve or ratify in the construction or alteration of any building or other structure upon any Numbered Lot, or in the use, and failure to use, any of the Real Property the subject hereof, any and all non-substantial violations of any of the requirements set forth in these Covenants, if, in the opinion of the Architectural Committee, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved, and if in the opinion of the Architectural Committee such violation or violations will cause no substantial injury to any Owner. The waiver, approval or ratification by the Architectural Committee in accordance with the terms of this Paragraph shall be binding upon all persons, and the power 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.

4.9 Permits. The approval, waiver or ratification of any action within the jurisdiction of the Architectural Committee shall be evidenced by the issuance of a written permit to the applicant, executed by the Architectural Committee. No construction or alteration shall be carried on until and unless such written permit is obtained, unless waived by the expiration of the thirty (30) day period above provided.

4.10 Compliance with Plans. All buildings or other structures, the approval of plans for which are required under the terms of this Article by the Architectural Committee, shall be constructed in substantial compliance with such plans and specifications as approved and any conditions attached to any such approval.

4.11 Liability. No member of the Architectural Committee, or any officer, director or member of the Property Owner Association shall be liable in any way for any defects in any plans or specifications approved by the Architectural Committee, nor for any structural defects in any work done according to such Plans and specifications approved by the Architectural Committee. Furthermore, no member of the Architectural Committee or any officer, director or member of the Property Owners Association shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

## ARTICLE V

### SETBACKS, LOCATION AND EASEMENTS

5.1 Setback Lines. All buildings and improvements shall be located to the front lot line and to any side or rear lot lines as reserved on the recorded Plat, but in no event shall any buildings and improvements be located closer than the zoning and subdivision rules and regulations allow.

5.2 Lot Line Easements. Easements for the installation and maintenance of drainage and utilities are shown as reserved on the recorded Plat, but in the event any one or more Lots are combined as a whole for the purposes of the placement thereon of one residence, the interior drainage and utility easements reserve on said combined Lots shall no longer apply, but only exterior side and rear Lot line easements on the combined Lots.

## ARTICLE VI

PROPERTY OWNERS ASSOCIATION AND MAINTENANCE CHARGES

The Developer has created (or will create) a Property Owner's Association known as the \_\_\_\_\_ Property Owner's Association. Until such time as 80% of the Lots in the Subdivision are sold, notwithstanding any other term or provision of these Covenants, developer shall retain control of the AC and the property Owner's Association. Once all of the Lots are sold, developer shall transfer control of the Architectural Committee and the Property Owner's Association to the members of the Property Owner's Association. The Property Owner's Association is established for the purposes of administration of the functions of these Covenants and of collecting and disbursing the maintenance charges hereinafter provided, to-wit:

6.1 Membership. Every person or entity who is a record owner of a fee or an undivided fee interest in any Numbered Lot which is Subject to these Covenants shall be a member of the Property Owners Association, with each Numbered Lot being entitled to one vote. Any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member. However, Developer shall be deemed to have a majority vote on all matters before the Property Owners Association until all Numbered Lots have been sold, or Developer, prior to that time, has relinquished and released its voting rights herein reserved.

6.2 Maintenance Charges. All Numbered Lots shall be Subject to an annual assessment at the rate to be determined by the said Association. All sums are payable to the Property owners Association annually on January 1 of each year and shall be administered by the officers and directors of said association and may be used for the functions hereinafter set out, it being expressly stipulated that the Property Owners Association is empowered to perform any and all of said functions, but that it shall be under no duty to perform, or to continue to perform, any of said functions, to-wit:

6.2.1 Payment of the necessary charges and expenses of the operation of the Property Owners Association.

6.2.2 Payment of any taxes or insurance on the Common Areas.

6.2.3 Improving, repairing, cleaning, maintaining and beautifying all entrance areas in which all Property Owners benefit.

6.2.4 Improving, repairing, cleaning, maintaining and beautifying all Common Areas.

6.2.5 Payment of any approved capital improvements.

6.2.6 Caring for untended land, if any, removing debris therefrom and doing all other things necessary to desirable, in the opinion of the officers and directors of the Property Owners Association, to keep all property neat and in good order for the general benefit of the owners of all Numbered Lots.

6.2.7 Such other purposes and functions, which, in the opinion of the officers, directors and members of the Property Owners Association may be necessary for the general benefit of the owners of the Numbered Lots.

6.3 Liens. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for the capital improvements, such assessments to be established and collected as hereinafter provided. The annual assessment, special assessment or charges shall constitute a lien or encumbrance upon that particular Numbered Lot and acceptance of any deed of conveyance shall be construed to be a covenant by the Grantee to pay such assessment and charges, which covenant shall be for the benefit of the Property Owners Association, and the owners of Numbered Lots in the subdivision and which Covenants shall run with the land and be binding upon any Grantee, his heirs, successors, and assigns. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The Property Owners Association shall have the exclusive right to take and prosecute all actions or suits, legal or otherwise, which may be necessary for the collection of said assessments and charges in which event, the Association shall be entitled to collect all such assessments, special assessments and charges plus attorneys fees and costs.

6.4 Foreclosure. In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate mortgage in the State of South Carolina.

6.5 Limitation on Liens. The lien hereby reserved, however shall be subject to the following limitations and exceptions, to-wit:

6.5.1 Such lien shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a recorded mortgage to the end and intent that the lien of any mortgagee, legal or equitable, shall be paramount to the lien for the charges and assessments herein, provided, further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the Collection of Such Charges or assessments accruing after such sale under foreclosure of such mortgage or acquisition of title by a purchaser by deed in lieu of foreclosure.

6.5.2 Notice of any charge or assessment due and payable shall be given by filing notice of pendency of action in the Lis Pendens Book in the Office of the Clerk of Court for Greenville County, South Carolina. As to subsequent bona fide purchasers for value the lien herein reserved for charges and assessments due and payable shall be effective only from the time of filing of said Lis Pendens; provided, however, that nothing contained herein shall affect the right of the Property Owners Association to enforce the collection of any charges or assessments which shall become payable after acquisition of title by such subsequent bona fide purchaser for value.

6.5.3 The lien herein created shall be subordinate to the lien of laborer, contractors or materialmen furnishing labor, services or materials in connection with the construction or alteration of any improvements located on any Numbered Lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after foreclosures of any such lien.

6.6 Initial Annual Assessment. Beginning January 1 of the year immediately following the conveyance of the first lot to an owner, the initial annual assessment per lot shall be determined at a later date. From and after January 1 of the year

immediately following the conveyance of the first lot and an owner, the annual assessment shall be set by the Association as provided herein, in an amount to be determined at a later date, for such other needs of the Association's properties as determined by the members.

6.7 Uniform Assessment. All liens, charges and assessments created hereunder must be uniformly fixed, assessed, charged and collected on all Numbered Lot.

6.8 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

6.9 Effect of Nonpayment of Assessments. Any assessment, special assessment or charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot. In the event an action at law or foreclosure is necessary to collect the assessment, the Association may collect its costs of collection, including reasonable attorney's fees and court costs.

## ARTICLE VII

### AMENDMENTS AND MODIFICATIONS TO COVENANTS

7.1 Reservation. A two-thirds majority of the Owners reserve and shall have the right to amend these Declaration of Conditions, Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standard of the covenants and restrictions herein contained.

7.2 Additional Covenants. No owner of any Numbered Lot, without the prior written approval of all other Owners, may impose additional covenants or restrictions on any part of the Real Property.

7.3 Additional Sections. Developer reserves the right to impose these covenants upon additional sections of MAHAFFEY PLANTATION PHASE I that may be annexed thereto, including common areas and improvements, in which event the Architectural Committee and Property Owners Association provisions hereof shall be and become applicable to this section and all future sections of the subdivision annexed hereto.

## ARTICLE VIII

### TERM AND ENFORCEABILITY

8.1 Enforcement. If Owners, their heirs and assigns, or any person owning any Real Property subject to the within covenants, shall violate or attempt to violate any

of the covenants herein it shall be lawful for any person owning any Real Property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from doing so or to recover damages and other dues for such violation, including, but not limited to, reasonable attorney fees and costs. Invalidation of any one or more of these covenants by a judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

8.2 Term of Covenants. These covenants and restrictions, as altered, annulled and amended from time to time as provided for herein, unless released or waived as herein 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 Twenty (20) years each unless, within six months prior to January 1, 2023 or within six months preceding the end of any successive Twenty (20) year period, as the case may be, a written agreement is executed by a majority of the then owners of the Real Property, in which 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.

8.3 Amendment. This Declaration may not be amended during the initial Twenty (20) year period except by an instrument signed by the owners of not less than 2/3 of the Lots.

## ARTICLE IX

### MISCELLANEOUS

9.1 Paragraph Headings. All Paragraph Headings appearing under each numbered Article or to the left 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.

9.2 Successors. The terms and conditions contained in this Declaration of Covenants and Restrictions shall be binding upon the Owner and all future owners of the Real Property and any Numbered Lot or Lots, their heirs, assigns, successors, executors and administrators.

9.3 Non-Waiver. Failure by the Architectural Committee, Property Owners Association or any owner of any Numbered tract in the Property to enforce any covenant or restriction contained herein shall not be construed of a waiver of the right to do so thereafter.

9.4 Severability. Every one of the restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions

