

**ARTICLE II
USE AND IMPROVEMENTS RESTRICTIONS**

SECTION 1. USE OF PROPERTY. Each lot and the residence and improvements thereon shall be for the following uses and subject to the following restrictions.

- (a) The residence erected on any lot shall contain not less than One Thousand Three Hundred Fifty (1350) feet of heated living space, excluding garages, porches, and veranda:

The residence shall be stick-built, conventional construction, and shall have a minimum of a two-car, attached garage with sufficient space for parking of one (1) automobile, Block foundation may be used, but it must be faced with brick or stucco.

- (b) No residence erected on any lot shall be located nearer than twenty (20) feet to the front line, nor nearer than ten (10) feet to the side and twenty (20) feet to the rear property line.
- (c) Utilities provided to any lot shall be placed and maintained underground.
- (d) Each lot shall be used solely for residential purposes as detached, single-family residences, and no lot shall be subdivided, except that an Owner with prior, written consent of Developer, may sell and convey a portion of any lot to the Owner of an adjoining lot provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than shown on the referenced subdivision plat. In any such sale of a portion of a lot, the portion shall merge into and become a part of the adjoining lot and the restrictions herein set forth shall apply to the lot and portion of a lot as though they were originally platted as one lot.
- (e) No immoral, improper, offensive, or unlawful use shall be made of any Lot, or any part thereof, and all valid laws, ordinances, and regulation of governmental agencies having jurisdiction thereof shall be observed.
- (f) No temporary structure or mobile home of any kind shall be maintained on any lot at any time.
- (g) No industry, business, trade, occupation, or profession, of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any lot or any part thereof.
- (h) Any automobile, camper, trailer (including, but not

limited to boat trailers), or other vehicle must be parked only on the paved driveway of each lot or in such manner as to not be visible from the street facing the lot. No such automobile, camper, trailer, or other vehicle may be parked at any time on the street right-of-way.

- (i) Provisions must be made by the property owners for off-street parking of vehicles belonging to guests, as the parking of such vehicles on street right-of-ways for long periods of time during the day or night will not be permitted.
- (j) No inoperative or immobile automobile, camper, trailer, or other vehicle may remain parked on a lot, as specified in (h) above, for a period of longer than twenty-one (21) days.
- (k) No animals shall be kept, maintained, or quartered on any lot in the subdivision except that a total number of two (2) cats, dogs, rabbits, hamsters, or caged birds may be kept as pets for the pleasure of the owners. All pets shall be kept in fenced areas or on leashes.
- (l) Chain-link fences may be erected on any lot, no part of which extends beyond the rear corner of the residence constructed thereon. Any outbuildings placed on any lots shall be of good workmanship, and conform to the appearance of the main residence. Doghouses shall be no larger than three (3) feet by three (3) feet at ground level and three (3) feet in height, and must conform to the appearance of the main residence.
- (m) The maintenance or operation by any owner of any automobile, camper, trailer, or other vehicle in the subdivision with a loading capacity of more than two (2) tons is strictly prohibited.
- (n) Garbage containers and receptacles maintained on any lot shall be secured and placed in such a manner as to not be visible from the street facing the lot.
- (o) Any satellite dish or similar receiving device shall be no larger than eighteen (18) inches in diameter and located on the roof or to the rear of the residence so as to not be visible from the street on which the lot faces.
- (p) No sign shall be erected on any lot or posted on any building except one (1) "For Sale" or "For Rent" or "Sold" sign which shall not exceed two (2) feet by three (3) feet in dimension.

SECTION 2. QUIET ENJOYMENT. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become a nuisance or annoyance to any residence within the subdivision.

**ARTICLE III
DRIVEWAYS**

Each lot shall have constructed thereon a paved driveway, the surface therefore to be composed of concrete or asphalt. Each driveway must have a minimum length extending from the right-of-way of the street faced by the lot on which the driveway is situated to a point parallel with the front corner of any residence constructed on that lot. Construction of driveways shall be the sole responsibility of the Owners and any construction on a particular lot must be completed before any Owner of that lot may begin using the same as a residence. An Owner shall be responsible for repairing any damage to the curb in the installation of the driveway for their residence.

**ARTICLE IV
COVENANTS OF OWNERS TO KEEP IMPROVEMENTS INSURED AGAINST
LOSS, TO REBUILD, AND TO KEEP IN GOOD REPAIR**

SECTION 1.

- (a) Each Owner shall, at his own expense carry adequate hazard and homeowners insurance policies insuring the residence and improvements on his lot.
- (b) In the event a dwelling or any improvement on a lot is damaged or destroyed, the Owner thereof shall begin repair or reconstruction of the dwelling or improvement, which work shall be started and completed within a reasonable time. In the event a dwelling or improvement is damaged or destroyed, and the Owner does not begin repair or reconstruction within forty-five (45) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the lot so it shall be placed in a neat, clean, and safe condition.

**ARTICLE V
GENERAL PROVISION**

SECTION 1. ENFORCEMENT. Developer and any Owner or Occupant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration. Failure by Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver

of the right to do so thereafter. In the event of a minor, unintentional violation of this Declaration which does not impair the general plan of development, R & R Builders, LLC reserves the right to amend or release this Declaration for such violation as it may apply to an individual lot.

SECTION 2. ADDITIONAL PROPERTY. Developer is the owner of additional property adjoining or located in the vicinity of the Property covered by this Declaration. Such property is specifically excluded from the Property covered by this Declaration; provided, however, that the right to bring such property under the terms and provisions of this Declaration is reserved to Developer.

SECTION 3. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 4. TERM AND AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration, except as provided in Section 1 of this Article, may be amended or terminated by an instrument signed by at least seventy-five percent (75%) of the Owners. Any amendment must be properly recorded. So long as the Developer is the Owner of any lot covered by this Declaration, the Developers prior, written consent must be obtained as to any amendment or termination.

SECTION 5. RESERVATION OF EASEMENT. A permanent easement of five (5) feet in width is reserved for the installation and maintenance of utilities.

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IN WITNESS WHEREOF, R & R Builders, LLC, by its duly authorized member, and Consumers Development Corporation, by its duly authorized officer has set their hands and seals this 6th day of October, 2005.

IN THE PRESENCE OF:

Anna Bryant
[Signature]

R & R Builders, LLC
By: [Signature]
Its: Member SEAL

Melanie Black
Anna Bryant

Consumers Development Corporation
By: [Signature]
Its: President SEAL

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who, upon oath, says that (s)he saw the within R & R Builders, LLC sign, seal and as its act and deed deliver the within instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 6th day of October, 2005.

Anna Bryant

[Signature]
Notary Public for SC
My commission expires:

Exhibit A

ALL those certain pieces, parcels or lots of land situated, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot Nos. 1 - 40 inclusive on a plat of **COUNTRY KNOLLS SUBDIVISION**, prepared by Perry Ray Dunn, RLS #19400, dated June 10, 2004 and recorded September 8, 2004 in Plat Book 48-V at Page 61, said lots having such metes and bounds as shown thereon.

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 12:33 PM
10 17 05 RECORDED IN DEED
BOOK 2170 PAGE 1807 THRU 1814
DOC # 2005098107

Timothy H. [Signature]



2006106452

AMEND/REST
7 PGS
Page:1410-1416

October 31, 2006 04:31:18 PM

Book:DE 2234

Rec:\$13.00

Cnty Tax:\$0.00

State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA)

AMENDMENT OF
RESTRICTIVE COVENANTS

COUNTY OF GREENVILLE)

FOR COUNTRY KNOLLS
DEED BOOK 2170 p. 1807

WHEREAS, R & R Builders, LLC and Consumers Development Corporation imposed certain covenants upon the property shown on plat recorded in the Register of Deeds for Greenville County in Plat Book 48-V at page 61 (the "Property"), such covenants being recorded as described above; and

WHEREAS, Section 4 of the above described restrictions provides that they may be amended by an instrument signed by seventy five percent (75%) of the Owners of the Lots in the Subdivision; and

WHEREAS, the undersigned represent at least seventy five percent (75%) of the Owners and wish to amend the Restrictions to provide for a Homeowner's Association;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual covenants and promises herein contained and other good and valuable considerations, the undersigned, do by these presents amend the Covenants Conditions and Restrictions for Country Knolls Subdivision by adding Section 6. as follows:

Section 6. PROPERTY RIGHTS IN THE COMMON PROPERTIES. R & R Builders, LLC may retain ownership to the Common Properties until such time as, in the it's sole discretion, the Association is able to maintain the same, but notwithstanding any provision herein, the R & R Builders, LLC hereby covenants, for itself, its successors and assigns, that it shall convey all of its right, title and interest in the Common Properties to the Association not later than December 31, 2007.

Section 7. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

A. Membership. Every person or entity who is a recorded owner of a fee or undivided fee interest of any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any

such person or entity, who holds such interest merely as a security for the performance of an obligation, shall not be a member.

B. Voting Rights. Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Paragraph A of this Section. When more than one person holds such interest of interests in any Lot, all such persons shall be members, and the vote for such 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 such Lot. In the case outlined above, the signature of one of said owners shall be sufficient to cast a vote for that Lot.

Section 8. COVENANTS FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of Assessments.

The owners herein hereby covenant and each owner of any lot by acceptance of a deed to a lot within Country Knolls Subdivision, whether or not it shall be so expressed in any such deed or other conveyance, should be deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges to be determined by the Association; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection of the person who was the owner of such property at the time when the assessment fell due.

B. Purpose of Assessments. The assessments Levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of

the lot owners in Country Knolls Subdivision and in particular shall be used for the payment of Costs and expenses, including, but not limited to, the following:

(1) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Country Knolls Subdivision identifying the subdivision, containing street names or other safety signs, if any.

(2) For the payment of services for any street lighting undertaken and accepted by the Association.

(3) Expenses for the maintenance and upkeep of the common drive easement and landscape areas, including areas designated for sign easements.

(4) For any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-laws and these restrictions.

C. Basis and Maximum of Annual Assessments. For the year beginning January 1, 2007, the annual assessment may be adjusted by vote of the Members as herein provided. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser amount. Lots owned by local home builders shall be exempt until such time as a dwelling shall have been constructed thereon in order to promote full development of the subdivision. Such exemption shall not affect any said Builder's voting rights in the Association.

D. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then

Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE – 18%) from the delinquency date. The Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the cost of the action.

E. Lien of Assessments is Subordinate to Recorded Mortgages. The lien of assessment provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosures or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 9. ENFORCEMENT BY HOMEOWNERS ASSOCIATION.

The Country Knolls Homeowners Association, Inc., shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The power and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the By-Laws of the Association accepted in accordance with the terms hereof.