

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

RESTRICTIVE COVENANTS  
FOR HEMLOCK SUBDIVISION

WHEREAS, Mountain View Road Development Company, LLC, (hereinafter referred to as "Developer"), is the developer of certain land in Anderson County, South Carolina, which has been surveyed and divided into lots for residential development as more particularly shown on a plat of said subdivision entitled Hemlock, dated July 17, 2006 and recorded in Plat Book S1691, pages 8 & 9, in the Register of Deeds Office for Anderson County, South Carolina; and

WHEREAS, Developer is desirous of creating and putting into effect for the mutual protection of Developer and other subsequent purchasers of any of the lots protective covenants applicable to all the lots of which are shown on said plat, the protective conditions and restrictions hereafter contained;

NOW, THEREFORE, KNOW ALL, MEN BY THESE PRESENTS, that the property hereinabove described as shown on the plat above referred to and only that property is hereby encumbered with the following conditions and restrictions which shall be constructed as covenants running with the land and binding upon the said Developer, their successors and assigned, and upon any purchasers of said property, their successors, heirs and assigns, to wit:

ARTICLE I  
Architectural Review Committee

1. Purpose and Appointment. In order to enhance the aesthetic quality of the property, protect the natural beauty of the environment, secure and enhance confidence and security to owners and nurture tasteful and well appointed improvements, Developer shall establish an Architectural Review Committee. The persons who shall serve on the Committee shall be appointed by the Developer for such terms and under such conditions as shall be determined exclusively by the Developer. The persons serving on the Committee are not required to own property in the development, nor are they required in any way to be affiliated with it. The primary function on the Committee shall be to review, approve or disapprove final construction plans and proposals for improvements upon the property. The Committee shall consult and advise the Owners, their architects, contractors or builders concerning the merits of the construction plans and recommend, if required, any changes or modifications which may be necessary for the plans to meet approval.

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2. Authority. Subject to the ultimate control of the Developer, the Committee is vested with legal authority by the Developer, to enforce the terms of the Declaration and to prevent any improvements which would detract from the aesthetic quality of the development or tend to diminish property values, or which the Committee otherwise deems contrary to the best interests of the development, even if based solely on aesthetic reasons. The Committee shall have broad, flexible discretion in carrying out its duties. The Committee shall have authority: (a) to control, approve and disapprove all changes to the property, including, but not limited to, grading, clearing of the lot, tree and vegetation removal, siting of the improvements and landscaping, (b) to adopt and implement building and design standards; and (c) to apply and enforce the terms of the Article and any other provision hereof relating to construction of improvements upon the property. All decisions of the Committee are final and there shall be no appeals of any decision.
  
3. Building, Design and Landscape Guidelines. The Architectural Review Committee reserves the right, in its sole discretion, to issue building, design and landscape guidelines for the purpose of assisting owners proposing to build improvements upon the property. Such guidelines would be followed by the Committee in its effort to carry out its duties. Such guidelines may at the sole discretion of the Architectural Review Committee be amended from time to time.

## ARTICLE II. Restrictions

1. Residential Purpose. Each lot shall be used for residential purposes and only one single family residence may be erected on any lot.
  
2. Written Approval Required. Except as otherwise stated herein, no home, garage, carport, driveway, playhouse, fence, wall, swimming pool, antenna, fuel tank, tennis court, garbage receptacle, clothesline, mailbox, nor any other structure or improvement, shall be commenced, erected or maintained upon the property, nor shall any exterior additions to any existing structure or change or alteration thereto be done, until complete, final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and color, site location, floor plans and all elevations on all sides of the structure, containing the names of the builder or contractor and the owner and have been submitted to and approved in writing by the Committee. **Further, construction may only be commenced and finished by an approved builder of the committee. A written list of all approved builders will be on record with the Architectural Review Committee.**

- a. Approvals shall not be effective for construction commenced more than twelve (12) months after the date of such approval. Disapproved plans shall be accompanied by a reasonable statement of terms found unacceptable. In its sole discretion, the Committee may mark the plans "APPROVED" but note in writing upon such plans that the approval is given subject to the incorporation of specified modifications or changes in the improvements, which modifications and changes must be followed and completed by the owner. One copy of such approved or disapproved plans shall be returned to the owner, and the remaining copy shall be permanently held in the records of the Committee.
3. Building Standards. All construction and improvements must meet or exceed the minimum residential building standards set forth in various Codes and publications of the Council of American Building Officials for One and Two Family Dwelling Units, or of any successor organization, including all those applicable to buildings, electricity, plumbing, mechanical, and fire prevention and safety. In the absence of any such Codes or publications or with respect to any proposed improvements upon the property for which, in the discretion of the Developer, standards or guidelines shall be adopted, the Developer shall have authority to adopt and enforce such standards and guidelines as necessary and reasonable to assure the continued consistent development of the property. No home may be constructed or maintained so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than two thousand (2,000) square feet in the case of a one story or sixteen hundred (1,600) square feet on the ground level in the case of a two story. The minimum pitch on the roof of each dwelling or other approved structure shall be 8/12, and shall be covered with Architectural style fiberglass Shingles or Tile.
4. Building Lines. All buildings must be set back to the distances specified on the above referenced plat. Also, a minimum of five (5') feet each side line and thirty (30') feet from the rear lot line are imposed on each lot except those parcels used as common areas or detention facilities. The Developer reserves the right to allow building set back variances as needed. The Developer is to approve the exact location of all houses on lots for construction. The Committee may grant a waiver in this requirement upon application and for good cause shown.
5. Building Materials. Exterior finishes shall be of brick, stone or hardi-plank or a combination thereof. However, the eaves and boxing may be finished in vinyl. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick or stone or some other material approved by

Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any dwelling or structure.

6. Fencing. Fencing shall not be erected until the design, height, materials and location have been approved in writing by the Architectural Review Committee. No chain-link, wood or similar fencing shall be allowed anywhere in the development. However, the property on which the detention basins and are located is specifically excluded from the restriction against chain link fences. No lot owner or successor in title shall be entitled to assert the defense of estoppel as to any fence which does not meet the requirements of this paragraph. No fence shall be erected which interferes with, damages, or obstructs the installation, maintenance or repair of underground utility lines. The owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even though approval of the fence or other improvements has been properly obtained.
7. Grade Changes and Landscaping.
  - a. The established grade of a lot is not to be changed by any individual so as to adversely affect an adjacent property owner or owners. All major site work and grading shall be approved by the Developer. Each lot owner and his contractor, shall take full responsibility for controlling surface water run-off that may adversely effect any other property including but not limited to streets and roadways.
  - b. The completion of improvements upon a lot shall include the landscaping of the yard, including sodding and installation of a irrigation system of the front yard and grassing the remaining disturbed area, and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling. No gravel shall be allowed in planter beds or driveways.
  - c. The front elevation of the dwelling foundation must be a minimum of eighteen (18') inches above the finished grade of the front yard.
8. Driveway Requirements. All driveways shall be constructed of concrete or other material approved by the Developer and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb thereby keeping the "rolled" curb intact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer. Driveways, walkways, and patios must be poured in a free form style with no 90-degree angles or straight lines.

9. Garages. All garages shall be enclosed and must be a minimum of double car garages that are enclosed by doors and not directly facing any street on which the lot abuts. The Architectural Review Committee may grant a waiver or variance of this provision, but only in cases where compliance would present an undue burden due to the configuration or terrain of the lot, or where the architectural integrity of the home would be compromised.
10. Sewage. All sewage shall be disposed of in septic tanks approved in writing by the local health officials of the South Carolina Department of Health and Environmental Control. Each owner is responsible for the proper maintenance of the septic system on his or her lot and shall abide by all applicable rules and regulations concerning same. Any lot approved with a septic pump system will be the responsibility of the homeowner.
11. Swimming Pools. No above-ground pools shall be erected, constructed or installed on any lot. All swimming pools must be approved as to location and specifications by the Architectural Review Committee prior to construction. Individual property owners are responsible for meeting all safety regulations as required by law or the insurance industry.
12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers lakes, ponds, canals or other waterways within the property shall be installed.
13. Timeshare Prohibitions. There shall be not timesharing or interval Ownership of a Lot. Timeshare or interval Ownership shall mean and refer to the definitions of such Ownership under the South Carolina Vacation Time Sharing Plan Act and any amendments thereto.
14. Antennae/Satellite Dishes. Radio, television or other antennae may not be placed on any lot unless the location, concealment, and size of such equipment is approved by the Architectural Review Committee.
15. Start of Construction. Construction on the permanent residence of the lot owner must start within eighteen months (18) of the purchase closing of the owner's lot. The Developer reserves the right to waive said restriction in certain circumstances.
16. Completion of Construction. The exterior of all home and other structures, site work and substantial compliance with landscaping plans must be completed within twelve (12) months of the start of construction unless such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity, unless otherwise provided for by the Architectural Review Committee. No structures may be temporarily or permanently occupied until a certificate of occupancy has been issued by Anderson County.

17. Temporary Structures. No structure of a temporary character shall be placed upon any portion of the properties at any time, provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any home, or to shelters maintained by the Developer or the Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, and so forth, may not at any time be used as temporary or permanent residences or be permitted to remain on any portion of the properties after completion of construction thereon.
18. Maintenance of Vacant Lots. Every owner of an unimproved lot shall keep such property free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that the Committee deems that the lot or tract is being maintained in violation of this paragraph and that such violation should be corrected, the Committee shall give reasonable notice to the Owner to correct the appearance of such lot or tract. If after thirty (30) days, such Owner has failed to correct same, the Committee may enter upon the property to correct its conditions and assess the Owner of the costs thereof, which assessments may be filed as a lien against such lot or tract, as provided herein.
19. Trees. No trees measuring eight (8") inches or more in diameter at a point of (1') foot above the ground level nor any flowering tree may be removed nor may any major clearing of small trees be performed without the approval of the Architectural Review Committee. Excepted here from shall be damaged trees as determined by the Architectural Review Committee or the Association or trees which must be moved because of an emergency, or to prevent a potentially dangerous situation.
20. No Subdivision. Unless approved in writing by the Committee, no lot shall be subdivided, nor shall the boundary lines of any such lot or tract be changed. Two (2) or more lots may be combined for the purposes of creating a larger lot, but no portion of any such combined lots may be subdivided and sold without written approval of the Developer, provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to re-plat any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted lot or tract suitable and fit as a building site to include, but not limited to, the relocation of easements, walkway, right of ways, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots, provided however, that no lot originally shown on a final recordable plat of the property is reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the plat.

21. No Commercial Activity. No Industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property.
22. Nuisances and Offensive Activities. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.
23. Signs. No owner shall display or cause or allow to be displayed to public view any sign, placard, poster, billboard or identifying name or number upon any residence except as may be allowed by the Committee. No builder or real estate agency's sign may remain on a lot for more than thirty (30) days after completion of the house or that sale of the home or sale of a lot. No signs are allowed on common areas without specific permission from the Developer.
24. Recreational Property. Any camper, boat, trailer, or any items not in daily use must be stored in the rear corner of any lot and behind landscape screening approved by the Architectural Review Committee. No motorcycles, motorbikes, mini-bikes, go-carts, or similar vehicles shall be operated on any lot, Common Areas and Recreational Facilities. No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pickup trucks not to exceed one (1) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading.
25. Fuel Tanks. All fuel oil tanks or containers shall be buried underground, consistent with normal safety precautions.
26. Portable or Metal Buildings Prohibited. Portable buildings, metal storage buildings or other similar off-site constructed buildings are prohibited to be placed or remain on any lot.
27. Swing sets and Similar Structures. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corners of the dwelling.
28. Pets. No animals shall be kept except that cats, dogs, hamsters or caged birds may be kept in reasonable numbers as pets. All pets shall be kept in fenced areas or on a leash when walked in the subdivision.
29. Parking. All owners and residents must make provisions for off-street parking of individual vehicles.

30. Tennis Courts. No tennis courts shall be constructed on any lot.
31. Bird Sanctuary. All property is designated as a bird sanctuary.
32. Mailboxes and House Numbering. All homeowners are required to have the same style mailbox and house numbering, which has been designed and developed by the Developer of the subdivision. Mailbox and House Numbers to be paid by the homeowner.
33. Landscape & Maintenance. All owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so not to detract from the overall appearance of the subdivision or the surrounding property. Vegetable or ornamental gardens, and sandboxes or other children's play equipment shall be located only in the rear yard of any lot.
34. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved. Within these easements, no structure, planting or material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Additionally, signage easements as shown on the above reference plat are imposed upon the affected lots. The signage easements will be for the benefit of the subdivision and maintenance will be provided by the Home Owners Association. Furthermore, power line easements are shown in which no structures may encroach upon these easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Developer reserves the right to create and impose additional easements or rights of way over any unsold lot or lots for street, drainage and utility installation purposes by the recording of appropriate instruments.
35. Developer's Disclaimer. Developer and Architectural Review Committee, and its successors and assigns, its agent, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, design, habitability, quality, fitness for any particular purpose or merchantability or any representation concerning the same, and no warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made or approved by the Developer or Architectural Review Committee, or its nominees, and Developer or Architectural Review Committee shall not be liable to any owner or any other person on account of any claim, liability damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer or Architectural Review Committee, whether granted or denied. All



future owners shall be responsible for determining the suitability of a lot for construction.

### ARTICLE III.

#### Homeowners Association

1. Creation of the Homeowners Association. Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina law a nonprofit corporation called Hemlock Homeowners Association.
2. Maintenance Responsibility. The Association shall maintain and keep the Common Areas and Recreational Facilities in good repair, such maintenance to be funded as provided herein. The maintenance shall include, but not be limited to, maintenance, supplies, repair and replacement, subject to any insurance in effect, of all landscaping, structures and improvements situated in the Common Areas or Recreational Facilities.
3. Insurance. The Association shall obtain hazard insurance for all insurable improvements, if any, contained in the Common Areas and Recreational Facilities in an amount equal to the full replacement value which shall include all building, personal property and supplies, and any fixtures or equipment. Also, the Association shall obtain a comprehensive policy of public liability insurance insuring the Association and its Members for all liability for property damage, bodily injury or death in connection with the operation, maintenance, use of the Common Area, Recreational Facilities, Detention Facilities or streets and roads within the Subdivision, and legal liability arising out of lawsuits related to employment contracts of the Association. The Association may also purchase insurance to protect the officers and directors of the Association from personal liability and if need be worker's compensation insurance.
4. Destruction of Common Areas and Recreational Facilities. The Lot Owners hereby irrevocably appoint the Association as its lawful attorney-in-fact for the purpose of dealing with improvements on the Common Areas and Recreational Facilities upon damage or destruction or partial taking through condemnation. As soon as practicable after an event causing damage or destruction other than minor damage (\$500 or less), the Association shall take estimates from at least three independent contractors for the repair or reconstruction of the improvements. The Association will then take all necessary steps to complete the necessary repairs or reconstruction. The proceeds for repair or reconstruction will first be taken from any insurance proceeds then any monies available in the budget of the Association. In the event, there is still an insufficient amount to repair or reconstruct, then the Association subject to the provisions herein may levy a special assessment. Further levies may be made if the amounts collected prove to be insufficient to complete repair and reconstruction. The members of the Association may by a vote of seventy-five percent (75%) agree in writing not to repair and reconstruct. If no alternative improvement is agreed upon by the vote,

then the Common Area shall be returned to a natural state and maintained in an attractive condition and any remaining insurance proceeds may be distributed in equal shares per Lot, to the Owners as their interests may appear.

5. Condemnation. In the case of a condemnation of any of the Common Areas or Recreational Facilities, the Association shall act as attorney-in-fact for the all owners in the process incident to the condemnation proceeding, unless otherwise prohibited by law. The Award of any condemnation shall be payable to the Association as attorney-in-fact for the Lot Owners. The Association shall use such award to restore the Common Areas and Recreational Facilities and improvements thereon affected by the taking unless by a Seventy-Five Percent (75%) vote of the members the Association agrees not to rebuild and reconstruct. The Association shall take estimates from at least three independent contractors for the repair or reconstruction of the improvements. The Association will then take all necessary steps to complete the necessary repairs or reconstruction. In the event, there is insufficient amount to repair or reconstruct, then the Association subject to the provisions herein may levy a special assessment. Further levies may be made if the amounts collected prove to be insufficient to complete repair and reconstruction. The funds in the event of a decision not to repair and reconstruct would then be distributed in equal shares per lot. In the event of reconstruction, any funds remaining after reconstruction or repair shall be distributed in equal shares per lot.
6. Dedication of Common Area. Developer may hereafter convey to the Homeowners Association certain parts of the property as Common Area including but not limited to the clubhouse, pool and Community Greenspace. Such designated areas shall upon conveyance, be dedicated to the common use and enjoyment of the lot owners, and their families, guests, tenants, employees, and invitees. Furthermore, Developer will convey and all detention facilities located upon the subdivision for the benefit of the Homeowners Association.
7. Membership. Every person or entity who is record owner of a fee or undivided fee interest in any lot which is subject by covenants or records to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.
8. Voting Rights. The owner of each lot shall be a member of the association and entitled to one (1) vote for each lot, provided that the Developer shall be entitled to three (3) votes for each lot owned, including any other lots as to which the Developer may make these Covenants and Restrictions applicable. In the case of multiple owners of a lot, the multiple owners only receive one vote for each lot owned in the subdivision or in the case of the Developer, three votes for each lot owned. Any disbursements made of monies from the association equally based on the number of lots owned. Thus disbursement rights are not effected by the voting rights equation.

9. Transfer of Rights. The Developer and the Committee may at any time, by written document recorded in the same office as this document, transfer and assign to the Association any or all of either's rights under these Covenants and Restrictions.
10. Assistance to Architectural Review. The Association shall in all respects cooperate with and assist the Architectural Review Committee with enforcement of its architectural guidelines, rules, regulations and decisions.
11. Manager and Employees. The Association may employ or contract for the services of a Manager or employees, provided that no such employment shall be a contract having a term of more than one year and such contract shall be subject to cancellation by the Association upon 30 days or less prior notice without cause and without payment of a termination fee. The Manager or employees shall not have authority to make expenditures for additions or improvements chargeable against the maintenance fund except upon specific prior approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by a Manager or employee of any such duty, power or function so delegated by written instrument executed by or on behalf of the Board.
12. Ownership of Personal and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property, or other property interest within Hemlock conveyed to the Association by Developer.
13. Implied Rights and Obligations. The Association may exercise any other right or privilege given to it expressly by the Subdivision Documents (including but not limited to the Declaration, Articles of Incorporation, Bylaws, Architectural Guidelines and any Rules, Regulations or Procedures adopted under these documents), and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association under this Declaration or reasonably necessary to effectuate any such right or privilege. The Association shall perform all of the duties and obligations imposed upon it expressly by the Subdivision Document.

## ARTICLE IV.

### Assessments

1. Initial Assessment. Beginning January 1, 2007, the annual assessment shall be Three Hundred and Fifty and 00/100 Dollars (\$350.00) per lot. The assessment shall be prorated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year. The Developer shall be exempt from assessments.
2. Delinquent Assessments. An assessment is deemed delinquent that is not paid within thirty (30) days of its due date. The Association shall my at its sole discretion assess an interest charge from the dated of delinquency at the rate per annum of two (2) points above the Wall Street Prime Index Rate. In this regard, the interest shall be adjusted the 1<sup>st</sup> of each month following the delinquency. The cost of collection shall also be assessed against the owner including but not limited to attorney's fees and filing fees. Delinquent Assessments shall constitute a perpetual lien and all successors to the fee simple title of a Lot, except as provided in Section Five (Liens), shall be jointly and severally liable with the prior Owners or Owners thereof for any and all unpaid assessments, interest, late charges, costs, expenses and attorney's fees against such Lot without prejudice to any successor's right to recover from any prior Owner any amounts paid by such successor. Upon written request, any mortgagee or prospective lot purchaser may request to the Secretary of the Association a statement of account. In addition to the delinquent assessments, the Association may enforce a lien as allowed in the following sections.
3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners. Further, the assessments shall be used for the improvement and maintenance of the Common Areas and Recreational Facilities, including but not limited to the payment of taxes and insurance of the Common Areas and repair, replacement and additions to any improvements of the Common Areas, reserve accounts, the cost of labor, equipment, materials, management and supervision, and for the salary or fee of the Manager and/or employees.
4. Subsequent Assessments. From and after January 1, 2007, the annual assessment may be increased by vote an affirmative vote of fifty percent (50%) of the members. Any special assessments require the affirmative vote of seventy-five percent (75%) of the members. Special Assessments are defined as assessments

necessary for the defrayment of in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement on the open space or Common Areas, or to make up any shortfall in the current year's budget.

5. Exempt Property. All properties dedicated and accepted by Anderson County shall be exempt from assessments. Further, all Common Areas, Recreational Facilities and property owned by the Developer shall be exempt from assessments.
6. Liens. The Developer or The Home Owners Association shall retain a lien against any lot for the amount of any unpaid assessments. Each lot owner, by acceptance of a deed therefore, whether or not is shall be so expressed in any such deed is deemed to covenant and agree to pay the Association. The lien may be filed in the Register of Deeds Office for Anderson County, South Carolina at any time as such assessment is more than thirty (30) days past due. Such lien may be enforced against the lot owner and the lot by all means at law or in equity, but will not be enforced against any prior recorded mortgagee of the lot. No lot owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas, Recreational Facilities, or abandonment of the lot. Such lien shall further secure all reasonable costs of collection and attorney fees.

#### ARTICLE V.

##### General Provisions

1. Notices. Any notice required to be sent to any member or owners under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Developer, the Committee, or the Association at the time of such mailing.
2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or company or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants and failure by the Association or any owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. Any party enforcing the restrictive covenants who is successful against the lot owner shall be entitled to costs of the action including but not limited to filing fees and attorney's fees.
3. Severability. Invalidation of any one of these covenants and restrictions by judgment of Court order shall not affect any other provisions which shall remain if full force and effect.
4. Developers Rights. Developer reserves the right to change, amend or release any of the foregoing restrictions as the same may apply to a particular lot without the

necessity of requiring the consent or approval of any other property owner within the subdivision or any other interested parties.

5. Additional Sections. Developer and/or its identified successors assigns to this instrument shall, in its sole discretion, have the right to add more property sections to the subdivision. Any additional sections authorized under this paragraph in this instrument shall be made by filing of record by the Developer or its identified successors and assigns to this instrument of an amendment of modification to this instrument with respect to the additional section which shall substantially extend the scheme of the covenants, conditions, restrictions and easements of the subdivision of such additional section(s). Such amendments or modifications may contain such complementary additions, restrictions and/or easements as may be necessary to reflect the different character, if any, of the added section(s).
6. Duration. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by written agreement of two-thirds of then owners it is agreed to change said covenants in whole or in part.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_th day of April, 2007.

WITNESS:

DEVELOPERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named \_\_\_\_\_ By \_\_\_\_\_, Its: \_\_\_\_\_, sign, seal and as their act and deed deliver the above written Restrictive Covenants, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_ th day  
Of April, 2007.

\_\_\_\_\_  
Notary Public of SC  
My Commission Expires:

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