

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
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AGREEMENT CONCERNING COVENANTS AND
RESTRICTIONS APPLICABLE TO HOLLY
TREE PLANTATION, WOODALL, CAMELOT,
HOLLY HILL, AND PLANTATION AT HOLLY
TREE SUBDIVISIONS AND TO PROPERTY
OF HOLLY TREE COUNTRY CLUB, INC.

This Agreement has been executed by the undersigned parties,
As of the dates indicated below, for the purpose of clarifying
Certain matters concerning the application and enforcement of
The following declarations of covenants and restrictions recorded
In the RMC Office for Greenville County, South Carolina:

<u>Name of Subdivision</u>	<u>Declaration of Covenants and Restrictions Recorded in Deed Book/Page</u>
Holly Tree Plantation, Phase I	DB 977/583; DB 1176/248
Holly Tree Plantation, Phase II Section II	DB 999/667; DB 1176/248
Holly Tree Plantation, Phase II Section III	DB 1066/712
Holly Tree Plantation, Section III	DB 1090/719
Holly Tree Plantation, Phase II Section III-B	DB 1080/101
Holly Tree Plantation, Phase III Section I	DB 1089/210
Holly Tree Plantation, Phase III Section II	DB 1103/677
Holly Tree Plantation, Phase III Section III	DB 1244/504
Woodall	DB 1033/720
Camelot (now Holly Tree Plantation)	DB 1007/409 (and see DB 1007/435)
Holly Hill	DB 1054/156
Plantation at Holly Tree	DB 1316/568
Holly Tree Country Club, Inc.	DB 1116/41

W I T N E S S E T H:

WHEREAS, all of the above-named subdivisions, phases, sections and other real property collectively comprise the residential and recreational development generally known and hereinafter referred to as “Holly Tree Plantation”; and

WHEREAS, the owners and Developers of all of the real property comprising Holly Tree Plantation previously have imposed upon such property the various declarations of covenants and restrictions listed above (hereinafter collectively referred to as “the Declarations”), all of which contemplated the formation of the Holly Tree Plantation Homeowners Association, Inc. (hereinafter referred to at times as “the Association”), as a non-profit corporation under the laws of the State of South Carolina, for the purpose of administering and enforcing the above-described covenants and restrictions; and

WHEREAS, each of the Declarations also provides for the creation of an Architectural Committee to administer those provisions relating to review and approval of plans and specifications for construction of houses and other structures, but the Declarations vary with respect to the number of members comprising the various Architectural Committees and the names of the members initially appointed to serve on them; and

WHEREAS, the undersigned, being all of the Developers (or their successors) and all of the present members of the Architectural Committees of all of the sections and phases of Holly Tree Plantation, as well as the Holly Tree Plantation Homeowners

Association, Inc. and the Holly Tree Country Club, Inc., deem it necessary and advisable to provide, in a manner consistent with all of the Declarations, (1) for the permanent and uniform administration of all covenants and restrictions applicable to Holly Tree Plantation by the Association and (2) for consistency in the application and enforcement of architectural and aesthetic restrictions through the appointment of the same individuals to serve on all of the Architectural Committees established pursuant to the Declarations;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for the purpose of facilitating the proper enforcement of all covenants and restrictions applicable to the real property contained in all portions of Holly Tree Plantation, the undersigned individuals and entities hereby agree as follows:

1. In those areas in which the Declarations provide for a three-member Architectural Committee, the Architectural Committee members shall be Robert S. Davies, Neil A. Sopko and Jerry J Lawson. To the best knowledge of the undersigned, those areas in which a three-member committee is specified are Holly Tree Plantation Phase I; Holy Tree Plantation Phase II, Section II; Holly Tree Plantation Section III; Woodall; the portion of Holly Tree Plantation formerly known as Camelot; and the property of the Holly Tree Country Club, Inc., to the extent the same is subject to the Declarations. In those areas in which the Declarations provide for a two-member Architectural Committee, the Architectural Committee members shall be Robert S. Davies and Neil A. Sopko. To the best knowledge of the undersigned, those

areas in which a two-member committee is specified are Holly Tree Plantation Phase III, Section III and Section III-B; Holly Tree Plantation Phase III, Section I, Section II and Section III; and Holly Hill. Upon the death or resignation of any member of any Architectural Committee, the vacancy created shall be filled by a successor chosen by the remaining member or members from a list of candidates approved by the Board of Directors of the Holly Tree Plantation Homeowners Association, Inc. Notwithstanding the foregoing, the members of the Architectural Committee of The Plantation at Holly Tree shall remain John C. Cothran and Mark A. Cothran, and their successors shall be chosen in the manner set forth in the Declaration of Covenants and Restrictions for The Plantation of Holly Tree, recorded February 4, 1988 in the RMC Office for Greenville County, South Carolina in Deed Book 1316, Page 568.

2. The undersigned acknowledge the existence and authority of the Holly Tree Plantation Homeowners Association, Inc. for the purpose of enforcing the provisions of the Declarations as set forth therein. The undersigned Developers, on behalf of themselves, their heirs, successors and assigns, hereby acknowledge and agree that they shall have no right in the future to limit or withdraw such authority of the Association or the authority of any Architectural Committee except through the normal voting and membership rights granted to all property owners and members of the Association by the Declarations and by the bylaws of the Association.

3. This document is intended to clarify the provisions of The recorded Declarations for Holly Tree Plantation which are Described above and therefore shall be recorded in the RMC Office For Greenville County for the purpose of providing notice of its Contents to existing and future owners of property in Holly Tree Plantation which is subject to the Declarations.

4. Each individual signing below hereby represents and Warrants that he is fully authorized to sign in the capacity or Capacities indicated below and that, to the best of his or her Knowledge, there are no other individuals or entities whose Signatures or consent to this document are necessary.

IN WITNESS WHEREOF, the undersigned have hereunto set their Hands and seals on the dates indicated below.

WITNESSES:

**HOLLY TREE PLANTATION
HOMEOWNERS ASSOCIATION, INC.**

By: -----
Date: -----

HOLLY TREE COUNTRY CLUB, INC.
By: -----

Date: -----

John C. Cothran
Date: -----

DECLARATION OF COVENANTS AND RESTRICTIONS

HOLLY TREE PLANTATION

PHASE 1

THIS DECLARATION made this 1st day of May, A.D., 1973, by HOLLY TREE PLANTATION, a Limited Partnership organized and existing under the laws of the State of South Carolina having its principal place of business in Greenville County, South Carolina.

WHEREAS, the Developer is the owner of the Real Property of this Declaration and desires to create a residential community in accordance with a uniform plan of development to preserve property values, to maintain open spaces and the natural beauty of the Real Property, to guard against construction thereon of poorly designed of proportioned structures built of improper or unsuitable materials, to obtain a harmonious architectural scheme and to create a livable environment, for the benefit of future purchasers of the Real Property

WHEREAS, the Developer deems it desirable to accomplish the said purpose to create an Architectural Committee and Homeowners Association and to which should be delegated the powers of administration of some of the aforesaid functions and of collecting and disbursing the assessments hereinafter provided.

NOW, THEREFORE, for and in consideration of the aforesaid considerations and in further consideration of the mutual covenants, conditions, reservations, servitudes and easements herein created for the benefit of the Developer, its successors and assigns and the future owners of the Real Property the Developer hereby declares, creates and imposes upon the Real Property the following covenants, restrictions, easements, assessments, reservations and servitudes which are hereby declared covenants running with the land, as follows:

ARTICLE I

REAL PROPERTY SUBJECT TO THIS DECLARATION

1.1 Existing Property. The Real Property which shall be held, transferred, sold, conveyed and occupied subject to these Covenants is all real estate shown on a plat of Holly Tree Plantation, Phase I, lying west of South Carolina Highway No. 14, and east and south of South Carolina Highway No. 48 (Bethel Road) in Austin Township, Greenville County, South Carolina, as shown on a plat thereof made by Enwright Associates, Engineers, dated the 28th day of May, 1973, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4X, Pages 32 through 37 inclusive, which is incorporated herein by reference and made a part hereof as though fully set forth herein.

1.2 Additions to Existing Property. Additional Real Property, including existing subdivisions, may become subject to these Covenants without the approval of any purchaser or transferee of the Developer by filing of record of a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall automatically extend the scheme of the Covenants and Restrictions of

this Declaration to such property. Such Supplementary Declaration may contain such additions and modifications of these Covenants as may be necessary to reflect the different character of added properties, but in no event shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration within the existing property as hereinabove described in Paragraph 1.1.

1.3 Residential Area. All Numbered Lots shown on the aforementioned recorded plat, hereinafter referred to collectively as the "Residential Area", are hereby set aside for use only for single family residential dwellings upon the terms and conditions hereinafter provided applicable thereto.

1.4 Multi-Family. All designated areas excluding the Residential Area or Numbered Lots, and specifically designated as "The Multi-Family Areas" on the Plat, are hereby set aside for use for multi-family structures and condominiums containing multiple living units under one roof or building with necessary outbuildings and common areas upon the terms and conditions hereinafter provided applicable thereto.

1.5 Recreational Area. All designated areas on the Plat (excluding the Residential and Multi-Family Areas) and specifically designated as the "Recreational Area" are hereby set aside for use for private recreational and beautification purposes and other uses connected therewith, upon the terms and conditions hereinafter provided. Applicable thereto. All lakes and ponds shown in the Recreational Area as above defined shall be deemed a part thereof.

1.6 Common Areas. Any parcels designated as "Common Areas" on the Plat shall refer only to those areas of land shown thereon excluding the Recreational, Residential and Multi-Family Areas, which are to be devoted for common use and enjoyment by the owners of the Numbered Lots and which shall be set aside and shall be conveyed to the Homeowners Association and to be used upon the terms and conditions hereinafter provided applicable thereto.

1.7 Existing Structures. In the event these Covenants shall be extended to additional Real Property, including existing subdivided and restricted subdivisions, all then existing structures and uses thereon shall not be affected by the terms hereof, but shall be deemed in compliance herewith, but this shall not apply to future structures and uses, or the alterations of existing structures, which shall be constructed, sold, transferred and occupied only in accordance with the terms hereof.

1.8 Conflict with Zoning Statutes. In the event of any conflict with the provisions hereof with any zoning ordinance or statute, or subdivision law or regulation, in effect on the date of recording of these Covenants, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

ARTICLE II

USES PERMITTED AND PROHIBITED IN RESIDENTIAL AREA

The uses permitted and prohibited and the terms, conditions and limitations hereinafter set forth in this Article II, Paragraphs 2.1 through 2.32, shall apply only to the areas defined as "Numbered Lots" in the "Residential Area" under the terms of Article I, Section 1.3 above, except where specifically provided to the contrary in Article VIII, hereinafter set forth.

2.1 Numbered Lots. The term "Numbered Lot" as used herein shall refer to the numbered lot as shown on the Plat in the Residential Area. A numbered lot shall also be construed to mean all or parts of a lot or lots shown on the Plat and may consist of one or more contiguous platted lots, all or part of the one platted lot and a part of a contiguous platted lot or lots or any other combination of contiguous parts of platted lots which shall form an integral unit of land suitable for use as a residential building site provided such lot extends from any street to an existing rear property line as shown on the Plat, provided, however, a resubdivided Numbered Lot as herein defined shall have such area and total square footage, and such a continuous frontage on any street, as shall be approved by the Architectural Committee.

2.2 Use for Single Family Residences. All Numbered Lots as herein defined shall be used exclusively for a single family residence and for residential or domestic purposes connected therewith not specifically prohibited by the terms of these Covenants.

2.3 Business Prohibited. No structure at any time situate on the Real Property, except in the Recreational Area, shall be used for any business, commercial, easement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are hereinafter permitted. No part of any structure therein shall be used for the purposes of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or for transient accommodations. No duplex residence, garage apartment or apartment house shall be erected or permitted to remain on any Numbered Lot in the Residential Area, and no structure at any time therein shall be converted into a duplex residence, garage apartment or apartment house.

2.4 Street Obstructions. No fence, wall, hedge, shrub, bush, tree or other object, natural or artificial, shall be placed or located on any Numbered Lot if the location of the same will in the judgment of the Architectural Committee obstruct the vision of any motorist upon any street or avenue shown on the Plat.

2.5 Square Footage Minimums. No residence or dwelling shall be constructed on any Numbered Lot shown on the Plat containing less than 2,000 square feet of floor space, exclusive of porches, screened and unscreened, garages and breezeways. In computing the square footage of any one story residence (other than a split-level residence) no credit shall be given for square footage of any basement or below the ground level of such building whether or not the same is finished and heated. No story and one-half residence, two-story residence or split-level residence shall be constructed on any Numbered Lot containing less than 2500 square feet of floor space exclusive of porches,

screened and unscreened, garages and breezeways. Minor deviations from the requirements of this Paragraph may be granted by the Architectural Committee.

2.6 Utility Areas. Each residence shall have at least one screened utility area which shall be constructed at the same time a min residence is constructed. Each Utility Area shall be hedged, or fenced on all sides thereof, except the entrance thereto, using such materials, with such height and design as shall be approved by the Architectural Committee in such a manner that structures and objects located therein shall present, from outside of such Utility Area, a broken and unobstructed view to the height of such hedge, wall or fence. No pens, yards or houses for pets, above-ground storage of construction materials, coal, oil or other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, tool shops, workshops, garbage and trash cans and receptacles, detached garages, above ground exterior air conditioning and heating equipment, children's playhouses, lawn maintenance equipment or other mechanical and household equipment or any other structures and objects as determined by the Architectural Committee to be of an unsightly nature and appearance shall be placed or permitted to remain upon any numbered lot unless the same shall be erected, maintained and allowed to remain wholly within a Utility Area.

2.7 Detached Out-buildings. No hot house, green house, summer house, cabana, outdoor fireplace, barbecue pit, swimming pool installation or other structure of any kind which extends more than three feet above the normal surface of the ground and which is detached from the single family residence or utility area shall be placed or permitted to remain on any Numbered Lot.

2.8 Setback Lines. No building shall be erected on any Numbered Lot nearer to the front lot line than the building Setback Line as shown on the recorded Plat. No residence shall be constructed nearer than twelve feet to any side lot line. On all Numbered Lots having frontage on the Recreational Area, no building or structure shall be constructed nearer to the rear setback line from said Recreational Area than the rear building setback line as shown on the recorded Plat, provided, however, that the Architectural Committee hereunder may approve minor deviations from the requirements of this paragraph.

2.9 Garages. Except where the topography of any Numbered Lot otherwise dictates as approved by the Architectural Committee, garages shall be located in order that doors and entrances thereto shall not be visible from any street or avenue on which any portion of the Numbered Lot abuts. Garages shall be screened on all sides, except the entrance side, using materials and design approved by the Architectural Committee in such manner than objects located within the garage shall present a broken and obscured view from the outside thereof. No carports shall be permitted on any lot.

2.10 Fences, walls and hedges. Except for driveways and walkways, no fence, hedge, wall or any other type of permanent structure or Utility Areas, or any part of the same, shall be erected, placed or allowed to remain in the area of any Numbered Lot lying between the front building Setback Line as shown on the Plat and the

edge of any street or avenue, and, as to Numbered Lots facing or abutting the Recreational Area, the same shall not be erected, placed or permitted to remain in the area of any Numbered Lot abutting the Recreational Area lying between the rear building restriction Setback Line as shown on the Plat and the boundary line of said Recreational Area. Hedges, fences and walls which extend not more than four (4) feet above the surface of the ground and which do not violate other provisions contained in these covenants may be erected, placed or allowed in any area not herein-above expressly prohibited, provided that such a fence, hedge or wall is constructed of such materials, design and location as shall be approved by the Architectural Committee.

2.11 Used Structures. No used buildings or structures shall be placed or permitted to remain upon the Real Property.

2.12 Signs and Advertising. No sign or any character shall be displayed or placed upon any Numbered Lot, except "for rent" or "for sale" signs, which signs shall refer only to the particular premises on which displayed, shall not exceed four (4) square feet in size and shall not extend more than four feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one sign to a Numbered Lot. The Architectural Committee may enter upon any Numbered Lot and summarily remove and destroy any signs which do not meet the provisions of this paragraph; provided, however, that the Developer, or any person designated by the Developer, may erect or maintain such commercial and display signs on such Numbered Lots, temporary dwellings, sales offices, model houses or other structures as Developer may deem advisable for development purposes.

2.13 Construction Delays. The construction of any residence or structure once commenced must be fully completed within one (1) year thereon unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety (90) consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which may be removed by the Developer or the Homeowners Association at the expense of the owner thereof, which expense shall be payable by such owner to the Developer and/or Homeowners Association on demand.

2.14 Paved Driveways. Prior to completion of construction of any residence on any Numbered Lot, the owner shall install at his expense a suitable paved driveway from the paved portion of the abutting street or avenue of a design, type of material and location approved by the Architectural Committee. All proposed driveways shall be specifically shown on a plot plan submitted to the Architectural committee for approval.

2.15 Picnic Areas and Trash Burning. No picnic areas nor detached outbuildings shall be erected or permitted to remain on any Numbered Lot prior to the commencement of construction of a permanent residence thereon. No trash, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of any Numbered Lot after construction of a permanent residence thereon. No fires for the burning of trash,

leaves, clippings or other debris or refuse shall be permitted on any Numbered Lot except during construction of a permanent residence thereon.

2.16 Tents and Shacks. No shed, shack, trailer, tent or other temporary or movable building or structure of any nature or kind shall be erected, placed or permitted to remain on the Real Property; provided, however, that nothing contained herein shall prevent the use of a temporary construction shed during the period of actual construction of a dwelling or other building permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the period of such construction.

2.17 Trailers and Vehicles. No trailer, basement, garage or any outbuilding of any kind, shall at any time be used as a residence, either temporarily or permanently. No travel trailer, disabled or wrecked vehicle, mobile home or tent shall be placed, erected or permitted to remain on the Real Property nor shall any overnight camping be permitted on any Numbered Lot.

2.18 Fuel Tanks. Fuel storage tanks shall be buried below the surface of the ground. Every receptacle for ashes, garbage or rubbish shall be installed underground, or if installed above ground, shall be placed only in the utility area required by the terms of paragraph 2.6 above.

2.19 Boats. No boats may be kept or parked on the Real Property unless the same are completely inside a garage or carport or contained within the utility area meeting the requirements of paragraph 2.6 above.

2.20 Name and Number Plates. A plate or sign showing the number of the residence and the name of the occupants may be placed on any numbered lot on which a building is located at the option of the property owner in accordance with the size, location, design and type of materials approved by the Architectural Committee.

2.21 Window Air Conditioning Units. No window air conditioning unit shall be installed on any side of any building which faces a street.

2.22 Television Antennae. No radio or television aerial or antennae, nor any other exterior electronic equipment or devices of any kind, shall be installed or permitted to remain on the exterior of any structure located on the Real Property unless the location, size and design thereof shall have been approved by the Architectural Committee. The provisions of this paragraph shall not apply to equipment or devices above mentioned located wholly within a utility area meeting the requirements of paragraph 2.6 above.

2.23 Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, gamebirds, game fowl or poultry or guineas shall be kept, permitted, raised or maintained on the Real Property. Not more than two dogs, nor more than two cats, nor more than four birds, nor more than four rabbits may be kept on the Real Property for the pleasure and use of a single family, but not for any commercial or breeding use or purpose. Birds and rabbits shall be kept caged at all times. Dogs and cats shall be kept confined at all times and not allowed to roam so as to

become a nuisance to the neighborhood or nearby property nor destructive of wildlife.

2.24 Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on on any part of the Real Property nor shall anything be permitted which may be or become a nuisance, a source of embarrassment, discomfort or annoyance to the neighborhood. All property shown on the Plat is hereby declared to be a wildlife sanctuary and any hunting of any wild birds or animals is hereby prohibited.

2.25 Concrete Blocks. No concrete blocks shall be used in the construction of any building or structure on any Numbered Lot which may be visible from the exterior after grading has been completed, unless the design thereof has been approved by the Architectural Committee.

2.26 Easements. Easements for the drainage of surface water as shown on the Plat are hereby reserved. Each owner of any property the subject of said easement shall keep swales located thereon planted with grass or other ground covers, free and unobstructed in a good state of repair and condition and shall provide for the installation of such culverts of his property as may be reasonably required for proper drainage.

2.27 Sewage Disposal. Sewage disposal shall be by connection to the public sewage system in compliance with the requirements and specifications of the South Carolina State Board of Health. Where connection to the public sewage system is not practical or feasible, a septic tank and drain field may be placed on a Numbered Lot complying with the specifications and requirements of the South Carolina State Board of Health.

2.28 Wells. No wells may be drilled or maintained on any part of the Real Property without first obtaining the written consent of Architectural Committee. In no event shall any individual water supply system or well be permitted on any part of the real property except for the use to supply water for air conditioning, heating, and irrigation purposes and swimming pools and other exterior use.

2.29 Utility Easements. The Developer hereby reserves and is given a perpetual, alienable and releasable easement for the installation of utilities, (including water, electric, telephone, gas and sewer lines) over, in and under a five (5) foot strip parallel to, and tangent with, all side lot lines of any Numbered Lot, and over, in and under a ten (10) foot strip parallel to and tangent with all rear lot lines of any Numbered Lot, as well as in and to all easements for water, gas, drainage, electricity and sewage as specifically shown on the recorded subdivision Plat. The Developer shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns, unless conveyed and/or alienated to third parties for the purpose of providing utility services. The side and rear lot line easements herein granted in the event any Numbered Lot shall be resubdivided or replatted, as above provided, shall thereafter apply only to a Numbered Lot as resubdivided or replatted instead of applying to the Numbered Lot as originally platted, except that no resubdivision or replatting shall affect specific easements shown on the recorded Plat.

2.30 Trees. No living tree having a diameter greater than ten inches four feet from ground level may be cut on any land without first obtaining the written consent of the Architectural Committee, except such trees as shall be growing within twenty (20) feet of the radius of any building located on the Real Property.

2.31 Motor Scooters and Motorcycles. No motor scooter, motorcycle or go-cart shall be operated on any portion of the Real Property.

2.32 Access. There shall be no access from any Number Lot as shown on the Plat on the perimeter of the property thereon shown, except to and from designated streets and roads located exclusively within the boundary or perimeter lines of Holly Tree Plantation as shown on the Plat.

2.33 Rubbish Removal. The owner of each Numbered Lot, improved or unimproved, shall keep the same free of 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 and in a neat and attractive condition. In the event the owner of any Numbered Lot fails to comply with the terms of this paragraph, the Developer and/or the Homeowners 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 any 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 Developer and/or Homeowners 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 in Article VI to which such Numbered Lot is subject. Neither the Developer nor the Homeowners Association as the case may be, 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.

ARTICLE III

LAKE AND RECREATIONAL ABUTTING PROPERTY

The following additional covenants and restrictions are hereby made applicable to any portion of the Residential Area containing Numbered Lots or the Multi-Family Area containing multi-family dwellings which adjoin any golf course, lakes or the Recreational Area designated on the Plat as the Recreational Area, to-wit:

3.1 Lakes and Golf Courses in Recreational Areas. Except as specifically provided to the contrary in paragraph 3.2, hereinafter, the area designated as the Recreational Areas on the recorded Plat, and any lakes or golf courses contained exclusively in the Recreational Area, shall remain privately owned and the sole and exclusive property of the Developer, its successors and assigns. No structure of any kind shall be erected, placed or permitted to remain over, into or upon any portion of the Recreational Area, or any lake or stream contained exclusively therein, unless placed thereon by the Developer.

3.2 Lakes Projecting Into Multi-Family Areas. Where any lake

projects across a property or boundary line from the Recreational Area into the Multi-Family Area or Areas, the Developer and the owner of

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owners of the Multi-Family Area involved do hereby grant to each other a reciprocal easement to use the whole of the lake involved for beautification and recreational purposes. Title and ownership to that portion of any lake which lies or is contained within the boundary lines of the Multi-Family Area or Areas, and without the boundary lines of the Recreational Area, as shown on the recorded Plat, shall be deemed for all purposes to be owned by the owner or owners of the Multi-Family Area or Areas involved, subject to the aforesaid reciprocal easement.

3.3 Trimmed Lines. The owner of the Real Property which adjoins or abuts the Recreational Area or a lake connected therewith shall keep his property trimmed, cut and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank or golf course and prevent erosion.

3.4 Dredging and Filling. No Real Property on said Plat outside the Recreational Area shall be increased in size by filling in water on a lake on which such property abuts, nor shall any such Real Property be dug out or dredged so as to cause the water of the lake to protrude into such Real Property. No owner of Real Property outside the Recreational Area adjoining a lake shall pump or otherwise remove water from said lake.

3.5 Rocks, Stones, Debris. No rocks or stones and no trash, garbage, sewage waste water, (other than surface water,) rubbish, debris, ashes or other refuse or debris shall be deposited on the Recreational Area or lake located thereon.

3.6 Rights to Recreational Area. Except as permitted in paragraph 3.2, above, the owner of any Real Property outside the Recreational Area shown on the Plat shall not acquire, and shall not have at any time, any rights, ownership, title, interest, easements or privileges of any kind into, over or with respect to the Recreational Area. In the event the owner of such Real Property or any other persons be permitted or allowed the rights to use any part of a golf course, lake or the Recreational Area either by acquiescence or express consent of the Developer, all such rights may be terminated and cancelled by the Developer at any time with or without cause or liability to anyone.

3.7 Golf Ball Retrieval Easement. The Developer, its successors and assigns, reserves an easements for itself, its members, guests, invitees and licensees to enter upon any Real Property adjoining any golf course in the Recreational Area for the purpose of retrieving of wayward golf balls.

3.8 Riparian Rights. Except as permitted in paragraph 3.2, above, no owner of Real Property contiguous to a lake or stream shall have riparian rights with respect to such lake or stream or the land thereunder or the water therein, or acquire title to any land by accretion or reliction. The Developer shall not be liable for damages to any owner of any Real Property fronting on any lake or stream caused by erosion, washing or other action of the water of any lake or stream.

3.9 Pollution. No Real Property shall be used in such a manner as would result in the pollution of any lake, stream or waterway that flows through or adjacent to such Real Property either by discharge therein of refuse, sewage or other material or by any action or conduct with might tend to pollute the waters of any such stream

or lake or otherwise impair the ecological balance of the surrounding waters and land.

ARTICLE IV

APPROVAL OF PLANS AND SPECIFICATION

4.1 Architectural Committee. For the purposes of insuring the development of the Real Property as an area with an esthetic appearance, and except as excluded in paragraph 4.4, no building, structure, fence, wall, utility area, driveway, swimming pool or other structural improvement, regardless of size or purpose whether attached to or detached from a main residence, located in the Residential Area shall be commenced, placed, erected or allowed to remain on any Numbered Lot, nor any additions to, or exterior changes in, or alterations thereto shall be made unless building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Real Property together with such other information as shall be reasonably required by the Architectural Committee shall have been submitted to and approved in writing by the Architectural Committee hereinafter established. Additionally, the Architectural Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these Covenants.

4.2 Committee Members. The Architectural Committee shall be composed of Jack E. Shaw, James P. McNamara and Patrick H. Brown, III. In the event of the failure of inability for any reason of a member to act, or any resignation from the Architectural Committee, the vacancy created shall be filled either permanently or temporarily, as necessary, by the remaining member or members of the Architectural Committee. For any matter to be disapproved, not less than three members of the Architectural Committee shall join in voting to disapprove the same. In all other matters, except for the disapproval of matters, a simple majority of those voting shall govern.

4.3 Successors. After the sale of all Real Property in the Residential Multi-Family and Recreational Areas by the Developer, the Board of Directors of the Homeowners Association shall have the right to fill any vacancies which may occur in the membership of the Architectural Committee.

4.4 Standards of Disapproval. The Architectural Committee shall have the absolute and exclusive right to refuse to approve any building plan, specification, materials, design, lot grading or landscaping plan of any thing or structure which in the opinion of the Architectural Committee are not suitable or desirable for any reason whatsoever, including purely esthetic reasons and reasons connected with the future development plans of the Developer of contiguous lands. In passing upon such matters the Architectural Committee may take into consideration the suitability of proposed materials, the quality of proposed workmanship, harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties; provided, however, that it shall not be necessary to obtain the approval of the Architectural Committee for any structure which is to be erected and maintained wholly within and obscured by a Utility Area as hereinabove required.

4.5 Failure to Approve or Disapprove. In the event that the Architectural Committee fails to approve or disapprove any matters with the scope of its authority within thirty (30) days after same have been submitted to it, or in any event, if no suit to enjoin such matter or thing has been commenced prior to completion or the doing

of such matter or thing, such prior approval shall not be required

and this Covenant shall be deemed to have been fully complied with, and no suit or claim shall thereafter be available to the Architectural Committee to the owner of any Real Property, or to the Developer.

4.6 Application Time. Applications for approval as required hereon shall be made to the Architectural Committee or to any member thereof, which shall be the time for the running of said thirty (30) days from the date of submission.

ARTICLE V.

WAIVER OF SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS ON LOTS

The Architectural Committee hereinabove constituted under the terms of Article IV is hereby authorized and fully empowered by unanimous vote of all of its members to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon the Real Property, on in the use, and failure to use, any of the Real Property the subject hereof, any and all minor violations of any of the requirements set forth in these Covenants, if, in the opinion of all of the members of said Architectural Committee, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real property involved and if in the opinion of the members of such Committee, such violation or violations will cause no substantial injury to any other property owner. The waiver, approval or ratification by the Architectural Committee in accordance with terms of this paragraph shall be binding upon all persons, and the powers of waiver herein conferred upon the Architectural Committee shall be construed liberally so as to affect any matters or things included within the terms and conditions of these Covenants.

ARTICLE VI

HOMEOWNERS ASSOCIATION AND MAINTENANCE CHARGES

The Developer has or shall incorporate under the laws of the State of South Carolina a non-profit corporation known as "The Holly Tree Plantation Homeowners Association, Inc." for the purpose of administration of some of the functions of these covenants, and of collecting and disbursing the maintenance charges hereinafter provided, to-wit:

6.1 Membership. Subject to the provisions of its By-Laws to the contrary, every person or entity who is a record owner of a fee or an undivided fee interest in any Numbered Lot in the Residential Area which is subject to these Covenants shall be a member of The Holly Tree Plantation Homeowners Association, Inc., subject to such voting rights as are provided in the Articles of Incorporation and By-Laws thereof; provided, however, that any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member.

6.2 Maintenance Charges. All Numbered Lots shown on the recorded Plat in the Residential Area shall be subject to an annual

assessment at the rate to be determined by the Homeowners Association not exceeding \$150.00 per annum, unless changed by a two-thirds vote of all Members of Homeowners Association. Said assessment shall be divided into monthly payments and shall be due and payable on the first day of each month, and may be adjusted, either by decreasing the same or increasing the same by a vote of the Members of the Homeowners Association, provided, that no increase in excess of the \$150.00 per annum limit shall be made unless same shall be approved by a two-thirds vote of all Member of the Homeowners Association. Provided, however, that no lot while the same is owned by the Developer, Holly Tree Plantation, or any contractor who is or intends to use the same for the purposes of construction of a residence to be resold to third parties shall be subject to the assessments herein provided. All sums are payable to the Homeowners Association and shall be administered by the officers, members and directors of said association and may be used for the functions hereinafter set out, it being expressly stipulated that the Homeowners Association is empowered to perform any and all of said functions, but that it shall be under no duty to perform, or to continue to perform any of said functions, to-wit:

(a) Payment of the necessary charges and expenses of the operation of the Homeowners Association.

(b) Lighting, improving, cleaning and mainataining the streets, parks and Common Areas.

(c) Maintenance of any recreational facilities for the general benefit of the owners of any Numbered Lots in the Residential Area.

(d) Caring for vacant and untended land, if any, within the Real Property, removing grass and weeds therefrom and doing all other things necessary or desirable, in the opinion of the officers and directors of the Homeowners Association, to keep all property within the subdivision neat and in good order for the general benefit of the owners of all Numbered Lots within the subdivision.

(e) Any expenses incident to the enforcement of these covenants, or the exercise of any powers conferred upon the Architectural Committee by the terms and conditions of these Covenants.

(f) The payment of any property taxes and assessments, if any, which may be levied by any public authority upon any common areas which may be established for the benefit of the property owners in the Residential Area.

(g) Such other purposes and function I the opinion of the Officers, Directors and Members of the Homeowners Association as may be necessary for the general benefit of the owners of Numbered Lots in the Residential Area of the subdivision.

(h) For the collection of garbage and such other utility or domestic services for the owners of Numbered Lots as shall be approved and undertaken by the Homeowners Association.

6.3 Beautifications. The Homeowners Association shall encourage the planting of flowers, grass, shrubs and other botanical beautification of all Real Property in the subdivision.

6.4 Liens. The annual assessment or charges shall constitute a lien or encumbrance upon that particular land and acceptance of each of the several Deeds of conveyance shall be construed to be a covenant by the Grantee to pay said assessment and charges, which covenant shall be for the benefit of the Homeowners Association, the Developer and the owners of Numbered Lots in the subdivision and which covenants shall run with the land and be binding upon any Grantee, its heirs, successor and assigns. The Homeowners 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 assessments and charges.

6.5 Foreclosure. In the event that it is necessary to fore-close the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate mortgage in the State of South Carolina.

6.6 Limitations on Liens. The lien hereby reserved, however, shall be subject to the following limitations and exceptions, to-wit:

(a) Such lien shall be at all times subordinate to the lien of any Mortgagee or Lender of any sums secured by a recorded Mortgage or Deed to secure debt, to the end and intent that the lien of any Mortgagee, Trustee or Lender, legal or equitable, shall be paramount to the lien for the charges and assessments herein, provided, further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of Mortgagee or Deed to secure and hold title by Deed in lieu of foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after such sale under foreclosure of such Mortgage or acquisition of title by Deed in lieu of foreclosure.

(b) Notice of any charge or assessment 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, South Carolina. As to subsequent bonafide purchasers for value the lien herein reserved for charges and assessments 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 Homeowners Association to enforce the collection of any charges and assessments that shall become payable after the acquisition of title by such subsequent bonafide purchaser for value.

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

6.7 Future Additions. The Developer may hereafter plat additional subdivisions of land contiguous to or nearby Holly Tree Plantation Phase I and the Developer reserves the right to subject the same to membership in the Holly Tree Plantation Homeowners Association, Inc. and to grant the Homeowners Association rights, powers, duties and obligations with respect to annual maintenance charges and assessments for the same or similar objects and purposes and on substantially the same terms and conditions as those which are set forth in this Article.

6.8 Withdrawal. The Developer shall have the exclusive right to any time and from time to time to withdraw from the Holly Tree Plantation Homeowners Association, Inc., all of the rights, powers, privileges and authorities granted to it as contained herein and elsewhere in these Restrictions and Covenants, and to transfer and assign all of such rights, powers, privileges and authorities to withdraw the same from such other person, firm or corporation as the Developer may select. In the event of such transfer and assignment all

maintenance funds then on hand shall be forthwith paid over and delivered to the transferee or assignee so selected by the Developer to be held for the purposes specified herein, and such transferee or assignee so selected by the Developer shall hold the same for the purposes specified herein. Such transferee or assignee by accepting such funds shall assume all obligations of the Homeowners Association hereunder.

6.8 Uniform Assessment. All liens, charges and assessments created hereunder must be uniformly fixed, assessed, charged and collected on all numbered lots.

AMENDMENTS AND MODIFICATIONS TO COVENANTS

7.1 Reservation. The Developer reserves and shall have the right to amend these Declaration of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the covenants and restrictions herein contained.

7.2 Additional Covenants. No property owner, without the prior written approval of the Developer, may impose additional covenants, restrictions or any part of the Real Property shown on the Plat of Holly Tree Plantation, except for the owners of property in the Multi-Family Areas, which may do so.

ARTICLE VIII

RESTRICTIONS SPECIFICALLY APPLICABLE TO MULTI-FAMILY AREA

8.1 Uses Permitted. The Multi-Family Area in paragraph 1.4 above shall be used exclusively for multi-family structures and for related and incidental uses and purposes connected therewith, except as otherwise herein provided.

8.2 Incorporation of Uses Prohibited. The terms and conditions contained in these Covenants in paragraph 2.3, 2.4, 2.11, 2.16, 2.17, 2.19, 2.21, 2.22, 2.23, 2.24, 2.31 and Article III, paragraphs 3.1 through 3.9, inclusive, shall and are hereby made specifically applicable to the Multi-Family Areas as shown on the Plat, unless the context thereof clearly dictates to the contrary, or unless expressly otherwise permitted in paragraphs 8.3, 8.4, 8.5 and 8.6 hereinafter set forth.

8.3 Clubhouses in the Multi-Family Areas. Notwithstanding the provisions of paragraphs 2.3 and 2.7 hereinabove provided to the contrary, clubhouses, multi-family apartment houses and buildings, cabanas, summer houses and like structures shall, and are hereby expressly permitted in the Mutli-Family Areas.

8.4 Trailers and Mobile Homes in Multi-Family Areas. Notwithstanding the provisions of paragraph 2.17, hereinabove, trailers, travel trailers and mobile homes may be used as residences, offices, or for other uses and purposes during the period of construction of buildings and improvements on and in the Multi-Family Areas.

8.5 Boats and Travel Trailers in Multi-Family Areas. Notwithstanding the provisions of 2.19, hereinabove, boats and travel trailers may be kept and parked in the Multi-Family Area for the use of residents residing thereon, but only if kept and parked in designated areas thereof specifically set aside and provided by the Developer and

Builder of the multi-family structures and buildings in the Multi-Family Areas.

8.6 Television Antennae in Multi-Family Areas. Notwithstanding the provisions of paragraph 2.22, hereinabove, central radio and television aerial or antennae for the use of all residents in a Multi-Family Area or Areas is hereby expressly permitted in the Multi-Family Areas.

8.7 Architectural Controls in the Multi-Family Areas. The provisions contained in Article IV, paragraphs 4.1 through 4.6, inclusive shall not apply to the Multi-Family Areas shown on the recorded Plat. Except where specifically provided to be applied in paragraph 8.2 above, the terms Article II hereinabove shall have no application to the Multi-Family Areas shown on the recorded Plat.

ARTICLE IX.

RECREATIONAL AREA

9.1 General Provisions. Subject to the provisions contained in paragraph 3.2, above, all areas designated on the Plat as the Recreational Area shall be used exclusively for privately owned beautification, sports, athletic, recreational and incidental uses and purposes.

ARTICLE X.

TERMS AND ENFORCEABILITY

10.1 Enforcement. If the Developer or its successors, heirs and assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any Real Property situated in Holly Tree Plantation Phase I as shown on the Plat to prosecute any proceedings that law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from so doing or to recover damages and other dues for such violations. In validation for any one or more of these covenants by a judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

10.2 Loan Requirements. If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Veterans Administration or any other recognized institution, agency, public, or private, granting or insuring loans, and shall render any lot in said subdivision unacceptable for any such loan, the Developer shall have the authority to alter, amend or annul any such Covenants as may be necessary to make any of the Real Property herein acceptable, and eligible for such loan.

10.3 Term of Covenants. These covenants and restrictions, as altered, annulled and amended from time to time as provided for herein, unless released or waived as herein provided, shall be deemed covenants running with the land and shall remain in full force and effect until the first day of January, A.D., 2013, and, thereafter, these Covenants shall be automatically extended for successive periods of twenty-five (25) years each unless within six months prior to January 1, 2013, or within six month preceding the end of any successive twenty-five year period, as the case may be, a written agreement executed by the then owners of the majority of the owners of the Real Property shown on the Plat shall be recorded in the RMC Office for Greenville County, S.C. in which written agreement any of the Covenants, restrictions, reservations and easements provided for herein may be changed, modified,

waived or extinguished, in whole or in part, as to all or any part of the Real Property then subject hereto in the manner and to the extent provided in such written agreement.

ARTICLE XI.

DEFINITIONS

The following words when used in these Covenants or in any Supplemental Declaration shall have the following meaning unless the context in which such terms are used shall clearly indicate to the contrary, to-wit:

11.1 Real Property. "Real Property" shall refer to such existing land, tenements, real estate, real properties, and future additions thereto, if any, the subject of these Covenants, including the Numbered Lots, Multi-Family Areas, Recreation Areas and Common Areas as above provided.

11.2 Numbered Lot. "Numbered Lot" shall mean and refer to any plot of land shown on any recorded subdivision plat of the Residential Area which is intended for use and occupancy as a single-family dwelling and as further defined in Paragraph 2.1 above.

11.3 Plat. The term "Plat" shall mean and refer to the recorded plat of Holly Tree Plantation Phase I made by Enwright Associates, Engineers in accordance with the date and book and page of recording in the RMC Office for Greenville County, S.C. as set forth in Paragraph 1.1 above.

11.4 Developer. The term "Developer" shall mean and refer to Holly Tree Plantation, a Limited Partnership, the present owner and developer of Holly Tree Plantation Phase I, or any successor in interest to said limited partnership in the development of the Real Property, exclusive of the Multi-Family Area.

11.5 Architectural Committee. The term "Architectural Committee" shall mean and refer to the Committee established under the terms of Paragraph 4.1, et seq. Of Article IV.

11.6 Homeowners Association. The term "Homeowners Association" shall mean and refer to the Homeowners Association established by the Developer under the terms of Article VI above, which Homeowners Association shall be a non-profit corporation now or hereafter incorporated under the laws of the State of South Carolina.

11.7 Covenants. The term "Covenants" shall mean and refer to the within Declaration of Covenants and Restrictions applicable to Holly Tree Plantation Phase I as now or hereafter amended, modified, and extended to include additional properties.

11.8 Areas. The terms "Residential Area" and "Multi-Family Area", and "Recreational Area" and "Common Areas", as used in these Covenants are to mean those separate areas on the Plat of Holly Tree Plantation Phase I, hereinabove specifically defined in Paragraphs 1.3, 1.4, 1.5 and 1.6 to which different areas some or all of the within Covenants apply.

11.9 Paragraph Headings. All "Paragraph Headings" appearing under each numbered Article or to the right of each numbered paragraph

of each Article have been inserted in these covenants for ease of reference only and are not to be construed as a part thereof.

IN WITNESS WHEREOF, THE UNDERSIGNED Developer, Holly Tree Plantation, has caused this Declaration of Covenants and Restrictions to be executed this date and year first above written.

IN THE PRESENCE OF:

HOLLY TREE PLANTATION, A Limited Partnership

By: _____
Jack E. Shaw

John A. Gerring

James P. McNamara

GENERAL PARTNERS

