

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
THORNTON HALL

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This Declaration of Covenants, Conditions, Restrictions and Easements is made this 31st day of August, 2001, by Thornton Hall, LLC, a South Carolina limited liability company (sometimes "Owner" or Declarant"), and DM Constructors, Inc., a South Carolina corporation ("Developer"), with respect to certain real property being known and referred to as Thornton Hall (the "Development").

WHEREAS, Owner is the owner of certain real property with improvements thereon in the City of Greenville, Greenville County, South Carolina, more particularly described in Article II hereof (the "Property"); and

WHEREAS, Developer is the developer of the Property;

WHEREAS, Thornton Hall, as Owner and as an accomodation to Developer as developer of the Property, has consented to making and establishing this Declaration of Covenants, Conditions, Restrictions, and Easements for Thornton Hall for the purposes set forth herein; and

WHEREAS, Developer desires to foster the attractiveness of the Property, to prevent future impairment thereof, to preserve, protect and enhance the values and amenities of the Development, to provide for the protection of common-area open-space uses fostered by a clustered arrangement of homes, and to provide for the maintenance and upkeep of all common areas in the Property;

NOW, THEREFORE, Declarant and Developer hereby declare that all of the real property described herein, and such additions thereto as may by hereafter made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration, which shall run with the real property and be binding on all parties having any right, title, or interest in the described property or any part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof and their respective heirs, successors, and assigns.

Article I
Definitions

In addition to any other terms defined in this Declaration, the following terms shall have the following meanings when used herein:

1. "Association" means Thornton Hall Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.
2. "By-Laws" means the By-Laws of the Association as the same may from time to time be in effect. The initial By-Laws are attached to this Declaration as Exhibit A. Subsequent amendments to the By-Laws need not be recorded to be effective.
3. "Common Area" means all real property (including improvements and fixtures thereon or thereto), and other property, real personal, or mixed, which from time to time may be designated by Declarant for the common use and enjoyment of the Owners or conveyed to the Association in fee simple; together with all rights-of-way, easements appurtenant, improvements and hereditaments described in this

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Declaration or designated as Common Area on any plats of the Property recorded in the Office of the Register of Deeds for Greenville County, South Carolina ("Office of the Register of Deeds"), including but not limited to landscape and sign easements, utility easements and appurtenances, all of which shall be and are covenants running with the land.

4. "**Conservation Easement**" means and refers to that certain Declaration of Conservation Easement for Open Space and Deed of Conveyance of Conservation Easement for Open Space by Owner dated August 31, 2001, recorded September 18, 2001 in the Office of the Register of Deeds, as it may be amended from time to time.

5. "**Declarant**" means and refers to Thornton Hall, LLC, a South Carolina limited liability company, and its successors and assigns in interest.

6. "**Declaration**" means this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

7. "**Developer**" means DM Constructors, Inc., a South Carolina corporation, and its successors and assigns in interest.

8. "**Development**" means Thornton Hall, a single-family residential development proposed to be developed by the Developer on one or more of the Properties.

9. "**Hall Property**" means that certain real estate owned by Lisa Simone Hall, more particularly described on Exhibit B, attached hereto and incorporated herein by reference, made subject to this Declaration pursuant to consent to this Declaration and brought within the jurisdiction of the Association as provided therein.

10. "**Lot**" means any numbered plot of land and improvements thereon, with delineated boundary lines, appearing on the Plats, intended for single-family residential use, and expressly excluding Common Areas and roads and streets shown on the Plats.

11. "**Member**" means every person or legal entity that holds membership in the Association.

12. "**Mortgage**" means any mortgage constituting a lien on a Lot.

13. "**Mortgagee**" means the owner and holder of a Mortgage at the time such time term is being applied.

14. "**Plat**" or "**Plats**" means one or more plats of the Property recorded in the Office of the Register of Deeds.

15. "**Owner**" means the record owner, whether one or more persons or legal entities, of the fee simple title to any Lot, including Declarant and Developer if they own any Lot, and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

16. "**Property**" or "**Properties**" means the real estate which is more particularly described on Exhibit C, attached hereto and incorporated herein by reference, made subject to this Declaration pursuant to Article II of this Declaration and brought within the jurisdiction of the Association as provided herein.

Article II

pursuant to Article II of this Declaration and brought within the jurisdiction of the Association as provided herein.

Article II
Property Subject to This Declaration
and The Jurisdiction of
The Thornton Hall Homeowners Association, Inc.

1. Property. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and shall be within the jurisdiction of the Association as set forth in this Declaration.

2. Hall Property. By executing the Consent to this Declaration, Hall agrees that the Hall Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and shall be within the jurisdiction of the Association as set forth in this Declaration. The Hall Property shall constitute one Lot for purposes of this Declaration. Notwithstanding anything herein to the contrary, (i) the provisions of Articles VI, VII, and Sections 2, 4, 5, 6, 7, 11, 12, 13 and 27 of Article VIII shall not apply to the Hall Property; and (ii) as long as the Hall Property is owned by Hall and/or her spouse and her, his or their heirs or devisees, neither Hall nor the Hall Property shall be liable for payment of assessments as provided in Article V; provided, however, that this exemption from payment of assessments shall be personal to Hall and/or her spouse and her, his or their heirs or devisees, and shall terminate at such time as Hall and/or her spouse and her, his or their heirs or devisees no longer own an interest in the Hall Property, at which time liability for payment of assessments, as provided in Article V, shall commence.

3. Additional Property. Any real property shown and designated as "Future Development" on any Plat of the Property, or any property adjacent to a boundary of the Property whether or not designated Future Development, or any part thereof, may be made part of the Property and brought under and made subject to the terms and conditions of this Declaration and the jurisdiction of the Association, without the consent of Owners, the Association, or the Members, provided that such additions are made within three (3) years after the date of recording of this Declaration.

The Additional Property shall be made subject to this Declaration and the jurisdiction of the Association by filing one or more Amendments to this Declaration and associated Plats in the Office of the Register of Deeds. The obligation of Owners of Lots in any part of the Additional Property to pay assessments described in Article V hereof shall commence upon the filing of the Amendment subjecting the Additional Property to this Declaration in the Office of the Register of Deeds. The Owners of Lots in the Additional Property shall have the same voting rights as the Owners of Lots in the Property, which voting rights shall commence at the time of the filing of the Amendment in the Office of the Register of Deeds.

Article III
Property Rights

1. Ownership of Common Areas. At such point in time as Declarant or Developer, in the sole discretion of either, deems appropriate, but in no event later than when Declarant or Developer ceases to own at least one Lot shown on any Plat of the Property, Declarant shall convey, or cause to be conveyed, the Common Areas shown on any Plat of the Property to the Association. Notwithstanding the recordation of any Plat or any other action by Owner, Declarant or the Association, all Common Areas shall remain private property, shall not be re-subdivided, and shall not be considered as dedicated to the

use and enjoyment of the public, unless so dedicated by separate instrument. The Association shall not thereafter convey or mortgage any part of the Common Areas without the prior consent of those Owners owning at least sixty-seven (67%) of the Lots.

2. Owners' Rights to Use and Enjoy the Common Areas. Each Owner shall have the non-exclusive, non-severable easement and right to use and enjoy the Common Area, which easement and right shall be appurtenant to and run with the title to each Lot and shall pass with the title thereto, subject to the following:

(a) the right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the Common Areas to insure the safety, enjoyment and rights of all Owners therein;

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(c) the right of the Association to suspend the voting rights with respect to such Lot in the Association and the right of the Association to suspend the right to use the Common Areas by an Owner for any period during which any assessment against the Owner's Lot remains unpaid; and further to suspend such right to use the Common Areas for a period not to exceed sixty (60) days for any infraction of this Declaration, the Association By-Laws, or its published rules and regulations; provided, however, that the Association shall have no right to suspend the right of an Owner to use the roads in the Common Area for ingress and egress to that Owner's Lot as provided in Article III, Section 3 below;

(d) the right of the Declarant or the Association to grant utility, drainage, sewer, and such other easements of the types and for the purposes set forth in Article VII across the Common Areas; and

(e) the right of the Declarant or the Association to grant Conservation Easements.

3. Owners' Easements for Ingress and Egress. Every Lot shall have as a part thereof a perpetual, non-exclusive right to use any cul-de-sac or roadway, if any, which may be constructed by the Declarant and conveyed to the Association as part of the Common Area for the purpose of providing access to and from each Lot, and said perpetual, non-exclusive right shall be an easement running with the land and pass with the title to each Lot. Cul-de-sac and roadways set forth as temporary easements on any Plat of the Property shall not be deemed to have granted perpetual, non-exclusive rights of use to Owners but shall be subject to removal upon opening of any road extensions adjacent thereto by Declarant.

Unless and until roadways in the Development are dedicated to and accepted by a public entity for ownership and maintenance, they shall be and are private streets and shall be owned and maintained as part of the Common Area, subject to the easement for ingress and egress set forth in this Section.

4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, such Owner's right of enjoyment to the Common Area and facilities thereon to the members of such Owner's family, guests, tenants, or contract purchasers who reside permanently or temporarily in the residential dwelling on such Owner's Lot.

**Article IV
The Association**

1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot.

2. Voting Rights and Classes of Lots. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights:

(a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person or legal entity owns an interest (other than leasehold or security interest) in any Lot, all such persons or legal entities shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.

(b) Class B Lots. Class B Lots shall be all Lots that are part of the Property owned by the Declarant or the Developer which have not been conveyed to purchasers who are not affiliated with the Declarant or the Developer. The Declarant and the Developer shall be entitled to three (3) votes for each Class B Lot. The Class B Lots shall be converted to Class A Lots when the total votes outstanding in the Class A Lots equals the total votes outstanding in the Class B Lots.

3. Availability of Documents. The Association shall maintain current copies of the Declaration, the By-Laws, and rules and regulations, concerning the Development as well as its own books, records, and financial statements available for inspection by all Owners, Mortgagees and insurers and guarantors of mortgages that are secured by Lots. All such documents shall be available upon reasonable notice and during normal business hours. In addition, any Mortgagee may, at its own expense, have an audited statement prepared with respect to the finances of the Association.

4. Management Contracts. The Association is authorized and empowered to engage the services of any person, firm, or corporation to act as managing agent of the Development at a compensation to be established by the Board of Directors and to perform all of the powers and duties of the Association; provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon ninety (90) days' prior written notice to the manager without payment of a termination fee.

5. Maintenance. The Common Area and certain features thereof that are deemed common amenities and facilities, being of benefit to all Lots, shall be maintained exclusively by the Association. Said common amenities shall include, without limitation, entrance walls, signage, lighting, and landscaping, landscaping and landscape furniture, ponds, walls and dams thereon, boundary walls, gates and fences around and through Common Areas, a pavilion and its improvements and furnishings, parks and greenways, common parking areas, private roads, streets and sidewalks, common walks, signs, landscaping, irrigation systems and storm water and drainage easements located within the Common Area. The Association shall also maintain all utilities and all water lines, sewer lines and storm and drainage easements and appurtenances, equipment and facilities related thereto located within the Common Area, together with common amenities not maintained by public entities or utilities. The Association shall not be responsible for the maintenance of any Lots or the improvements within the boundaries thereof, except as follows:

The Association shall maintain the front yards of all Lots of the Development. Said maintenance shall consist of mowing grass, fertilizing, pruning trees and bushes, cutting weeds, and edging. The Association is hereby granted an easement to enter upon a Lot to perform the maintenance obligations of this Section 5. This obligation of maintenance by the Association shall not apply to the Hall Property. For the purposes of this Declaration, "Front Yards" shall be defined as that portion of a Lot lying between the front of the house and an imaginary line running parallel to the street from the front corners of the house to the side property lines, and the edge of the street which the house faces and from which the house takes its address. Front yard does not include driveway maintenance, herbaceous ground covers, or replacement of trees and bushes.

6. Working Capital Fund. The Declarant may establish a working capital fund equal to the aggregate of two months' annual assessments (as described in Article V hereof) for each Lot. If established, each Lot's share of said working capital fund shall be collected from the purchaser at the time of the closing of the initial sale of each Lot to a party other than Declarant. The working capital fund shall be maintained in a separate account for the use and benefit of the Association and shall be used to meet unforeseen expenditures, or to acquire furniture, equipment, or services deemed necessary or desirable by the Board of Directors of the Association. All sums paid unto the working capital fund are in addition to and not in lieu of regular assessments for common expenses.

7. Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of all Common Areas, and all improvements thereon, which the Association is obligated to maintain.

Article V Covenant for Assessments

1. Creation of the Lien and Personal Obligation for Assessments. The Declarant and Developer, for each Lot within the Properties, hereby covenants and causes by this Declaration to impose upon each such Lot, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, annual assessments or charges and special assessments for working capital and reserve funds for capital improvements, permitted in this Declaration, and established, and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by them.

2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used as follows:

(a) To maintain in a good and attractive condition the landscaping, including, without limitation, the mowing of lawns, planting and maintenance of shrubs, flowers and other plants, and watering on and within the boundaries of the Common Areas;

(b) to maintain the conservation easements, parks and greenways in the Common Areas and sidewalks or other common walks, common signage and development statement pieces or entrance ways (including any walls erected at said entrance ways);

(c) to maintain any and all roads, sewer lines and systems, water lines and water pipes and appurtenances thereto, lighting, storm water drainage pipes, inlets, retention and detention basins, ditches, swales, berms, rip rap, and other storm water facilities, equipment, and improvements installed upon, above, or under the Common Areas which are not dedicated to or maintained by public authorities or which are not located within the boundaries of Lots or, in the case of water lines, extend from water meters to Lots whether or not such lines are within a Common Area;

(d) to maintain all trails or paths, if any, in the Common Areas as a common amenity in a reasonably passable condition, free from falling trees, undergrowth, and other obstructions; and to keep all dead, diseased or decaying trees, shrubs and bushes removed from such areas and to replace such items with new trees, shrubs and bushes;

(e) to maintain all recreational and related facilities, if any, located within the Common Areas as a common amenity; provided, that, the reference to said facilities herein shall not be construed to require said facilities to be constructed or installed in the Common Areas or elsewhere on the Properties;

(f) to maintain any conservation easements and improvements required by any City, County, State, or federal agency to be installed and maintained upon, under, or over the Common Areas and in accord with the Conservation Easement and its terms and conditions;

(g) to keep all Common Areas clean and free from debris and to maintain same in a clean and orderly condition, and to maintain the landscaping therein, including any necessary removal and replacement of landscaping;

(h) to provide such security services as may be deemed reasonably necessary for the protection of the Common Areas, and any recreational and related facilities, if any, located within the Common Areas, from theft, vandalism, fire and damage from animals;

(i) to pay all ad valorem taxes levied against the Common Areas and any property owned by the Association;

(j) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the By-Laws;

(k) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the By-Laws; and

(l) to maintain a reserve fund as provided in Article IV, Section 7, of this Declaration.

(m) to maintain the postal kiosk, gates, roundabouts, pavilion parking lot and all other amenities and Common Areas and appurtenances.

3. Maximum Annual Assessment. Until December 31st of the calendar year following the conveyance of the first Lot by Developer to another Owner, the estimated maximum annual assessment is Three Thousand, Five Hundred (\$3,500.00) Dollars per Lot.

(a) The maximum annual assessments may be increased, effective January 1 of each calendar year following the conveyance of the first Lot by Owner or Declarant to another Owner, without a vote of the membership of the Association, by an amount not to exceed five (5%) percent per year over the previous year. If the annual assessment is not increased by the maximum amount permitted under the terms of this Section, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the assessment may be increased by that amount within the next three future years at the election of all members of the Board of Directors of the Association without a vote of the membership, in addition to the maximum increase permitted under the terms of the preceding sentence.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Owner or Declarant to an Owner, said maximum annual assessments may be increased without limitation if such increase is approved by Members entitled to no less than sixty-seven (67%) of all of the votes (appurtenant to each class of Lots) to which all Members are entitled. Such voting may be represented in person or by proxy at a meeting duly called for such purpose.

(c) The Board of Directors may fix the annual assessments at amounts not in excess of the maximum. If the Board of Directors shall levy less than the maximum annual assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by majority vote, levy a supplemental assessment. In no event shall the sum of the initial and supplemental assessments for that annual period exceed the applicable maximum annual assessment permitted under Subsection 3(a) of this Article.

4. Special Assessments for Capital Improvements. In addition to the annual and supplemental annual assessments authorized in Section 3 above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided, that any such assessment requires the same assent of the members as provided in Section 3(b) of this Article.

5. Assessment Rate. Both annual and special assessments must be fixed at an equal amount for all Lots. Notwithstanding the foregoing, Owner and Declarant shall not be required to pay annual or special assessments for any Lot owned by Owner or Declarant until the completion of construction of, and the issuance of a Certificate of Occupancy for, a residential dwelling on such Lot. Thereafter, Owner or Declarant shall pay one hundred percent (100%) of such annual or special assessments until such Lot is sold to another Owner.

6. Notice and Quorum for Any Action Authorized Under Article V, Sections 3 and 4. Written notice of the time and purpose of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the date set for the preceding meeting.

7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot at the time of conveyance of the Lot by Owner or the Declarant to an Owner. The annual assessment for the year in which a Lot is conveyed by Owner or the Declarant to an Owner shall be adjusted and prorated according to the time remaining between the date of conveyance and the end of the then current annual assessment period of the Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8%) percent per annum. The Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot in the same manner as the foreclosure of a mortgage, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of the assessment due and owing. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas or by abandoning Owner's Lot.

9. Subordination of the Lien to Mortgages. The lien the assessments provided for herein shall be subordinate to the lien of any mortgage of a Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or a deed in lieu of foreclosure shall extinguish the lien of such assessments against such Lot as to payments which became due prior to such sale or transfer pursuant to mortgage foreclosure or a deed in lieu of foreclosure. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage as provided in this Declaration. No Mortgagee shall be required to collect assessments hereunder and a failure to pay assessments hereunder shall not constitute a default under any applicable mortgage on a Lot.

Article VI Architectural Control

1. Plan of Design Approval. No improvements, including without limitation, fences, walls, and buildings, shall be undertaken upon any Lot, except by Declarant or, unless the plans and specifications and a site plan showing the location of the proposed improvements on the Lot shall have been submitted to the Architectural Committee established in Section 2 of this Article and expressly approved by the same in writing. The terms of this Article VI shall also not apply to the initial construction of improvements on a Lot by Declarant. The plans should also indicate the location of all existing trees on the Lot in excess of six (6) inches in diameter, such measurement to be taken four and one-half (4.5') feet above grade. No subsequent alteration or modification of any existing improvements or construction, erection or installation of additional improvements, including without limitation, fences of any kind, may be undertaken or allowed to remain on any of the Lots without the review and express written approval of the Architectural Committee, subject to Section 5 below.

2. Architectural Committee. The initial Architectural Committee shall be composed of four persons, one each appointed by Owner, Declarant, IMI Resort Properties, and Justice Design Studios.

The initial Architectural Committee shall serve for thirty-six (36) months after the recording of this Declaration in the Office of the Register of Deeds. Thereafter, the Board of Directors of the Association shall designate the number of and appoint the members of the Architectural Committee on an annual basis. In the event of the death, removal, or resignation of any member of the Architectural Committee, the Board of Directors shall appoint a successor member to complete the term of the member who died, resigned, or was removed. Members of the Architectural Committee may be removed and replaced at any time with or without cause, and without prior notice, by the Board of Directors.

3. Procedures. The Architectural Committee shall review the plans and specifications submitted pursuant to Section 1 above as to:

(a) quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, and direction of facing of main elevation with respect to nearby streets;

(b) conformity and harmony of the exterior design, color, type and appearance of exterior surfaces;

(c) location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots, Common Areas, and any improvements situated thereon and drainage arrangement; and

(d) any other standards set forth within this Declaration (and any amendments hereto) or as may be promulgated by the Architectural Committee including, but not limited to the Design Guidelines for Thornton Hall, a copy of which is available from the Declarant or the Architectural Committee, and matters in which the Architectural Committee has been vested with the authority to render a final interpretation and decision.

The Architectural Committee is authorized to request the submission of samples of proposed construction materials. Any modification or change to the Architectural Committee-approved set of plans, specifications, site plan, and materials must again be submitted to the Architectural Committee for its inspection and approval or disapproval. The Architectural Committee's approval or disapproval shall be in writing.

If the Architectural Committee approves the plans, specifications and site plan for the proposed improvements, the construction of such improvements must be promptly commenced and diligently pursued to completion and if such construction is not commenced within the time set therefor by the Architectural Committee in the written approval (but in no event later than two (2) years after such approval), such approval shall be deemed rescinded and, before construction of improvements can thereafter be commenced on the subject Lot, the plans, specifications and site plan therefor must be again approved by the Architectural Committee pursuant to this Article.

4. Enforcement. The Board of Directors of the Association, with or without the recommendation of the Architectural Committee, shall have the specific, nonexclusive right (but no obligation) to enforce the provisions contained in this Article and to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the Owner of the Lot who violates or attempts to violate any such provisions contained herein.

5. Effect of Failure to Approve or Disapprove. If the Architectural Committee fails to approve or disapprove the design of any proposed improvements within forty-five (45) days after plans.

specifications, and site plan therefor have been received by the Architectural Committee, approval will not be required, and the requirements of this Article shall be deemed to have been fully satisfied; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Architectural Committee if they contain erroneous data or present inadequate information upon which the Architectural Committee can arrive at a decision. Notwithstanding the foregoing, the Architectural Committee shall have no right or power, either by action or failure to act, to waive or grant any variance relating to any mandatory requirements specified in the Declaration.

6. Right of Inspection. The Architectural Committee shall have the right, at its election, to enter upon any of the Lots during preparation, construction, erection, or installation of any improvements thereon to determine that such work is being performed in conformity with the approved plans and specifications.

7. Limitation of Liability. Neither the Architectural Committee, the members thereof, the Board of Directors of the Association, Association Members, Thornton Hall, the Declarant, IMI Resort Properties, nor Justice Design Studio shall be liable in damages or otherwise to any Owner or anyone submitting plans, specifications, site plans and other submittals pursuant to this Article VI, or to any third party, member of the Association, or Owner of any other Lot with respect to the review, approval, disapproval, failure to review or failure to approve or disapprove any plans, specifications, site plans or other submittals pursuant to this Article VI, or with respect to any claims of mistake of judgment, negligence, gross negligence or nonfeasance arising out of or related to this Article VI.

8. Compensation. No member of the Architectural Committee shall be entitled to compensation arising out of services performed pursuant to this Article.

9. Fees and Charges. In addition to application fees and charges, the Design Guidelines may provide a schedule of fees, charges, required damage or other deposits, fines for noncompliance, and other amounts due and payable by an Owner as part of the application, review, and approval processes, which schedule the Architectural Committee may increase, modify, and amend at any time. All fees and charges provided for herein will constitute specific Assessments and a lien upon the Lot to which the fees and charges relate.

Article VII Easements Reserved By Declarant

1. Lots and the Common Areas. Lots and the Common Areas shall be subject to those easements and rights-of-way, if any, as shown on the recorded Plats of the Property.

In addition thereto and not in lieu thereof, Declarant reserves the following perpetual easements:

(a) a five-foot easement along the front, side and rear Lot lines of each Lot (i) for the erection, installation, construction, repair, replacement, and maintenance of wires, lines, conduits, pipes, and poles, appurtenances, appliances, equipment and the like in connection with the transmission and distribution of electricity, telephone, cable television, and other utilities; and (ii) for the erection, installation, construction, and maintenance of storm water drainage facilities, land drains, pumping and lift stations, open drainage ditches, public and private sewers, pipelines for supplying natural gas, water, and the like utilities and wires, lines, conduits, pipes, appurtenances, appliances, equipment and the like in connection therewith, and for any other public or quasi-public facility, service or function:

(b) a five-foot easement along Lot lines adjacent to streets for the installation of driveways, curbing, and curb cuts for driveways.

(c) the right and easement to erect permanent walls on the Common Areas for the purposes of providing screening, privacy, decoration, retainage and topographical stability in connection with the overall plan and development of the Properties and the Lots located thereon;

(d) a temporary easement for the benefit of Declarant or Developer over the Common Areas for the purpose of temporarily storing construction materials or parking vehicles and equipment in connection with the construction of improvements on the Common Areas or on adjacent or contiguous property owned by Declarant;

(e) an easement for the purpose of maintenance of landscaping over the Common Areas in such amount, manner and maintenance as the Declarant, in its sole discretion shall determine;

(f) an easement for the installation and maintenance of utilities (including transformers and service facilities) and other commonly beneficial amenities including, without limitation, mailboxes, trash containers and area lighting over the Properties and Common Areas;

(g) the Conservation Easement over the Properties and Common Areas to preserve and protect open spaces as set forth in the Conservation Easement; and

(h) easements for temporary cul-de-sacs as shown on any Plat of the Property.

(i) perpetual, non-exclusive easements of access for ingress and egress across all private roads and other parts of the Common Areas for the City of Greenville for police, fire and other emergency, sanitation, sewer, storm water, medical, and safety vehicles and personnel, for the City of Greenville Water System to install, read, replace, remove, and maintain its water meters and to control discharge and flow of water through Common Area and Lot water lines, for the South Carolina Department of Transportation for access to its storm water culvert adjacent to Rutherford Road and for the repair, replacement, and maintenance of any and all equipment and appurtenances thereto, and for the United States Postal Service for postal deliveries.

Each Owner, by acceptance of a deed to a Lot, and the Association by its acceptance of a deed to the Common Areas, acknowledge and agree to the foregoing reservation of easements and the right of Declarant to transfer such easements to public entities, the Association, to public or private non-profit entities as to the Conservation Easement, or to public or private utility companies as to utility easements reserved, as Declarant may choose.

The easements reserved by the Declarant and/or by public entities include the right to cut or remove without replacement any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action required by a transferee, public entity, or utility for acceptance of a transfer or reasonably necessary to provide economical utility installation and maintenance of the overall appearance of the Development.

Within any of the foregoing easements, no structure, planting or other material shall be placed or permitted to remain which may, in Declarant's, transferee's, public entity's, or a utility's sole opinion, interfere with the installation or use of the easement granted or utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water

through drainage channels in the easements, or which may otherwise damage or interfere with the enjoyment or use of the easements for their intended purposes.

The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of such Lot, except for those improvements for which the Association, a public authority or utility company is responsible.

2. Encroachments. Each Owner of a Lot with an exterior wall, roof or eave, including overhangs, bay window, fence, concrete or asphalt walk, driveway, or patio, which encroaches on the Common Area, an unimproved portion of a Lot of another Lot Owner, or a building set back line, and which encroachment exists solely by virtue of original construction by the Declarant or with Declarant's express approval, shall have an easement over that portion of the building set back area of the Lot, or the Common Area or adjacent Lot affected by the encroaching wall, roof, eave, bay window, fence, walk, driveway, or patio for the purpose of using said portion of the Common Area or adjacent Lot for the encroaching Owner's own benefit and for the purpose of maintaining the encroaching structure in good condition and repair. In the case of a wall, roof, eave, bay window, driveway, or fence encroachment, it shall be the responsibility of the Owner thereof to maintain the encroaching wall, roof, eave, bay window, or fence in good condition and repair. If any such encroaching wall, roof, eave, fence, patio or walkway shall be destroyed or removed, it shall not be replaced or rebuilt so as to encroach upon the adjacent Lot or Common Area. Common driveways may be replaced or rebuilt in their original locations.

3. Joint Driveways. Developer reserves the right, at any time and in its sole discretion, to establish and create, by the recording of Plats and any other instruments it deems necessary, perpetual rights of way and easements for driveways for the joint use and benefit of two adjoining lots. Said rights of way and easements shall be of such size and width as shall be determined in the sole discretion of the Developer, but shall be in compliance with all applicable zoning rules and regulations.

Article VIII
General Covenants
Uses Permitted and Restricted

1. Residential Use of Property. All Lots shall be used for single-family residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time; provided, however, that nothing herein shall prevent Developer from using any Lot owned by Developer for the purpose of carrying on business related to the development, improvement and sale of Lots in the Development, and provided further that an Owner may conduct business within a home on a Lot as long as said business activity is not visible outside the home and does not cause increased traffic in the Development from customers, salespersons, mail delivery, or other similar activities.

2. Setbacks and Building Lines. Each structure, including without limitation, residential dwellings, garages, utility buildings, and any other permitted structures erected on any Lot shall be situated on such Lot in accordance with the building and setback lines as shown on the recorded Plats of the Development. In no event shall any dwelling, garage, utility building or other permitted structure be constructed or located upon any Lot nearer than five (5') to any side Lot line or ten (10') feet to any front or rear Lot line.

3. Re-Cutting Lots; Combining Lots. No Lot may be re-cut so that it faces a street other than as shown on the pertinent Plat of the Property. Lots or portions thereof may be combined with adjacent Lots

to form a larger Lot than shown on a Plat. Easements and rights-of-way reserved in Article VII shall then apply to the new exterior Lot lines.

4. Dwelling Floor Space. Each Lot shall contain no more than one residential dwelling containing the minimum heated floor space as follows:

- | | |
|---------------------------------------|---|
| (a) One-story dwelling - | minimum of 2200 square feet |
| (b) One and one-half story dwelling - | minimum of 3000 square feet, with a first floor minimum of 2200 square feet |
| (c) Two-story dwelling - | minimum of 3200 square feet, with a first floor minimum of 2200 square feet |

No dwelling on any Lot shall have more than two stories as measured from grade and above. In calculating the minimum floor space, only the heated area of the dwelling shall be included. Any area comprising porches, garages, breezeways, porte-cocheres, unfinished attics and unfinished basements shall be excluded from the measurement to determine compliance with these requirements.

5. Garages. No garage erected on any Lot shall be more than two stories in height. All garages shall be attached to residential dwellings.

6. Detached Structures. No detached outbuilding or other structure shall be erected on any Lot that is more than two stories in height. All detached structures must be to the rear of the main dwelling and must be constructed within the building setback lines for the Lot. Any detached structure to be erected, constructed, or placed upon any Lot must be approved in writing by the Architectural Committee.

7. Fences. No chain link fences shall be permitted on any Lot. Privacy fences shall only be of the shadowbox style. No fence shall be erected or begun on any Lot without the prior approval of the Architectural Committee as provided in Article VI hereof. Materials, height and location are subject to approval by the Architectural Committee.

8. Building and Zoning Codes. All structures must comply with all applicable building and zoning codes.

9. Swimming Pools. No above-ground swimming pools may be erected or constructed on any Lot. Any swimming pool must be located to the rear of any dwelling on the Lot and have at least a four-foot security fence around its immediate apron perimeter that remains locked at all times except when in use by the Owner, in addition to any other fencing that may be permitted by this Declaration.

10. Obstructions to View at Intersections and at Driveway Entrances to Streets. Vegetation shall not be permitted by any Owner to obstruct the view at street intersections or at driveway entrances to streets.

11. Delivery Receptacles and Property Identification Markers. The Architectural Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, including, but not limited to the right to require delivery to a central location in the Development, and of name signs for such receptacles, as well as Lot identification markers. No mailboxes or other such receptacles may be erected or placed at the street.

12. Use of Outbuildings and Similar Structures. No structure of a temporary or permanent nature, unless approved in writing by the Architectural Committee, shall be erected or allowed to remain on any Lot. In no event shall any trailer, camper, shack, tent, garage, utility building, shed, greenhouse, barn or other structure of a similar nature be used as a residence, either temporarily or permanently; provided, however, that this Section shall not be construed to prevent the Declarant from using sheds or other temporary structures on Lots during construction.

13. Animals, Pets, Livestock. No animals, livestock, exotic pets (for example snakes, ferrets), poultry, or other fowl of any kind (whether domestic or exotic) shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats, or, small in-door household pets (for example parakeets, fish, hamsters, gerbils) may be kept; provided, however, that they are not kept, bred, or maintained for any commercial purposes. "Reasonable number" shall mean not exceeding two of a species. Any household pets must not constitute a nuisance or cause unsanitary conditions. Any such pets shall be securely fenced upon the Owner's Lot so as to prevent them from trespassing upon other Lots in the Development. All applicable local laws or regulations, including leash laws, shall be observed.

14. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon or any substance, thing, or material be kept thereon which is or may cause any noise or foul or obnoxious odors or become an annoyance or nuisance to the Owners of other Lots or that will or might disturb the peace, quiet, comfort, or serenity of other Owners.

15. Signs. No advertising signs or billboards, including, but not limited to signs advertising a Lot for sale, shall be erected on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs advertising Lots for sale during the initial construction of dwellings on Lots, provided that such signs are approved by the Architectural Committee.

16. Maintenance. Subject to Article IV, Section V, each Owner shall keep and maintain the Owner's Lot and any improvements and landscaping thereon in good condition and repair, including, without limitation (a) maintaining, repairing and painting (or other appropriate external care) of all structures and improvements on a Lot; and (b) the cutting and pruning of all trees, hedges and shrubbery so that the same do not obstruct the view of pedestrians and motorists of street traffic. The Architectural Committee shall have the power and responsibility of enforcing this Section.

17. Antennae, Satellite Dishes and Disks. No antennae, satellite dishes or disks, ham radio antennae, or antenna towers for receiving or transmitting radio, television, or other electronic transmission shall be permitted to be placed or used upon any Lot, except for small television receiving disks, not exceeding eighteen (18) inches in diameter, attached to or ground mounted immediately adjacent to the rear or side of the residential dwelling or attached garage on a Lot.

18. Basketball Goals. No basketball hoops or goals, whether free-standing, removable or attached to mounts shall be placed in or on any street, road, right-of-way, side walk, front yard, driveway, easement, or attached to the front or side of residences or garages. Basketball goals or hoops may be placed on a Lot only to the rear of residences or garages.

19. Motorized Vehicles. No passenger automobiles, commercial, recreational, or disabled vehicles, boats, jet skis, boat trailers, motorcycles, motor homes, trucks, buses, vehicles on blocks or any like equipment or mobile or stationary trailers of any kind shall be kept, stored or parked overnight either on any street or on any Lot, except within a fully enclosed garage. Notwithstanding the foregoing,

passenger automobiles may be parked in driveways if the number of vehicles owned by Owner exceeds the capacity of the garage. All motor vehicles must be equipped with functioning mufflers to maintain the lowest possible noise level when operated. The foregoing shall not be interpreted or applied to prevent the temporary, non-recurrent parking of any vehicle, boat, trailer or motor home for a period not to exceed forty-eight (48) hours on the street or upon any Lot.

20. Completion of Construction. Once construction of a dwelling and other structures is commenced on a Lot, it shall be completed within one (1) year after the date of commencement. The Association and the Architectural Committee shall each have the right to take appropriate legal action, at law or in equity, to compel the immediate completion of any dwelling or other structure not completed within said one year period.

21. Construction Debris, Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All construction debris and litter shall be maintained in a manner that prevents any hazardous condition and/or distribution to any other Lot. All construction debris and litter shall be removed within fifteen (15) days of construction completion. No other garbage and refuse shall be kept or allowed to accumulate on any Lot except in sanitary containers designed for that purpose.

22. Changing Elevations. No Owner shall excavate or extract earth for any business or commercial purpose from any Lot. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Committee.

23. Tanks. Fuel oil and gas tanks may not be installed on any Lot. Small fuel containers for lawn mowers and the like implements may be kept on Lots.

24. Clotheslines and Garbage Cans. Clotheslines and garbage cans and equipment shall be screened to conceal them from view of adjacent Lots and streets. No garbage incinerators shall be permitted on any Lot.

25. Firearms and Weapon Discharge. Any firearm or weapon discharge or release, other than for defense or protection of one's life or property, is strictly prohibited on any and all Property in the Development. Firearms and weapons shall include, without limitation, rifle, gun, pistol, shotgun, black powder gun, pellet or BB gun, bow and arrow, crossbow and arrow, and any other weapon from which any bullet, shot, or projectile may be discharged or released.

26. Model Homes. Developer shall have the right to construct and maintain model homes on any of the Lots.

27. Driveways and Entrances to Garages. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Committee and of a uniform quality.

28. Off-Street Parking. Provisions must be made by each Owner of a Lot for the parking of at least two automobiles belonging to occupants and guests off the adjacent streets and in garages on Lots. The parking of guest or occupant vehicles on streets for long or repeated periods of time during the day or night or both, except for occasional, non-regular social gatherings and functions, shall not be permitted. No vehicles shall be parked on Lots except in garages or on driveways.

29. Aesthetics, Natural Growth, Screening. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior written approval of the Architectural Committee.

30. Wild Bird and Wild Animal Sanctuary. The Development is declared to be a wild bird and wild animal sanctuary. No wild bird or wild animal of any type shall be killed or harmed above, upon or within the boundaries of the Development, except that small mammals that have become a nuisance on a Lot may be humanely trapped for release off the Development.

**Article IX
General Provisions**

1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all or any provisions of this Declaration including, without limitation, all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration as amended. Failure of the Declarant, the Association, or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter and such failure shall not be deemed acquiescence in any breach of this Declaration. Each Owner shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration and the By-Laws of the Association and any duly authorized rules and regulations governing the Development against the Association.

2. Severability. Invalidation of any of the terms and conditions or provisions of this Declaration by final judgment or a court of competent jurisdiction shall not affect any other provisions which shall remain in full force and effect.

3. Amendment. This Declaration may be amended prior to January 1, 2009, only by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots and by the Declarant, so long as the Declarant owns any Lots. After January 1, 2009, this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots.

4. Duration. This Declaration and its covenants and restrictions shall run with and bind the land until January 1, 2025, after which time they shall be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and sealed the day and year first above written.

Witnesses:

Thornton Hall, LLC

Arden J. Howson
Stephanie P. Edwards

By: Lin S. Hall Member
Its: Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared before me the undersigned witness, who says on oath that (s)he saw the within named officer of DM Constructors, Inc., a South Carolina corporation, sign, seal and, as the act and deed of said corporation, deliver the within written Declaration of Covenants, Conditions, Restrictions, and Easements for Thornton Hall, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
31st day of August, 2001.

Stephanie P. Edwards

Arthur J. Howson
Notary Public for the State of South Carolina
My Commission Expires: 12/12/06

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared before me the undersigned witness, who says on oath that (s)he saw the within named Lisa Simone Hall sign, seal and as her act and deed, deliver the within written Consent, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this
31st day of August, 2001.

Stephanie P. Edwards

Arthur J. Howson
Notary Public for the State of South Carolina
My Commission Expires: 12/12/06