

STATE OF SOUTH CAROLINA) AMENDMENT TO GRAYLYN RESIDENTIAL
) PROTECTIVE COVENANTS AS TO LOT 18 AND
) ADJOINING AREA FOR SANITARY SEWER
COUNTY OF ANDERSON) EASEMENT

WHEREAS, Graylyn, Inc., is the owner and Developer of the subdivision known as Graylyn, shown in Plat Slide 62 at Page 9, the restrictive covenants affecting the subject lots being recorded in Deed Book 808 at Page 109, and

WHEREAS, Phase I of Graylyn, shown in Plat Slide 62 at Page 9, does not include additional area owned by Graylyn and located on the western boundary of the developed portion of the subdivision, and

WHEREAS, in the event that Graylyn, Inc., should later desire to access said adjoining property, it is agreed as follows:

1. Any roadway or area required for access shall be located within the boundaries of the areas currently designated as Lot 18 in Plat Slide 62 at Page 9.
2. The area located between Lots #17 and #18, shown as an area for a sanitary sewer easement, shall not be used for purposes of a roadway or for access.
3. If Graylyn, Inc., should later determine that access to said adjoining property can be obtained by a route other than Lot #18, it shall have the right to unilaterally terminate the reservation of Lot #18 as a means of access to said adjoining property, PROVIDED, HOWEVER, that under no circumstances may the roadway or access area be located on the sanitary sewer easement area which is shown as being located between Lots #17 and #18, nor shall it be placed on Lot #16.
4. This instrument is executed pursuant to a Contract of Sale for the sale of Lot #17 by Graylyn, Inc., to Ken M. Rada and Janet L. Rada, and shall be considered an amendment to the Graylyn Protective Covenants referenced above, but in the event said Protective Covenants shall expire and shall not be extended, the within instrument shall continue in full force and effect as to all of the terms and conditions contained

GRAYLYN RESIDENTIAL AREA PROTECTIVE COVENANTS,
 RESTRICTIONS, RESERVATIONS AND EASEMENTS; AND,
 HOMEOWNER'S ASSOCIATION DUES AND ASSESSMENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Graylyn, Incorporated, the owner and developer of the real property hereinafter described and being hereinafter referred to as "Developer" of that certain tract of land in the City of Anderson, County of Anderson, State of South Carolina, being particularly described on Exhibit "1" annexed hereto, which description is incorporated herein and made a part hereof by reference thereto; and,

WHEREAS, said tract of land has been subdivided into residential lots as shown upon a plat of Graylyn made by R. D. Garrison, REG. L. S. dated February 15, 1989 and recorded in the Office of the Clerk of Court for Anderson County, South Carolina, in Plat Slide 62 at Page 09. witnesseth

WHEREAS, a general plan has been established for improvement and development of the subdivision lots and the Developer does hereby establish and set forth the covenants, conditions, reservations and restrictions upon which and subject to which all of the lots and portions of such lots shall be improved and sold and conveyed by it as Developer. Each and every one of these covenants, conditions, reservations, easements and restrictions is and all are for the benefit of each owner of a lot of land in such subdivision or any interest therein and shall inure to and pass with each and every lot thereof, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, easements and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every lot thereof, to-wit:

I

TERM

These covenants shall run with the title to each and every lot and shall be binding upon all parties and all persons claiming under or through the present owner for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of five (5) years unless an instrument is signed by a majority of the lot owners of the lots in the Subdivision has been recorded, agreeing to either terminate, revoke or alter these covenants in whole or in part.

V

ADMINISTRATION

Administration of these covenants shall be as follows: -

A) Architectural Control Committee.

i) Creation. An architectural control committee (the "Committee") is hereby created, with such member or members as the Developer may appoint. In the absence of the appointment of any additional member(s), the Chief Executive Officer of the Developer, his successors in office and assigns, shall serve as the sole member of the Committee and the determination of the committee shall be final on all decisions pertaining to these covenants.

ii) Function. The function of the Committee shall be to review and approve all plans for improvement of any lot.

iii) Jurisdiction. The Committee shall have jurisdiction to determine and decide whether or not any proposed plans comply with these covenants and its decision shall be a final determination of that issue.

B) Enforcement. Enforcement of these covenants and any term or provision thereof shall be by proceedings at law or in equity against any person(s) violating or attempting to violate any covenant or provision thereof either to restrain such violation or to recover damages caused by such violation.

C) Resolution of Disputes. The Developer shall be and is the sole judge as to the interpretation or construction placed upon any term or provision hereof in the event of a dispute the Developer's decision shall be a final determination on such interpretation or construction to be placed thereupon.

VI

LAND USE AND IMPROVEMENT

A) Use. No lot shall be used for any purpose or occupied or inhabited unless and until a permanent residence has been substantially completed in compliance with these covenants; provided, this provision shall not be construed as prohibiting the planting of shrubbery and trees as permitted by these covenants or the ordinary maintenance of the lot prior to commencement of construction of any residence. No lot shall be used for any purpose other than for a single family detached residence.

VII

RESTRICTIONS AND CONDITIONS FOR CONSTRUCTION OF RESIDENCE

No structure shall be erected, constructed or placed upon any lot and no existing residence, structure or building shall be replaced, modified or enlarged until the construction plans, and specifications and a plan showing the location of the structure has been approved in writing by the Committee as to the quality of workmanship and materials, the harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. At the time said plans are submitted for approval, a landscape development plan must also be submitted for approval. Approval or disapproval by the Committee for construction of the structures or usage of the lots shall be given in writing within twenty-one (21) days after the Committee has received said plans. In approving or disapproving the plans and specifications of proposed construction and/or improvements to the property, consideration shall be given to the building materials to be used and the harmony of proposed design with other improvements in the subdivision. Prior to the commencement of any construction, a permit in writing approving the plans and specifications as submitted must be issued by the Committee. Under no circumstances shall construction, improvement or alteration to the lot occur until a written permit is obtained from the Committee. After the initial construction is completed, any plans for improvement and/or addition to the original structure and/or dwelling must be submitted to the Committee and written approval must be given by the Committee prior to commencement of the construction, pursuant to the same provisions referenced above. No plans shall be approved by the Committee which do not comply with the following restrictions:

A) Minimum Size. No dwelling shall be constructed upon any lot that contains less than 2,500 square feet of heated space, provided that the Committee reserves the right to permit the owner of any lot to reduce the amount of minimum heated space if in its sole judgment it determines the quality of construction and the cost of the dwelling shall be equal to the requirements set forth herein, further provided that the size shall not be reduced to less than 2,250 square feet of heated space. No residence shall be reduced in size as provided for in this paragraph without the written consent of the Committee.

and → B) Ground Floor. Any residence containing more than one floor (exclusive of basements) shall contain not less than 1,250 square feet of heated space on the ground floor.

→ C) Maximum Height. No residence shall be constructed upon any lot containing more than two and one-half stories in

such improvement or structure complies with the following requirements:

i) Outbuildings, Storage Buildings and Detached Garages. Except for an approved residence, no detached building other than a garage, greenhouse or pool bathhouse shall be constructed, maintained or permitted upon any lot, provided that such prohibition shall not be construed to include a child's playhouse or dollhouse consistent with architectural design of residence as approved by the Committee.

ii) Temporary Structures. No structure of a temporary character such as mobile homes, house trailers, pre-constructed buildings of any type (including mobile homes with wheels removed), campers, metal storage buildings, tents, shacks, garages or barns shall be used or left on any lot at any time as a dwelling either temporarily or permanently.

iii) Swimming Pools. No swimming pool shall be placed upon any lot until the plans therefor have been approved by the Committee. No plans shall be approved unless the pool is: (a) located within set-back lines; (2) installed below ground; (3) enclosed within proper fencing; and (4) landscaped appropriately.

J) Fencing.

i) No fencing shall be used to enclose any yard between the street upon which any residence fronts and the front of the residence. In the event that the location of any structure on a particular lot shall cause questions as to where the setback line is for the purpose of placing a fence, as for example, a corner lot which fronts on two streets, final decision making authority rests solely in the Committee as to where a fence may be placed on said lot.

ii) Rear and sideyards not fronting upon any public street may be enclosed by fencing constructed of a material (including chain-link materials) and color that would be harmonious with the exterior of the residence, provided such fencing shall not exceed seventy-two inches in height.

iii) No fencing shall be constructed in a manner as to obstruct or diminish a clear view of streets or intersecting streets adjacent to any lot.

K) Antennas and Satellite Disks. No satellite disks, antennas or towers for receiving or transmitting radio signals shall be permitted to be placed or used upon any lot; provided, however, nothing herein shall prevent the installation of such antennae within any building that is permitted upon any lot so

and improvements will be maintained in good state of repair and painted.

B) Landscaping and Yard Maintenance. All grass, shrubs, trees and vegetation shall be regularly and timely cut, trimmed and maintained in a neat condition. No shrubbery, plants or trees shall be permitted to grow to such a height as will obstruct or diminish a clear view of intersecting streets adjacent to any lot. The Developer reserves a right and easement to remove, at the expense of the owner of the lot in question, such obstruction which in the view of the Developer creates a hazardous or unsafe condition to the travelers in the area.

C) Litter and Debris. No litter or debris shall be allowed to accumulate on any lot nor shall it be permissible to stockpile any form of construction materials or other substance or the parking of any equipment on any lot which would be unsightly to the neighborhood except during the actual time of construction.

IX

USE OF RESIDENCE AND LOT

Each and every owner(s) of lots in the subdivision covenant with other owners and the Developer that:

A) Motorized Vehicles. No commercial, recreational, or disabled vehicles, boats, boat trailers or any like equipment or mobile or stationery trailers of any kind shall be permitted on any lot of the subdivision unless stored in a fully enclosed garage. No lot shall be used to repair or restore any motor vehicle or boat whether the repair is performed by owner or any other party. All motor vehicles must be equipped with functioning mufflers to maintain the lowest possible noise level.

B) Vehicular Parking. All owners shall provide for ample space for off street parking of motor vehicles and shall not park or permit parking of motor vehicles on the grass or subdivision streets. This shall not be interpreted to prohibit parking on streets and public ways, when a special gathering or event is held at a lot owner's dwelling and the number of vehicles exceeds the amount of space available on the lot owner's premises.

C) Nuisances. No lot or tract shall be used in whole or in part for the storage of rubbish of any character whatsoever nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that

MAINTENANCE CHARGES

Grantee(s), his, hers and their heirs, executors, administrators and assigns, in accepting a deed to a lot in the subdivision covenants and agrees to pay periodically, as the Graylyn Homeowner's Association shall elect, the initiation fees, transfer fees, dues and assessments as established by the Graylyn Homeowner's Association for the installation and maintenance of recreational facilities, common areas and community services provided for the benefit of residents of and property owners of the Subdivision. Initiation fees, transfer fees, dues and assessments shall be set according to the Association's By-laws. The owner(s) of each lot in the Subdivision shall pay to the Association annually or at more frequent intervals as the Association may determine 1/65th share of the annual cost of maintaining common areas and providing common facilities. In the event any owner shall fail to timely pay any charge or assessment by the Homeowners Association when due, the amount of the charge for assessment, together with interest and penalty as established in the By-laws of the Homeowners Association shall constitute a lien upon the property of each resident or property owner and may be enforced in equity as in the case of any lien foreclosure.

All of the covenants, restrictions, reservations, and servitudes set forth herein shall run with the land and Grantee, by accepting the deed to such premises accepts the same subject to such covenants, restrictions, reservations and servitudes and agrees for himself, his heirs, administrators, successors and assigns to be bound by each of the covenants, restrictions, reservations and servitudes jointly, separately and severally.

IN WITNESS WHEREOF, the said Developer has caused his hand and seal to be hereunto affixed this 14 day of March, A.D., 1989.

In the Presence of:

Patricia B. Lytton
Virginia L. Spurgeon

Graylyn, Inc.

By: A. Eugene Home
Its: Secretary

Developer