

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

PROTECTIVE COVENANTS AND RESTRICTIONS

WHEREAS, JERRY A. MEEHAN, W. RICHARD McCLELLION, and SUN BELT LAND COMPANY, LTD. are the acting General Partners of GREEN HILL PLANTATION, a South Carolina Limited Partnership, and are the owners of Lots #1-122, as shown on a plat prepared by Russell and Axon, Reg. L.S., dated the 24th day of June, 1981, which is of record in the Office of the Clerk of Court for Anderson County, South Carolina, in Plat Book 88, at page 323; and,

WHEREAS, the above-mentioned Lots 1-122, Green Hill Plantation, as shown on the above-referenced plat, are intended for development for residential purposes only; and,

WHEREAS, it is the desire and intention of the undersigned to sell the above-referenced real property and enforce upon it certain mutually beneficial restrictions, conditions, easements, covenants and agreements and charges under a general plan or scheme of improvement for the benefit of all said lands and the future owners of said lands;

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of the land included in said plat, Trustee does hereby impose the following Protective Covenants, all of which are declared to be in furtherance of a plan for the subdivision, improvement and sale of the said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof, and all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described lands, or any part thereof, and all of which shall be applicable to the entire tract shown on the aforesaid plat and known as GREEN HILL PLANTATION.

1. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes and only one single-family residence shall be erected, altered, placed or permitted on any lot. Outbuildings may be permitted by submitting plans and specifications to the General Partners and the Architectural Committee for approval. All accessory buildings shall contain at least 200 square feet of area. No mobile homes, housetrailer or any temporary structure shall be placed on any lot, either temporarily or permanently. No lot shall be used for repair work on automobiles or other vehicles whether performed by the owner or not. All boats and equipment used in connection therewith, such as trailers, and all vehicles other than automobiles, shall be kept under a suitable cover, such as an attached or unattached garage, said cover to be approved by the General Partners and the Architectural Committee.

2. QUALITY AND SIZE

Each dwelling shall have a minimum of 1600 square feet of total area of which a minimum of 1400 square feet shall be heated living area; with one-half of the total square footage of an attached garage, covered porch or breezeway being allowed towards the total 1600 square feet required minimum; and each dwelling shall have accommodations for at least two (2) cars; said garage area, attached or unattached, shall have at least 400 square feet of area; provided, however, if the dwelling to be erected on said lot of land has at least 1600 square feet of heated living area, then the garage may be omitted. If the garage is omitted under this provision, but is later erected, the plans shall first be approved by the General Partners and the Architectural Committee. No building shall exceed two and one-half (2½) stories in height.

3. BUILDING LOCATION

No part of any building shall be located on any lot nearer than fifty (50) feet to the front lot line, and no part of any building shall be located nearer than ten (10) feet to any side lot line. No dwelling shall be located on any rear lot nearer than thirty (30) feet to the rear lot line, provided said lot does not abut or adjoin the United States Corps of Engineers lot line. A detached storage or outbuilding may be constructed within twenty (20) feet of the

rear or side lot lines, overhangs included, provided it is first authorized by the General Partners and the Architectural Committee. "Front Lot Line" as referred to herein, is that part of the lots listed hereinabove which faces a paved road, located in Green Hill Plantation Subdivision. It is specifically understood and agreed, however, that a Purchaser of an irregularly shaped lot who wishes to have the above requirements waived because of the shape of such lot may submit to the General Partners and the Architectural Committee a plot plan showing an alternative location for a residential structure. Approval of any deviation from the above requirements is vested in the sole discretion of the General Partners and the Architectural Committee.

4. SUBDIVISION OF LOTS

No lot shall be subdivided, or its boundary lines changed, except with the written consent of the General Partners and the Architectural Committee; however the General Partners hereby expressly reserve to themselves, their heirs and assigns, the right to replat any one or more lots shown on the plat of said subdivision.

5. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tents, shack, garage, barn or other outbuildings shall be used or left on any lot at any time as a residence either temporarily or permanently, nor will it be permissible to stockpile any form of construction materials or the parking of equipment on any lot which would be unsightly to the community, except the actual time of construction of said house.

7. CONSTRUCTION

Any structure must be completed within one (1) year after the initial construction has been commenced. No concrete blocks, cinder blocks or any similar type building materials shall be used

in connection with the construction of any building erected upon said lots so that said materials are visible from the outside of said building.

8. SIGNS

No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than one (1) square foot, or a sign of not more than five (5) square feet advertising the property for sale or rent, or the normal signs used by a builder to advertise the property during the construction and sales period only.

9. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised or bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

10. SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Anderson County Health Department or such other governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such system, as installed, shall be obtained from such authority. In no event shall such system be so located as to contaminate any stream or lake.

11. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping grounds for rubbish, unless specified by the General Partners and the Architectural Committee as a landfill area to be systematically filled and covered properly for landfill purposes.

Trash, garbage or other waste shall not be kept except in containers approved for sanitary conditions. All garbage cans and containers shall be screened in a manner in which they are not visible from the paved road. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or other shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. ARCHITECTURAL CONTROL

No building shall be erected, or placed on any lot until the construction plans and specifications and a plan showing the location of such structure have been approved in writing by the General Partners and the Architectural Committee, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation.

Approval or disapproval by said General Partners and the Architectural Committee shall be given in writing within seven (7) days after the General Partners and the Architectural Committee have received said plans. In the event the General Partners and the Architectural Committee, or their agents, fail to approve or disapprove within seven (7) days after the plans and specifications have been submitted to them, or in any event, if no suit to enjoin construction prior to the completion thereof, approval will not be required and full compliance with the related covenant will be deemed to have occurred.

14. ARCHITECTURAL COMMITTEE

The Architectural Committee shall consist of two of the General Partners, Jerry A. Meehan and W. Richard McClellion, and one

Limited Partner to be chosen by the said Meehan and McClellion. The Architectural Committee shall have sole discretion over the provisions hereof.

15. FUEL TANKS

All fuel tanks or containers shall be covered or buried underground consistent with normal safety precautions.

16. TELEVISION ANTENNAS

No tower for a television antenna or any other antennas shall be erected over twenty (20) feet in height without the expressed written consent of the Architectural Committee.

17. TERM

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them 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 ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

18. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The various restrictive measures and provisions of this instrument are declared to constitute mutual restrictive covenants and servitudes for the protection and benefit of each lot; failure by the undersigned or any other person or person entitled to do so to enforce any measure or provision upon violation thereof shall not estopp or prevent enforcement thereafter or be deemed a waiver of the right to do so.

19. SEVERABILITY

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

IN WITNESS WHEREOF, the undersigned have signed their names and affixed their seals this the 23rd day of JULY, 1981.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

[Signature]
Linda B. Nightingale

[Signature] (SEAL)
JERRY A. MEEHAN, General Partner
of GREEN HILL PLANTATION

[Signature] (SEAL)
W. RICHARD McCLELLION,
General Partner of GREEN HILL
PLANTATION

SUNBELT LAND COMPANY, LTD.

BY: [Signature]
Its: President
General Partner of
GREEN HILL PLANTATION

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PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within named JERRY A. MEEHAN, W. RICHARD McCLELLION and SUNBELT LAND COMPANY, LTD., by and through its duly authorized officer Jerry A. Meehan, sign, seal and as their act and deed deliver the within written Protective Covenants and Restrictions and that (s)he with the other subscribing witness witnessed the execution thereof.

[Signature]
Linda B. Nightingale

SWORN TO BEFORE ME THIS 23rd
DAY OF JULY, A.D. 1981.

[Signature]
Notary Public, South Carolina

My Commission Expires: 9/3/84

recorded this 23rd day
of July, A. D. 1981
in Vol. 19-P Page 848
at 3:31 P. M.

C. J. Burdette C.C.P.
Anderson County, S. C.

FILED FOR RECORD
ANDERSON COUNTY
JUL 23 3 31 PM 1981