

1642-799

STATE OF SOUTH CAROLINA)

COLUMBIA, SC)
COUNTY OF GREENVILLE)

1999 JUN -2 P 1:16

CLERK OF DEEDS

DECLARATION OF RESTRICTIVE
COVENANTS

ASHMORE SPRINGS SUBDIVISION
PLAT BOOK 39W, PAGE 68

SEE ALSO REVISED PLAT
PLAT BOOK 39W, PAGE 72

The undersigned, Ashmore Springs, LLC, hereinafter referred to as "Declarant" or "Owner", being the owner of all numbered lots in the subdivision known as Ashmore Springs Subdivision, located in Greenville County, South Carolina as shown on Plat recorded at Book 39W at Page 68 in the RMC Office for Greenville County does hereby impose on all numbered subdivision lots (including lots in Phases I, II and III) restrictions hereinafter set forth. These covenants are to run with the land and shall be binding upon all persons claiming under them until May 15, 2019, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless, by no later than 180 days after said date, an instrument adopted by a vote of a majority of the then owners, agreeing to change said covenants in whole or in part, is placed on record in the RMC Office for Greenville County. These restrictions may be amended, changed, or altered prior to May 15, 2019, only by a unanimous vote of the then owners of all of said lots. When voting is required by these Restrictive Covenants, each lot shall be entitled to one vote and only one vote, irrespective of the number of owners of an individual lot. If the undersigned, their heirs and assigns, any lot owner in said subdivision, or anyone else, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing such violation, or to recover damages.

Invalidation of any one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

I. PURPOSE OF RESTRICTIVE COVENANTS

The fundamental object and purpose of these Restrictive Covenants is to create a harmonious development of this subdivision in order to prevent the building of any structure which would be out-of-keeping with the other dwellings, to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, to preserve the value of the property owned and developed by the owners of lots in the subdivision, and to secure to each lot owner the full benefit and enjoyment of his home.

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II. USES PERMITTED AND PROHIBITED

2.1 Multi-sectioned manufactured or modular homes are permitted within the subdivision, however, no single wide manufactured or single wide modular homes will be allowed. Multi-sectioned manufactured or modular homes must be at least two sections with a minimum of twelve feet (24') per section. Any multi-sectioned manufactured or modular home shall have brick or concrete board (i.e. Hardi Board) curtain walls (commonly referred to as underpinning or skirting), gutters and downspouts, brick or architecturally designed wood front stoop/porches and steps, paved driveways, approved mailboxes and posts, approved landscaping, and rear porches/decks installed within thirty (30) days after placing the home on the lot. All hitches and transportation gear used in transporting the home to the lot shall be removed from the home upon setup.

2.2 All numbered lots in this subdivision shall be known and described as residential lots and each lot shall be used exclusively for single family residential dwelling. No structure shall be erected, altered, placed, or permitted to remain on any such lot other than a detached single-family dwelling and a garage for private automobiles, with the exception that storage facilities may be constructed on any lot, providing that the plans for said facilities are pre-approved in writing by the Architectural Committee designated hereinafter. A garage may be detached from a dwelling.

2.3 No recreational vehicle, basement, tent, garage, storage buildings, or other outbuilding erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

2.4 No noxious or offensive activity shall be permitted on the property subject to these covenants, or shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose.

2.5 Any fuel oil tanks or containers shall be covered or buried underground, consistent with normal safety precautions.

2.6 No animals shall be kept, maintained or quartered on any lot except that cats, dogs, and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants provided that they are contained on each individual lot. No beehives may be located on any lot. The Architectural Committee is authorized (but not required) to issue reasonable rules for the protection of all owners in this subdivision relating to the number of pets which may be kept on any numbered lot.

2.7 Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or views from surrounding property may be adversely affected, or where traffic hazards may be created.

2.8 Provisions must be made by the property owners for off street parking of vehicles, as the parking of such vehicles on street rights-of-way for long periods of time during the day or night will not be permitted.

2.9 The total area of all driveways shall be paved by plant mix concrete or asphalt. No stone driveways or parking areas will be permitted.

2.10 Recreational vehicles, boats, trash cans and wood piles must be located so that they will not be visible from the street. No clothes drying lines are permitted.

2.11 Particular care must be given to the design and location of carports or garages and their placement has to be approved by the Architectural Committee.

2.12 No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 24 inches high.

2.13 Nothing herein contained shall be construed to prevent Declarant, its successors and assigns from maintaining temporary offices, or a temporary storage building or storage area on any lot while the subdivision is in the process of being developed. Nothing herein contained shall be construed to prevent Declarant, developer, or builders, from using off-street parking and other areas for normal building practices.

2.14 In the event construction of any (stick built) dwelling is commenced on any lot in this subdivision and work is abandoned for a period of thirty (30) days or longer, without just cause, or should any dwelling remain unfinished for a period of six (6) months from the date construction began, without just cause, then and in either event the Architectural Committee shall have (1) the authority to complete structure at the expense of the owner and shall have a lien against the land and all improvements to the extent of any monies expended for said completion, but said lien shall at all times be subordinate to the lien of any prior recorded mortgage or mechanic's lien (but the Committee shall have the right to contest the validity and amount of such liens), or (2) the authority to remove the improvements from the property and the expense of said removal shall constitute a lien against the property which lien shall be subordinate to the lien of any prior recorded mortgage or mechanic's lien. Said liens shall be foreclosed in the same manner as the foreclosure of real estate mortgage. No action shall be taken under this paragraph without giving written notice to the owner with a copy of said notice to any mortgagee or other lien holder of the proposed actions to be taken and to be given ten (10) days to show cause.

2.15 No vehicles shall remain abandoned on any property (including any numbered lot) or street in this subdivision and should the same be abandoned or unattended for seven (7) days, the same may be removed and stored at the expense of the owner. No property owner or his invitee, licensee, or agent shall park any vehicle on any street in this subdivision except on a temporary basis. Said vehicles should be parked in garages, carports, or driveway areas. All motor vehicles belonging to property owners, their invitees, licenses, or agents shall maintain a current license tag.

2.16 In the event a lot is enlarged as provided for in these restrictions, the easement for drainage and utilities along all side and rear lot lines as called for on the recorded plat shall be moved to the new side line or rear line of the enlarged lot in place of the original lines.

2.17 The easement along all side lines referred to above is specifically reserved by the Declarant together with such other easements as may appear on the recorded plat. The reservation of said easements shall include the right to cut trees and shrubs, grade swales or ditches, lay drain pipes, or do such other things as may be reasonably necessary and required to provide for necessary drainage. The Declarant shall have the right to perform said work but shall not be required to do so. The Declarant may assign said rights to other interested parties.

2.18 No satellite dishes over 24" in diameter will be allowed on any lot. Location of any satellite dish must be at the rear of the house.

2.19 The property within the subdivision is hereby declared to be a bird and wild animal sanctuary and hunting is hereby prohibited.

2.20 Additional real property may become subject to these Restrictions and Protective Covenants without the approval of any purchaser or transferee of any lot in Ashmore Springs Subdivision, by the filing of record by Declarant of Supplementary Restrictive Covenants and Protective Covenants with respect to additional property. The Supplementary Restrictive Covenants shall automatically extend the scheme of these Restrictive and Protective Covenants to such property. Such Supplementary Restrictive and Protective Covenants may contain such additions and modifications of these Restrictive and Protective Covenants as may be necessary to reflect the different character of added properties, but in no event shall such Supplementary Restrictive and Protective Covenants revoke, modify or add to the covenants established by these Restrictive and Protective Covenants in regard to any lot in Ashmore Springs Subdivision.

2.21 The owner of each numbered lot, improved or unimproved, shall keep the same free of all tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which numbered lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary, or a hazard to health. In the event the owner of any numbered lot fails to comply with the terms of this paragraph, the Declarant or Homeowner's Association shall have the right (but not the obligation) to go upon such numbered lot and to cut and remove tall grass, undergrowth, weeds, rubbish, and other unsightly or undesirable things and objects therefrom, and to do all other things and perform and furnish any labor necessary or desirable in its judgment to maintain the numbered lot in a neat and attractive condition, all at the expense of the owner of such numbered lot, which expense shall become payable by the owner to the Declarant or Homeowner's Association on demand, and if not paid on demand by such owner, the reasonable cost of such shall be added to and become a part of the annual assessments hereinafter provided, to which such numbered lot is subject. Neither the Declarant, Homeowner's Association nor any of its

agents, employees or contractors shall be liable for any damages to any person which may result from the exercise of any of the rights conferred upon them as set forth in this paragraph.

2.22 Any camper, boat, trailer, vehicle, recreational vehicle, or items not in daily use placed upon any lot must be stored in an inconspicuous manner.

2.23 Any and every container used to store garbage, refuse, and debris until collected by public or private waste disposal service shall be stored on each lot so that it shall be out of sight from all streets. The Architectural Committee may prohibit the unsightly storage of any refuse and debris in its absolute discretion.

2.24 No lot owner shall be allowed to conduct more than three (3) one-day yard sales per year on any individual lot.

2.25 The parking of large trucks or school buses on any area within the subdivision is prohibited.

III. SETBACKS, LOCATION AND SIZE, IMPROVEMENTS, AND LOTS

3.1 No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded plat. No residence shall be nearer to any side lot line than a distance equal to 10% of the width of the lot measured at a point perpendicular from the side lot line to the nearest corner of the house.

3.2 Any type of storage building erected shall be placed inconspicuously behind the house out of view, and no nearer than five feet (5) to any side or rear lot line.

3.3 No wall, fence, or hedge in the front yard shall be erected across or along the front of any yard, except for driveways and walkways. No fence, hedge, wall or any other type of permanent structure shall be erected, placed, or allowed to remain in the area of any numbered lot lying between the front setback line, as shown on the recorded plat and the edge of any street or avenue. All walls, fences or hedges proposed to be erected or placed on any lot in this subdivision, whether in the front or back, or as part of the original residence designed or a later addition or additions, must first receive the written approval of the Architectural Committee. All fences must be constructed of wood, brick or approved type of chain link.

3.4 No numbered lots in this subdivision shall be recut so as to face any direction other than as shown on the recorded plat hereinabove referred to, nor shall any of said lots be resubdivided so as to recreate an additional building lot. This provision is not intended to prevent cutting off a small portion or portions of any lot for the purpose of conveying the same to an adjoining property owner or straightening a boundary line.

3.5 Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one or more lots as a single residential unit, provided written approval thereof shall first be obtained from the Architectural Committee and, provided further, said site faces as required by these Restrictions and the recorded plat.

3.6 The following floor space requirements shall apply to the residences in this subdivision. In calculating the minimum floor space, the heated area of the residence shall be included. Porches, garages and breezeways shall be excluded from this calculation:

One story residences	960 square feet
Two story residences	1400 square feet

In the event that there is a question concerning the calculation of the square footage for a particular residence, for any reason, the decision of the Architectural Committee shall be conclusive, final and binding in regard to the final determination of the approval of the square footage for the subject floor plan.

3.7 No garage or other outbuilding more than one story in height shall be erected upon any numbered lot.

IV. ARCHITECTURAL COMMITTEE

4.1 The Architectural Committee shall be composed of R. Gerald Rye and Barry B. White, either one of whom may make any decision on behalf of the Architectural Committee provided for under the terms and conditions of these Restrictive Covenants. After all lots in the subdivision (including Phases I, II, and III) have been sold, the Board of Directors for Ashmore Springs Homeowners Associate, Inc. (the "Association") shall appoint a new Architectural Committee to replace R. Gerald Rye and Barry B. White. The terms of such Architectural Committee shall be for one year and shall include the President of the Association.

4.2 In the event of a vacancy or failure to act by a member of the Association elected Architectural Committee, the vacancy shall be filled temporarily or permanently as may be necessary by the remaining member(s) of the Committee. The members of the Architectural Committee can be appointed for additional terms with no limit on the number of additional terms to which they can be reappointed.

4.3 No improvements shall be erected, placed, altered, or changed on any lot in this subdivision until and unless the building plans, specifications, and a plat showing the proposed type of construction, exterior design and location of such residences have been approved in writing by the Architectural Committee.

4.4 In order to prevent duplication of improvements to be constructed in this subdivision the Architectural Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvements with its major features so similar to an existing building or improvements as to be considered a

substantial duplication thereof in the discretion of the Committee. The Architectural Committee shall have the right to refuse to approve any such plans, specifications, plat, plans, or landscape plans which in its opinion and discretion are not suitable or desirable. In so passing upon such plans, specifications, plot plans or landscape plans, the Committee shall take into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings, and what effect it will have on other residences already constructed, and what effect it will have on the outlook from adjacent or neighboring property. This provision shall not apply to the undersigned.

4.5 In the event that the Committee fails to approve or disapprove such plans within twenty one (21) days after they have been submitted to it, or if no suit to enjoin the erection or alternation of such building or improvement has been commenced before such erection or alternation is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been complied with fully. The term "building or improvement" shall be deemed to include the erection, placement, or alternation of any wall, fence, driveway, or parking area.

4.6 Application for approval as required herein shall be made to the Committee at the office of R. Gerald Rye, P.O. Box 26915 Greenville, SC 29616 until such time as the Association elected committee designates a new address. The application of the building plans, specifications, plot plans and landscape plans shall be submitted in duplicate. One copy of such plans and specification will be retained by the Committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

4.7 The Committee is authorized to approve or ratify any minor violation of the requirements herein set forth under Section III, "Setbacks, Location and Size, Improvements, and Lots." However, the Committee does not have the authority to approve any violations of Greenville County Planning Commission, Engineering, or Zoning Laws.

ASHMORE SPRINGS HOMEOWNER'S ASSOCIATION

A non-profit corporation (Ashmore Springs Homeowners Association, Inc.) shall be formed by the lot owners when Declarant has sold thirty-five (35) or more lots in said subdivision. The purpose of the homeowner's association is for maintaining all common areas, entrance markers, walls, fences, landscaping, irrigation system, lights, sidewalks, and subdivision signs, planning social activities, and addressing such other matters as provide for the common good of the subdivision lot owners and promote a harmonious and desirable living environment in Ashmore Springs Subdivision. All lot owners in Ashmore Springs Subdivision (including phases I, II, and III) will automatically be members of the Homeowner's Association once it is formed and will be bound by the By-Laws thereof. The following shall be the By-Laws of Ashmore Springs Homeowner's Association, Inc.

I. GENERAL

A. Office of the Association. The office of the Association shall be at a place to be determined by the Association.

B. Fiscal Year. The fiscal year of the Association shall be the calendar year.

C. Purpose. The Association has been organized for the purpose of administering Ashmore Springs Subdivision when Ashmore Springs, LLC has completed each Phase as provided in these Restrictive Covenants. However, Ashmore Springs, LLC at its sole discretion shall design, develop, and sell the property in Phases I, II, and III.

D. Filing. The Bylaws shall be annexed to the Building Restrictions and made a part thereof.

E. Application. These Bylaws shall apply automatically to all lot owners, tenants of such owners, employees of owners and tenants, and any other persons who use the lots, or any part thereof.

II. MEMBERS

A. Definition. "Member" as used in these Bylaws shall mean and include a lot owner, co-owner, and each of their respective heirs, representatives and successors. Any person becoming a lot owner shall automatically become a member of the Association and be subject to these Bylaws, and this membership shall terminate without any formal action of the Association whenever such person ceases to be a lot owner, but such termination shall not relieve any such former lot owner from any liability or obligation incurred under, or in any way connected with, the subdivision during the period of this ownership and membership, or impair any effective remedies which the

Association or others may have against such former lot owner arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto.

B. Vote of Members. On all matters upon which the members are entitled to vote, there shall be one vote for each lot whether owned singularly, as tenants in common, or otherwise.

C. Annual Meeting. Annual meetings of members after the initial meeting shall be held at the office of the Association, or at such other place as the President may designate, at 6:00 o'clock p.m. on the first Tuesday in November of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day.

D. Special Meetings. Special meetings of members shall be held whenever called by the President or Vice President, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the total votes of the Association.

E. Notice of Meetings. Notice of all meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than five (5) days, nor more than thirty (30) days, prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived in writing either before or after meetings, and attendance at any meeting by a member shall be deemed a waiver of the notice requirements with respect thereto, unless such member delivers written objection of failure to comply with such notice requirements to the person presiding at the meeting.

F. Quorum. A quorum at meetings of members shall consist of persons entitled to cast a majority of the total votes of the Association. The joinder of a member in the act of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

G. Residences Owned Jointly, etc. The vote of the owners of a lot owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the lot or by the agent of such corporation or other entity, or by a general partner of a partnership, as the case may be, and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such members shall not be considered in determining the requirement for a quorum for any other purpose.

H. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

I. Approval Without Meeting. Approval or disapproval of a member upon any matter, whether or not the subject of an Association meeting, shall be by the same person authorized to cast the vote of such member if in an Association meeting.

J. Adjourned Meetings. If any meetings of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

K. Presiding Officer. The presiding officer at all meetings shall be the President, in whose absence the Vice- President shall preside. If neither such officer is present, the members shall elect a chairman to preside at that particular meeting.

L. Order of Business. The order of business at annual meetings of members, and as far as practical at all other meetings of members, shall be:

1. Calling of the roll and certifying of proxies;
2. Proof of notice of meeting or waiver of notice;
3. Reading and disposal of any unapproved Minutes;
4. Reports of officers;
5. Reports of committees;
6. Unfinished business;
7. New business; and,
8. Adjournment.

M. Powers and Duties of Members. Powers and duties of members shall be those powers and duties specifically and exclusively required by the Building Restrictions and/or these Bylaws to be exercised and to be performed by the Association, which powers and duties shall be exercised and performed upon a majority of the total vote of the Association, except as otherwise provided in the Building Restrictions or these Bylaws. Such powers and duties shall include, but not be limited to, the following:

1. Election of Board of directors and Officers, as provided in these Bylaws.
2. Removal of any Officer or board member upon vote of 75% of the total vote of the Association, and election of a replacement therefor upon vote of a majority of said total vote of the Association at any regular or special meeting thereof.
3. Determination whether to construct, repair, reconstruct or rebuild such improvements as may be approved by the Association.
4. Promulgation of regulations, as provided in the Building Restrictions.
5. Proposal and approval of amendments to the Building Restrictions as provided in the Building Restrictions.
6. Approval of amendments to the Bylaws, as provided in these Bylaws.
7. Approval of assessments to lot owners as provided herein.

III. POWERS AND DUTIES OF BOARD OF DIRECTORS AND OFFICERS

A. Elected Board of Directors and Officers. The members of the Association, by vote of a majority of the whole membership, shall elect annually from the membership of the Association a Board of Directors consisting of a President, Vice-President, Secretary, Treasurer and two additional board members. No person may hold more than one such office at the same time. Such officers and board members serve without compensation.

B. Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except to the extent otherwise expressly required or authorized by the South Carolina Nonprofit Corporation Code or this Declaration, the Association's Bylaws or Articles of Incorporation, the powers inherent in or expressly granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Members. The Board shall appoint such committees of the Association as they in their discretion determine to be appropriate in the conduct of the affairs of the Association.

C. President. The President shall preside at meetings of the members and shall exercise such other powers and perform such other duties as shall be prescribed by the Association.

D. Vice-President. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Association.

E. Secretary. The Secretary shall keep the minutes of all proceedings of the members. He shall attend to the giving and serving of all notices to the members and other notices required by law. He shall keep the records of the Association, and shall perform such other duties incident to the office of Secretary as may be required by the Association or the President.

F. Treasurer. The Treasurer shall be responsible for maintaining all books of accounts and bank accounts and shall perform such duties as the Association shall direct.

IV. FISCAL MANAGEMENT OF THE ASSOCIATION

The provisions for fiscal management of the Association shall be supplemented by the following provisions:

A. Assessments

1. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each member of the Association. Such an account shall designate the name and address of the member, the amount of each assessment against the member, the dates and amounts in which the

assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. Ashmore Springs, LLC Financial Supplements. Ashmore Springs, LLC will supplement the homeowner's association budget for Phase II until such time as seventy percent (70%) of the lots in Phase II are sold and for Phase III until such time as seventy percent (70%) of the lots in Phase III are sold.

B. Budget.

1. The Association shall prepare a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to, the following items:

(a) Common expense budget:

- (1) Maintenance and operation of common areas (that Association is to maintain);
- (2) Casualty insurance;
- (3) Liability insurance;
- (4) Administration;
- (5) Water and sewer charges, if any;
- (6) Charges for electricity and gas used in common areas; and,
- (7) Other.

(b) Proposed assessments against each member:

- (1) Common expense budget; and,
- (2) Other.

2. Copies of the budget and proposed assessments shall be transmitted to each member on or before October 15th preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

C. Bank Accounts. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Association and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by the Treasurer or such other person designated by the Association.

D. Audit of Accounts. An audit or review of the accounts of the Association shall be made when deemed necessary by the Association by a certified public accountant, or firm of accountants, and a copy of the report of such accountant with respect thereto shall be made available to each member not later than two (2) weeks following receipt of the report.

E. Fidelity Bonds. Fidelity bonds may be required by the Association from all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall be paid by the association.

V. ASSESSMENTS

1. All the numbered lots on the recorded plat shall be subject to an annual maintenance charge or assessment to be established at such time as the Association is formed. The first annual assessment of One hundred and no/100ths dollars (\$100.00) shall be prorated and shall be due and payable on the following January 1st or July 1st, whichever first occurs, and thereafter annual assessments shall be due and payable in advance on each and every succeeding January 1st; however, no assessment shall be levied against Declarant, for any unsold lots it continues to own after the formation of the Home Owners Association.

The assessment shall remain the same until it is increased, decreased or discontinued, as from time to time may be determined by a majority vote of property owners of lots of said subdivision (there being one vote for each lot in the subdivision whether owned singularly, as tenants in common, or otherwise). I

2. ALL sums payable as set forth above shall be payable to Ashmore Springs Homeowners Association, Inc. and the amount so paid shall be administered by the board of directors of said Association and may be used for the functions herein set out, and it is expressly stipulated that the association is empowered to perform any or all of said functions:

(a) For the payment of the necessary expenses for the operation of said association;

(b) For improving, cleaning and maintaining the common areas and parks, if any, within the community, including any islands in any cul de sac.

(c) For the maintenance of any recreational facilities for the specific benefit of the property owners of Ashmore Springs.

(d) For caring for vacant and untended land, if any, within the subdivision, removing grass and weeds therefrom and doing any other thing necessary or desirable, which, in the sole opinion of the board of directors of the association, shall keep said property neat and in good order for the general benefit of all the property owners within the community.

(e) For any expenses incident to the enforcement of these Protective Covenants.

(f) For the payment of taxes and assessments, if any, that may be levied by any public authority upon any community parks or other community areas which may be established for the benefit of the property owners in the subdivision.

(g) For such other purposes as, in the opinion of the board of directors of the association, may be necessary for the general benefit of the property owners in the subdivision.

3. The agents or employees of the association are authorized to enter upon any lot for the carrying out of any of the functions set out herein.

4. The association will encourage the planting of flowers and shrubs and other botanical beautification of said subdivision.

5. In addition to the annual assessments authorized herein, the Association may levy, at any time during any assessment year, a special assessment applicable to that year only for purpose of defraying, in whole or in part, the costs of construction, reconstruction, unexpected repair or replacement of a described capital improvement upon the easement and/or common areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes cast by the members who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the procedures set forth herein.

6. The annual charge and/or special assessment shall constitute a lien or encumbrance upon the land and execution of this document shall be construed to be a covenant by the undersigned to pay said charges, which covenant shall run with the land and be binding upon the undersigned and their successors and assigns. The association shall have the exclusive right to take and prosecute all actions or suits, legal or otherwise, which may be necessary for the collection of said charges, including foreclosure proceedings against the subject lot and/or collection proceedings against the individuals responsible for the payment of said assessments.

7. In the event the association deems it necessary to foreclose the lien herein created as to any lot, the procedure for foreclosure shall be the same as for the foreclosure of a real estate mortgage.

8. The lien hereby reserved, however, shall be subject to the following limitations:

(a) Such lien shall be, at all times, subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed to secure debt, to the end and intent that the lien of any such mortgage, or lien instrument, shall be paramount to the lien for charges herein and provided further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of mortgage or lien instrument or by deed in lieu of foreclosure. Nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or acquisition of title by deed in lieu of foreclosure.

(b) Notice of any charge due and payable shall be given by filing notice of pendency of action in the Lis Pendens Book in the Office of the Clerk of Court for Greenville County. As to subsequent bonafide purchasers for value the lien herein reserved for charges due and payable shall be effective only from the time of the filing

of said Lis Pendens; provided, however, that nothing herein contained shall affect the right of the association to enforce the collection of any charges that shall become payable after the acquisition of title by such subsequent bonafide purchaser for value.

(c) The lien herein created shall be subordinated to the filed lien of laborers, contractors, or materialmen furnishing labor or services in connection with the construction or alteration of any improvement located on any lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of any such lien.

VI. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association proceedings.

VII. AMENDMENTS

Amendments to the Bylaws shall be proposed and adopted in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

B. Adoption. A resolution adopting an amendment must receive approval of seventy-five percent (75%) of the total vote of the Association. Members not present at the meetings considering the amendment may express their approval in writing.

VIII. MISCELLANEOUS

A. Priority of Declaration. In the event of a conflict between the Building Restrictions and these Bylaws, the Building Restrictions shall govern.

B. Use of Pronouns. etc. For purposes of these Bylaws, masculine or feminine pronouns shall be substituted for those in the neuter form, and vice versa, and the plural shall be substituted for the singular, in any place or places herein where the context may require such substitution.

C. Definitions. Words used in these Bylaws, unless specifically defined in these Bylaws, shall have the same meaning as set forth in the Building Restrictions.

D. Headings. The headings or titles of sections or subdivisions of these Bylaws are inserted as a matter of convenience only, and are not intended to define or limit the subject matter of such sections or subdivisions in any manner.

IN WITNESS WHEREOF, the undersigned corporation does hereby set its hands and seals to these Restrictive Covenants this the 27th day of MAY, 1999.

WITNESSES:

ASHMORE SPRINGS, LLC

Howard P. Pinner
Dino C. Zimmello

By: L. Gerald Lye
Its: Developer

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

)
) PROBATE
)

PERSONALLY appeared the undersigned witness and made the oath that (s)he saw the within named Limited Liability Company, by its duly authorized member, sign, seal and as its act and deed deliver the within document and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
27th day of MAY, 1999.

Jerry D. Boyer
Notary for South Carolina
My Commission Expires: 4/26/2003

Howard P. Pinner (SEAL)

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 01:16 PM
06/02/99 RECORDED IN DEED
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Judy A. Hix