COUNTY OF ANDERSON)

PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR THORNEHILL

KNOW ALL MEN BY THESE PRESENTS, that the undersigned are owners and developers of that tract of land containing ________ acres, more or less, being more particularly shown on a plat of same by Farmer & Simpson Engineers, David N. Simpson, SC Reg. LS #1684, under date of November _____, 1985, said plat being duly of record in the Office of the Clerk of Court for Anderson County, SC, in Plat Book _____ at Page _____, to be developed as a residential subdivision to be known as Thornehill, and

WHEREAS, said tract of land as shown and the lots as therein contained and referenced have been divided into residential lots,

NOW, THEREFORE, in consideration of the benefits accruing to the present and future owners of the lots of land included in said area on said plat, we do hereby impose the following Residential Area Protective Covenants, Restrictions, Reservations and Easements which shall be applicable to all of the lots in said subdivision as referenced above.

1. DEFINITIONS.

(a) "Lot" shall mean and refer to any plot of land, other than road areas, shown on a recorded subdivision plat of the property, and upon which a dwelling has been or may be constructed.

(b) "Declarant" shall mean and refer to Odell Short; William C. Gurley, Jr.; W. Glenn Gurley, Sr.; and Robert W. Whitesides; their respective heirs, executors, successors, and assigns; or to some successor to whom the rights of the Declarant as expressed in this Declaration might be expressly transferred.

2. LAND USE. No lot shall be used except for single family residential purposes and only one single family dwelling shall be erected, altered, placed or permitted on any lot (except for such other improvements as might be stated herein), PROVIDED, HOWEVER, that certain common areas may be designated by the Declarant for recreational purposes, buffer zones, and the use of the owners of residential lots in the subdivision. These areas will be designated by the Declarant and

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shown on the plat of Thornehill referenced above, or on such subsequent plats as the Declarant may later record. No dwelling shall be used for transient or hotel purposes. No commercial activity of any type shall be engaged in or conducted upon any lot.

3. DWELLING COST, QUALITY AND SIZE.

(a) There shall be no dwelling erected on any one of said lots costing less than One Hundred Twenty Five Thousand Dollars ($125,000.00), based upon today's cost of labor and materials, it being the intent and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date that these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size; and,

(b) There shall be no dwelling erected on any one of said lots having less than a minimum of 3000 square feet of heated area, and shall have accommodations for at least two (2) cars; said garage area, attached or unattached, shall have at least 600 square feet of area. Garages shall not face the street or streets servicing the dwelling, except in cases where the lot elevation or design of the dwelling dictates the necessity of this, and in any event, no garage shall face the street unless approved by the Declarant. If such approval is granted, all such garages shall have doors if located on the front of the dwelling.

(c) It is the intent of this paragraph pertaining to "Dwelling Cost, Quality and Size," that a house erected in said subdivision on any one of the lots therein shall:

1. Cost at least $125,000.00 based upon a cost factor as of the date of recording these covenants as stated above, and

2. That the dwelling erected thereon shall have at least 3000 square feet of heated area as stated above.

(d) All drives shall be constructed of concrete, asphalt, or other materials which are approved by Declarant.

(e) Any storage tank or similar facility, as, for exmple, a tank for heating oil, must be buried, and no such tank shall be allowed above ground.

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(f) No outside detached buildings other than a garage shall be constructed, erected, altered, placed, or permitted to remain on any lot, PROVIDED, HOWEVER, that a child's playhouse, dollhouse, or similar building may be allowed to be placed on a lot if it is part of a play area for children, has been specifically approved by the Declarant, and is consistent with the overall design of the dwelling and other structures which might be located on the subject lot, PROVIDED, FURTHER HOWEVER, that a pool house or greenhouse may be placed upon a lot if approved by the Declarant, except that the placement of any such structure on the lot shall not be allowed prior to construction of the dwelling on the lot.

4. BUILDING LOCATION. No part of any dwelling shall be located on any lot nearer than fifty (50) feet to the front lot line. No part of any dwelling shall be located nearer than twenty-five (25) feet to an interior lot line, PROVIDED, HOWEVER, that no part of any building, under any circumstances, can be closer than fifteen percent (15%) of the lot width at the setback line on said lot, to either side of an interior lot line. By way of example only, if the lot in question is 200 feet wide at the setback line, no part of the building shall be closer than 30 feet to either of the two side lot lines. So that no questions can exist, it is the intent of the Declarant that no part of any building shall be closer than 25 feet to an interior lot line, regardless of the distance that would otherwise be allowed by virtue of the lot width at the setback line. No building shall be located on any lot nearer than 25 feet to the rear lot line, the front and rear of said lots to be as designated by the Declarant. Any dwelling shall face toward the front lot line.

5. TEMPORARY STRUCTURES. No structure of a temporary character, such as mobile homes, house trailers, preconstructed buildings of any type, (including mobile homes with wheels removed), campers, metal storage buildings, tent, shack, garage, barn or other outbuildings, shall be used or left on any lot at any time as a dwelling either temporarily or permanently, nor shall it be permissible to stockpile any form of construction materials or any other substance (including the parking of equipment) on any lot which would be unsightly

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6. <u>SUBDIVISION OF LOTS</u>. No lot shall be subdivided, or its boundary lines changed except with the written consent of the Declarant; however, the Declarant hereby expressly reserves to it, its successors and assigns, the right to replat any two or more lots shown on the plat of said subdivision in order to create a building plot or building plots. Any lot after replatting must be approximately the same size or larger than the average lot in the subdivision. For definitional purposes, the size of the average lot shall be determined by taking the total acreage of all 35 lots in the subdivision and dividing it by the number of lots. If a lot or lots shall have already been replatted so that the number of lots in the subdivision is less than 35, the actual number shall be used for computation purposes.

7. <u>ARCHITECTURAL CONTROL</u>. No structure shall be erected, constructed or placed upon any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Declarant 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. The word "structure" shall include any improvement made or anticipated to be made to the property, this to include but not be limited to a residential dwelling, garage or other detached structure, swimming pool and/or pool house, child's playhouse, tennis courts, greenhouses, or fences. At the time said plans are submitted for approval, a landscape development plan must also be submitted for approval. Approval or disapproval by the Declarant for construction of the structures or usage of the lot shall be given in writing within 21 days after the Declarant has received said plans. In approving or disapproving the plans and specifications of proposed construction and/or improvement 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 construction, a permit in writing approving the plans and specifications as submitted, must be issued by the Declarant. Under no circumstances shall construction, improvement, or alteration to the lot occur until a written permit is obtained from the Declarant. After initial

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Declarant, (or to any successor of the Declarant if Declarant has removed itself from further decisionmaking authority pursuant to other provisions of this Declaration hereinafter) and written approval must be given by the Declarant prior to the commencement of construction, pursuant to the same provisions referenced above. Approval of any such plans shall only be given if a majority vote of the Declarant is obtained. (In the event the Declarant has removed itself from further decisionmaking authority pursuant to other provisions of this Declaration hereinafter, the successor to the Declarant shall give written approval or disapproval pursuant to the same terms and conditions that are referenced herein with reference to the Declarant.) As four individuals currently constitute the "Declarant," a three-fourths vote shall be necessary. If for any reason the "Declarant" should become as few as two individuals, a unanimous opinion shall be necessary for approval of any such plans. For the benefit of interested parties, photographs, plans, and specifications of structures and dwellings which have substantial compliance with the intent and purpose of the developer as to the style of structures and dwellings in the subdivision, shall be kept permanently on file by the Declarant at a location that is available upon request to interested parties. For guidance purposes only, and not by way of fully specifying the type of structure to be allowed in the subdivision, it is the intent and purpose of the Declarant that structures of a traditional manner shall be the style allowed for placement in the subdivision. By way of example only, and with no intent of the Declarant to limit the style to these examples only, the following styles are within the intent and purpose of the Declarant: Williamsburg, Colonial, and French Provincial.

8. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved along and over the outside ten (10) feet of each lot on all sides thereof.

9. FENCING AND SIGHT DISTANCE.

(a) No fencing of any type shall be used to enclose the front yard. The "front yard" shall be defined as the distance from the street to wherever the setback line may fall on the particular lot in question. Side and rear yard fencing must have approval of the

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swimming pool. In the event that the location of any structure on a particular lot shall cause questions as to where the setback line is for purposes of placing a fence, as, for example, a corner lot which fronts on two streets, final decisionmaking authority rests solely with the Declarant as to where a fence may be placed on said lot.

(b) No fencing shall be constructed or shrubbery, plants or trees permitted to grow to such height as will obstruct or diminish a clear view of intersecting streets adjacent to any lot. The Declarant 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 Declarant creates a hazardous or unsafe condition to travelers in the area.

10. ELEVATION OF LOT. No substantial changes in the elevation of the land shall be made on the premises, without written approval of the Declarant. In no event shall any grading, construction, or changes in the elevation of the land be allowed which would alter the flow of water to the detriment of adjoining property.

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11. CONSTRUCTION. Construction of any dwelling or structure must be completed with one (1) year after commencement of construction. During the period within which construction is underway, the owner of the lot in question is deemed to be responsible for insuring that the contractor keeps all materials, paper, and trash properly maintained, so as not to create an unsightly condition in the subdivision.

12. YARD MAINTENANCE. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere in sight. It shall be allowable for the lot owner to maintain privacy by encouraging the natural growth of trees, but lawns and shrubbery as planted shall be kept in a neat manner within the confines of any natural growth that is retained by the lot owner.

13. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) feet square, advertising the property for sale or rent, or one sign

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[illegible] than five (5) feet square advertising the property for sale or rent by the builder or other signs by a builder to advertise the

more signs in appropriate areas of the subdivision, stating the name of the subdivision with such other information as might be appropriate, and the Declarant specifically reserves the right to put one or more signs in appropriate areas of the subdivision, stating the name of the street. Certain lots will have express easements reserved to the Declarant and to the Declarant's successors in interest, for the erection of street signs and/or subdivision signs, which easement shall be expressly declared at the time that the lot in question is conveyed by the Declarant to a purchaser or other transferee.

14. 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.

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15. GARBAGE AND REFUSE DISPOSAL. No lot or common area shall be used or maintained as a dumping ground for rubbish, unless specified by the Declarant 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 condition. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and any such containers must be screened so as not to be visible from the streets or public ways serving the subdivision.

16. NUISANCES. No lot 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 will be obnoxious to the eye; nor shall any animal, substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property.

SearchTheArea.com ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except

household pet shall be the responsibility of the owner, and no household pet shall be allowed to be or become a nuisance to other lot owners or residents in the subdivision.

18. <u>VEHICLE COVER.</u>

(a) No commercial or disabled vehicles, boats, boat trailers, motor homes, campers, or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless kept in a completely enclosed garage so that same shall not be visible from any street or public way.

(b) No lot shall be used to repair or restore any motor vehicle or boat, whether the work is performed by the owner or any other party.

(c) Temporary, part-time, and/or permanent employees of any lot owner in the subdivision shall be required to park their motor vehicles on the premises of the lot owner in question, and under no circumstances shall parking of vehicles be allowed or permitted on the streets and public ways of the subdivision. This shall not be interpreted to prohibit parking on the streets and public ways when a special gathering or event is held at a lot owner's dwelling, and the number of vehicles present exceeds the amount of space available on the lot owner's premises.

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19. <u>CLOTHESLINE.</u> Clotheslines or drying yards shall be so located as not to be visible from any streets serving the premises.

20. <u>ELECTRONIC EQUIPMENT.</u> Antennas such as HAM radio towers and Citizen Band towers or any such similar electronic receiving or sending device, shall not be allowed and are expressly prohibited. Home television antennas, however, may be used, if discreetly placed on rooftops within the development. Satellite receiving dishes shall only be allowed if the dish is 24 inches or less in diameter, and if installation may be made so that the discreet placement of the dish on the rooftop of the dwelling, can be done so that it does not interfere with the harmony of design of the structure in question, and provided further, however, that satellite receiving dishes may only be installed

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[illegible] written approval of the Declarant, or the successor to the Declarant if Declarant shall be removed from further involvement in the

natural beauty of Thornehill Subdivision is the large abundance of virgin timber and beautiful trees. Consistent with the overall developmental plan of the Declarant, under no circumstances shall any clear cutting be allowed on any lot or common area in the subdivision. The Declarant (or the Homeowners Association hereinafter referenced if the Declarant shall be removed from further involvement in the subdivision) is hereby mandated to insure that no violation occurs, and injunctive relief shall be immediately sought by the Declarant if such a scheme of timber or tree removal shall become evident. This provision shall not be interpreted to prevent a lot owner from removing a tree or trees that is creating or is about to create a hazardous or unsafe condition to the owner of the lot or owners of adjoining lots. Neither shall this provision be interpreted to prevent the removal of a tree or trees which is diseased. However, written notification shall be given to the Declarant, stating (a) the reason for the removal of any tree, and (b) the date and method by which it is anticipated that removal will be made. After written notification has been given to the Declarant, if no affirmative steps have been taken by the Declarant to deny permission for the requested tree removal within seven (7) days from the date said notice is received by the Declarant, the lot owner shall be allowed to remove the tree or trees that is creating or is about to create the hazardous or unsafe condition.

22. SWIMMING POOLS. Any swimming pool, wading pool, or other type of structure containing water for recreational use shall be placed on any lot in such a manner so as to be behind the setback line on the lot in question, it being specifically prohibited that anything similar to this can be constructed or placed in the front yard of a dwelling. In any event, location of this type improvement must be approved in writing by the Declarant prior to the construction and/or installation. All swimming pools, wading pools, or other similar structures must be constructed and installed below ground level, and in no event shall one be permitted above ground level. Each lot owner shall landscape the swimming pool, wading pool, or other structure, either with shrubbery, a conventional fence, or some other landscaping tool, so that privacy of the swimming area is maintained and so that said area is not readily

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provisions of these Restrictive Covenants relating to the installation of fences. This provision shall not be interpreted to prohibit a small inflatable or similar wading pool for small preschool children, if the privacy of the area is otherwise maintained as required *herein*.

23. MOTORIZED VEHICLE USE. All motorized vehicles, including but not limited to four-wheeled, three-wheeled, and two-wheeled vehicles, this to include but not be limited to go-carts, three wheelers, motorcycles, motorbikes, and mopeds, must contain a muffler system to reduce noise so as not to create an annoyance or nuisance to the lot owners in the subdivision by reason of the operation of said vehicle. In no instance will any of the above referenced motorized vehicles be permitted to operate on any of the walkways, paths, or other common areas of the subdivision.

24. HOMEOWNERS' ASSOCIATION. In order to establish, regulate, and maintain certain common areas within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for deed for any lot in the subdivision, including any individual, individuals, or entity that might acquire an ownership interest in any lot by virtue of a devise or intestate succession or by any other method, including, but not limited to the holder of a mortgage as security in good faith for value which acquires an interest through foreclosure; agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Thornehill Homeowners' Association, Inc., a non-profit corporation. (For membership rules, see Paragraph 25 hereinafter, entitled "HOMEOWNERS' ASSOCIATION MEMBERSHIP.") Declarant agrees to establish such a corporation and to convey to it, prior to or at the time that twenty (20) lots are sold in the subdivision, all common areas as designated on the plat or plats of the subdivision (or on such subsequent plats as the Declarant may commission), said plat or plats to be recorded simultaneously with a written declaration furnishing notice that said corporation has been established and said common areas are being conveyed to said corporation, PROVIDED, HOWEVER, that Declarant specifically reserves the right to itself and its heirs, administrators, successors, and assigns for the option of first refusal to re-acquire

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common area or areas so designated on said plat or plats are ever abandoned or offered for sale by the Thornehill Homeowners' Association, Inc. The Declarant shall not be a member of the Homeowners' Association in its capacity as developer and shall not be required to pay any membership fees or annual dues or assessments as may be levied from time to time by the Association. However, insofar as each individual Declarant might own a lot in the subdivision for his personal use and benefit, and not in his capacity as Declarant, said individual shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Thornehill Homeowners' Association, Inc.

25. HOMEOWNERS' ASSOCIATION MEMBERSHIP. At such time as an ownership interest is acquired in a lot pursuant to the terms of Paragraph 24 above referenced, a share of stock in Thornehill Homeowners' Association, Inc., shall be transferred to each lot owner upon the payment of the then established share value, which share shall be non-assignable and shall be tranferable only with the conveyance of the lot from time to time. As referenced below, membership in the Homeowners' Association shall be appurtenant to and may not be separated from, ownership of the property which is subject to assessment. As any lot within the subdivision is re-conveyed, the ownership of the one share of Thornehill Homeowners' Association, Inc., shall automatically vest in the new owner of the lot upon the deed recordation. Each selling lot owner shall notify the Association of the conveyance of said lot and shall immediately deliver custody and possession of the original share of stock in the Association to the Association. The Association shall be charged with effecting a change of name on the corporate books and issuing a new share of stock to the new lot owner, simultaneously cancelling the old share of stock. In the event a lot shall be sold without notice being given to the Association, and if the share of stock is not delivered within thirty (30) days from the date of sale to the Association, then said share of stock belonging to the selling lot owner shall be marked as cancelled on the books of the Association, and the secretary of the Association shall issue a new share of stock to the new lot owner, dated the date of the deed recordation.

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26. ASSESSMENTS. Any Grantee, his heirs, executors, administrators, successors, and assigns, in accepting a deed or contract for

to time as the Thornehill Homeowners' Association, Inc., shall elect the pro rata share of the expenses incurred by the Association for the establishment and maintenance of the common area of the subdivision provided for the benefit of residents of and property owners in the subdivision. Such assessment shall be levied by the Association in accordance with its by-laws. The assessment in this regard shall be paid promptly when same becomes due, and in the event of a lot owner's failure to pay same promptly when due, the amount of assessment, together with interest at the legal rate and the penalty as established below and as regulated from time to time by the Association, shall constitute a lien upon the premises of each resident or property owner, shall remain a lien until paid in full, and may be enforced in equity as in the case of any lien foreclosure. The sale or transfer of any lot in the subdivision shall not affect any lien for assessments provided herein. If any owner of a lot desires to sell his lot, he may, in order to assure a prospective purchaser that no charges or assessments remain unpaid, request from the Homeowners' Association, a written certification that no past due charges or assessments exist, whereupon it shall be the duty of the Homeowners' Association to so certify immediately upon request and without charge. As the case may be, the Association may also certify that certain charges remain unpaid, in which event the Association shall not be required to transfer membership on its books or allow the exercise of any rights or privileges of membership by any member unless and until all the assessments and charges due have been paid. The by-laws of Thornehill Homeowners' Association, Inc., shall provide that after the initial assessment amount has been established by Declarant, that said assessment may be increased or decreased as is necessary to defray expenses for the maintenance of the common areas. The failure of a resident or property owner to pay any assessment may be enforced either jointly or severally by the Homeowners' Association, by the Declarant, or by other property owners in the subdivision. Membership in the Homeowners' Association shall be appurtenant to and may not be separated from, ownership of the property which is subject to assessment. The owner of every lot located in the subdivision shall be a member of the Association and shall be entitled to one (1) vote, regardless of th[illegible]

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. . . . , said owners will be entitled to only one (1) vote as determined between them; and if an agreement cannot be reached by said joint owners at the time of the vote, then the vote shall not be counted.

27. INITIAL FEES AND ASSESSMENTS. There shall be an initial membership fee assessment in the amount of Two Hundred Fifty Dollars ($250.00) (which amount shall be subject to change as improvements are erected and as the value of the property in the subdivision increases) for the privilege of being a member of the Thornehill Homeowners' Association, Inc. This initial fee shall be paid to the Association at the time of the purchase of the lot. This is a one-time fee for each lot, and once a lot has been purchased from Declarant, there will be no additional membership fee at the time of a subsequent conveyance or transfer of title. This initial membership fee shall be used to establish a reserve account for the Association, which money shall be used for the maintenance of the common areas, the subdivision entrance, street or road signs, and any gate or gatehouse that might be erected at the main entrance to the subdivision, and for any other matters that the Association should desire and deem necessary for the safety, comfort, welfare, and enjoyment of the owners of the lots in the subdivision. The Association shall have the right to determine the amount of funds necessary to maintain the common areas on a yearly basis, and to levy the assessment on each of the property owners. Notice of the assessment shall be given by regular United States mail to the mailing address which every property owner shall be required to give the Association at the time of acquiring an ownership interest in any lot. If a lot owner is delinquent for a period of thirty (30) days, a second notice will be sent to said lot owner. In the event said lot owner does not correct such deficiency in the second thirty (30) day period, from the date said levy became past due, interest shall accrue at the then current legal rate, and an additional fee of One Hundred Dollars ($100.00) shall be charged in order to compensate the Association for any expenses it might incur. Upon a lot owner being delinquent for a second time, there will be a Two Hundred Dollar ($200.00) charge, and likewise each additional time, a One Hundred Dollar ($100.00) additional charge will be added.

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TO MORTGAGES.

(a) The lien and permanent charge of the monthly assessments (together with interest thereon and cost of collection) authorized herein with respect to any lot is hereby made subordinate to the lien of any mortgage placed on such lot if, but only if, all such assessments with respect to such lot having a due date on or prior to the date such mortgage is filed for record have been paid.

(b) Such subordination is merely a subordination and shall not relieve the property owner of the mortgaged property of his personal obligation to pay all assessments coming due at a time when he is the property owner; shall not relieve such property from the lien and permanent charge provided for herein (except to the extent a subordinated lien and permanent charge is extinguished as a result of any such subordination as against a mortgage or such mortgagee's assignee or transferee by foreclosure or levy and execution); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any proceeding executing upon the property shall relieve any existing or previous property owner of such property or the then and subsequent property owners for liability for any assessment provided for hereunder coming due after such sale or transfer.

(c) Notwithstanding the foregoing, the Homeowners' Association may at any time, either before or after any mortgage or mortgages are placed on such property, waive, relinquish or quit-claim in whole or in part the right of the Homeowners' Association to assessments provided for hereunder with respect to such property coming due during the period while such property is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

29. TERM. 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 forty (40) 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 in the subdivision has been recorded, agreeing to change said Covenants in whole or in part.

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30. CHANGE OR AMENDMENT. Until such time as the original Declarants substitute the Homeowners' Association in their place and stead pursuant to the terms of Paragraph 30 hereinafter, the terms and provisions of these restrictions may only be changed or amended by an instrument in writing signed by all of the Declarants. After the Declarants withdraw from active involvement in the management of the subdivision pursuant to the terms of Paragraph 30 hereinafter, the terms and provisions of these restrictions may only be changed or amended by an instrument in writing signed by 75% of the lot owners in said subdivision, PROVIDED, HOWEVER, that it shall also be necessary to have the consent of a majority of the original Declarants (or the survivors of them) so long as they shall continue to reside in the subdivision, or so long as any of the Declarants might own a lot in the subdivision in his individual capacity for his personal use and benefit, and not in his capacity as Declarant. If only two (2) of the Declarants continue to reside in the subdivision or own a lot in the subdivision for their personal use and benefit, the consent of both shall be necessary. At such time as less than two (2) of the Declarants shall reside in the subdivison or own a lot in the subdivision for their personal use and benefit, a 75% vote of the lot owners in the subdivision shall be sufficient to so change or amend these restrictions. So that no questions can exist, it is the intent of this provision that a 75% agreement be obtained in addition to the vote of the Declarants. Further, at such time as the original Declarants shall determine that the purposes of the subdivision have been largely accomplished, they can so declare this in an instrument in writing, in recordable form, and withdraw from active involvement, affirmatively stating at that time in said document that the right to manage or control the subdivision has been relinquished to the Homeowners' Association. After this withdrawal, it shall not be necessary to obtain the consent of any of the Declarants, except as they might constitute a portion of the 75% vote needed for a change or amendment in these restrictions. The owner(s) of each lot, including the Declarant herein, shall have one (1) vote for each lot owned. In the event of joint ownership of a lot or lots, and if an agreement cannot be reached by said joint owners of the

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31. SUBSTITUTION OF HOMEOWNERS' ASSOCIATION FOR DECLARANT. At such time as the original Declarants, who control and maintain the property during the developmental phase of the subdivision, shall determine that the purposes of the subdivision have been largely accomplished, they can so declare this in an instrument in writing in recordable form, and withdraw from active involvement in the management of the subdivision, affirmatively stating at that time in said document that the right to manage or control said subdivision has been relinquished to the Homeowners' Association. In this event, and upon the recordation of such an instrument relinquishing the right to manage or control said subdivision to the Homeowners' Association, all references to Declarant in this Declaration of Protective Covenants, Restrictions, Reservations and Easements for Thornehill, shall be read so that the phrase, "Homeowners' Association," is taken in the place and stead of "Declarant," thereby vesting control and management of the subdivision in all respects in the Homeowners' Association. (NOTE: The substitution of the Homeowners' Association for the "Declarant" shall not be read so that the option of first refusal for re-acquiring the common areas shall belong to the Association. In all events, this right shall belong to the Declarants. See Paragraph 24 above.) In no event shall any provision of this instrument be interpreted to allow the Homeowners' Association to force such a decision from the Declarant; only the voluntary determination of the Declarant as referenced herein, in an instrument in recordable form, shall be sufficient to accomplish this purpose.

32. PARAGRAPH HEADINGS. Paragraph headings, sub-headings, and/or designations are for the sake of convenience only, and shall not be a determining factor in dealing with any questions that might arise concerning the intent, meaning, or interpretation of any provision of this Declaration.

33. GENDER USAGE. The use of the masculine form of pronoun is for the sake of convenience only, and the masculine form shall be held to include the feminine form as is necessary to give full effect and meaning to this Declaration.

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34. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against

violate any covenant, either to restrain violation or to recover damages, or both, as the case may be.

35. SEVERABILITY. Invalidation of any one or more 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.

All of the covenants, restrictions, reservations, easements, and servitudes set forth herein shall run with the land and any 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 such covenants, restrictions, reservations, and servitudes jointly, separately, and severally.

IN WITNESS WHEREOF, the said Declarant has caused their hands and seals to be hereunto affixed this _____ day of ___________________, 1986.

WITNESS:

______________________________ ______________________________
ODELL SHORT
____

WITNESS:

______________________________ ______________________________
WILLIAM G. GURLEY, JR.
____

WITNESS:

______________________________ ______________________________
W. GLENN GURLEY, SR.
____

WITNESS:

______________________________ ______________________________
ROBERT WHITESIDES
____

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF ANDERSON)

Personally appeared before me ______________________________ and made oath that __he saw the above named parties sign, seal and as their act and deed, deliver the within written Declaration of Protective Covenants, Restrictions, Reservations and Easements for Thornehill, and that __he with ______________________________ witnessed the execution thereof.

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SWORN to before me this _______ day of ________________, 1986.