

COVENANTS
OF
COUNTRY VIEW ESTATES HOMEOWNERS
ASSOCIATION
(A South Carolina Non-Profit Corporation)

Table of Contents

- ARTICLE I 5
 - PURPOSE AND ENFORCEMENT OF RESTRICTIVE COVENANTS 5
 - 1.1 Purpose..... 5
 - 1.2 Enforcement..... 5
- ARTICLE II 5
 - USES PERMITTED AND PROHIBITED..... 5
 - 2.1 Residential..... 5
 - 2.2 Temporary and Nonresidential Structures. 5
 - 2.3 Trailers..... 5
 - 2.4 Noxious or Offensive Activities. 6
 - 2.5 Storage Tanks..... 6
 - 2.6 Animals..... 6
 - 2.7 Miscellaneous. 6
 - 2.8 Shrubbery..... 6
 - 2.9 Parking. 6
 - 2.10 Mailboxes..... 6
 - 2.11 Antennae..... 6
- ARTICLE III 7
 - SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS..... 7
 - 3.1 Setback Lines..... 7
 - 3.2 Carports and Garages..... 7
 - 3.3 Walls, Fences and Hedges..... 7
 - 3.4 Recutting of Lot..... 7
 - 3.5 Minimum Floor Area..... 7
- ARTICLE IV 8
 - EASEMENTS..... 8
- ARTICLE V 8
 - ARCHITECTURAL COMMITTEE 8
 - 5.1 Formation..... 8
 - 5.2 Approval of Plans. 9

5.3 Disapproval of Plans.....	9
5.4 Non-action by Committee.....	9
5.5 Submission of Application.....	9
5.6 Construction Period.	9
5.7 Waiver of Violations.....	10
ARTICLE VI	10
ASSESSMENTS	10
6.1 Imposition.	10
6.2 Property Held by Developer.....	10
6.3 Amount of Assessment.	10
6.4 Payment and Use of Funds.	10
ARTICLE VII	10
HOMEOWNERS ASSOCIATION	10
7.1 Formation and Incorporation.....	10
7.2 Membership.....	11
7.3 Bylaws.	11
7.4 Powers and Functions.....	11
7.5 Lien.....	12
7.6 Foreclosure.	12
7.7 Uniform Assessment.....	12
ARTICLE VIII	12
MISCELLANEOUS.....	12
8.1 Signs.	12
8.2 Bird Sanctuary.....	12
8.3 Developer’s Office.....	12
8.4 Severability.....	12
ARTICLE IX	13
AMENDMENT	13
9.1 Loan Requirements	13
9.2 Clarification.....	13
9.3 Additional Covenants.....	13
9.4 Owners.....	13

Covenants

STATE OF SOUTH CAROLINA

*FIRST REVISION OF THE RESTRICTIVE COVENANTS FOR COUNTY OF GREENVILLE
COUNTRY VIEW ESTATES*

The undersigned, being all of the owners of all lots and tracts of land shown on plat of subdivision known as Country View Estates dated May 15, 1990 and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 17-Y. Pages 84 and 85, do hereby impose on the numbered lots shown on said plat the Restrictive Covenants hereinafter set forth. By this action the undersigned do hereby revoke the previous Restrictive Covenants recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1399, Page 319 and re-recorded in Deed Book 1401, Page 28, it being the intent of the parties to substitute the following Restrictive Covenants for said Restrictive Covenants thereby amending the aforementioned said Restrictive Covenants. As a result of this amendment, the following Restrictive Covenants shall be the only Restrictive Covenants applicable to said lots. These Restrictive Covenants shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said Restrictive Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots, it is agreed to change or abrogate said covenants in whole or in part. In such vote each lot shall be entitled to one (1) vote and only one vote, irrespective of ownership.

ARTICLE I

PURPOSE AND ENFORCEMENT OF RESTRICTIVE COVENANTS

1.1 Purpose.

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

1.2 Enforcement.

If the undersigned, its successors or assigns, any lot owner in said subdivision or anyone else, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or dues for such violation. Any person or entity successfully enforcing the provisions of these Restrictive Covenants shall also be entitled to collect from the party violating the Restrictive Covenants all costs connected with the enforcement of these Restrictive Covenants including reasonable attorney fees.

ARTICLE II

USES PERMITTED AND PROHIBITED

2.1 Residential.

All lots in this subdivision shall be known and described as residential lots and shall be used exclusively for single family residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any such lot other than one (1) detached single-family dwelling not to exceed two and one-half (2-½) stories in height and a garage for private passenger automobiles.

2.2 Temporary and Nonresidential Structures.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

2.3 Trailers.

No house trailer shall be placed on any lot either temporarily or permanently. Any camping trailer and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be

neatly stored and positioned to be inconspicuous. No tree houses or play houses shall be erected on any lot unless previously approved in writing by the Architectural Committee.

2.4 Noxious or Offensive Activities.

No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose.

2.5 Storage Tanks.

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

2.6 Animals.

No animals shall be kept, maintained or quartered on any lot except that cats, dogs, and caged birds may be kept (not more than two of each) as pets for the pleasure of the occupants.

2.7 Miscellaneous.

Trash cans, wood piles and clothes drying yards must be so located that they will not be visible from the street.

2.8 Shrubbery.

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

2.9 Parking.

Provisions must be made by the property owners for off street parking of all cars as the parking of such cars on street right-of-way for long periods of time during the day and night will not be permitted.

2.10 Mailboxes.

The Architectural Committee will require a uniform post office box or mail receptacle in accordance with such size and design as shall be required and provided by the Architectural Committee.

2.11 Antennae.

No tower, television antennae, or other antennae, or satellite dishes, shall be erected on any lot or attached to any home structure provided, however, each home may have a standard-roof top antennae. The standard for the antennae shall be as determined by the Architectural Committee from time to time which standard may change. However, any change in the standard shall not affect any previously erected antennae that have been approved by the Architectural Committee. However, if a previously approved antenna is taken down any new antennae must meet any revised standard.

ARTICLE III

SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

3.1 Setback Lines.

No building shall be erected on any lot nearer to the front lot line than twenty feet (20') and any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots shall face in the direction designated by the Architectural Committee. No residence shall be nearer to any side lot line than a distance equal to ten percent (10) of the width of the lot measured at the building setback line but in no event shall any residence be less than eight feet (8') from the side lot line. Any detached garage or other outbuilding erected shall be at least sixty feet (60') from the front lot line and no nearer than five feet (5') to any side or rear lot line and may not be more than two (2) stories in height.

3.2 Carports and Garages.

Particular care must be given to the design and location of carports or garages. Carports are to be at the side or rear of the house with a wall closure across the front. House owners should also keep their garage doors closed at all times.

3.3 Walls, Fences and Hedges.

No wall, fence, or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building setback line having a height of more than three feet (3') and any such wall, fence or hedge proposed to be erected or placed on any such lot, whether as part of the original residence design or a later addition, must receive the approval in writing of the Architectural Committee.

3.4 Recutting of Lot.

No numbered lots in this subdivision shall be re-cut so as to face any direction other than as shown on the recorded plat hereinabove referred to, nor shall any of said lots be re-subdivided so as to recreate an additional building lot. This provision is not intended to prevent cutting off a small portion or portion of any lot for the purpose of conveying the same to an adjoining lot owner. Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided written approval thereof shall first be obtained from the Architectural Committee and provided, further, said site faces as required by the restrictions and the recorded plat.

3.5 Minimum Floor Area.

The following floor space requirement shall apply to the residences in this subdivision. In calculating the "minimum floor space" reference shall be made to only the heated area of the residence". Porches, garages and breezeways shall be excluded from this calculation.

One story residences 2000 square feet

Two story residences 2200 square feet / 1000 square feet first floor

One and one-half story residences 2000 square feet

3.6 Driveways.

The total area of all driveways shall be paved by plant mix concrete or asphalt.

ARTICLE IV

EASEMENTS

Developer reserves easements for itself and for the benefit of any nubile authorities and utility companies to which Developer may choose to grant such easements, over and through all areas designated as roads, streets, walkways, buffer areas, and such additional portions of the property as may be necessary in order to provide water, sewerage, power, gas, television cable, surface water, drainage and other utility and common services to owners of any portion of the property, including, without limitation, all areas designated as such by broken lines on the initial plat. All numbered lots within the property are also subject to an access, drainage, and utility easement five feet (5') in width along and inside all property lines; provided, that if a dwelling is built adjacent to or near a side property line or shares a party wall built on a lot line with a dwelling built on the adjacent lot, then there shall be no drainage and utility easement along such lot lines. The easements reserved to the Developer above, and the easements which Developer has granted and shall grant to appropriate public authorities and utilities, shall include the right to go upon, over, across, and under any area of the property for ingress, egress, erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water means, gas lines, and other suitable equipment, television cable, gas, water, sewer, and other public conveniences and utilities. Said easements shall also allow Developer or any appropriate utility or other authority to cut drain ways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance. Said easements include the right to cut any trees, bushes, or shrubbery, and to make any gradings of the soil or take similar actions reasonably necessary to provide safe and effective utility installation and maintenance. Developer shall have the right, but not the obligation, to transfer or grant to the Homeowners Association all or any of the easements reserved to Developer hereunder. The easements and rights-of-way granted in this Section may be enjoyed and utilized by all parties to whom such easements and rights-of-way are granted, and to their assignees, lessees, guests, invitees, and licensees. Nothing contained herein shall prevent the Developer from dedicating all or any such streets, roads, or driveways to any public authorities; and after any such areas have been dedicated to any public authorities said areas shall be governed by applicable laws and regulations, and Developer shall have no further responsibility for maintenance or upkeep of the areas so dedicated, except as may be required by such applicable laws.

ARTICLE V

ARCHITECTURAL COMMITTEE

5.1 Formation.

The Architectural Committee shall be composed of Thomas H. Pless and two (2) other persons to be named by the Developer. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member(s) of the Committee. Two members shall constitute a quorum and a vote of two members is necessary to transact any business of the Committee.

5.2 Approval of Plans.

No improvements shall be erected, placed, altered or changed in any lot in this subdivision until and unless the building plans, specifications and plat showing the proposed type of construction, exterior design and location of such residence having been approved in writing by the Architectural Committee. In addition, a landscape development plan must likewise be submitted to and approved by the Architectural Committee showing the location of proposed fences, boundary, or patio walls, hedges, shrubbery, walkways, driveways, parking areas and important trees. This provision shall not apply to the Developer.

5.3 Disapproval of Plans.

In order to prevent duplication of buildings or improvements to be constructed in the subdivision, the Architectural Committee is vested with full authority to disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvements as to be considered a substantial duplication thereof. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications, plot plans or landscape plans which in its opinion and discretion are not suitable or desirable and in so passing upon such plans, specifications, plot plans or landscape plans, the Committee shall take into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings and what effect it will have on other residences already constructed and what effect it will have on the outlook from adjacent or neighboring property. This provision shall not apply to the undersigned.

5.4 Non-action by Committee.

In the event that the Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or lateration of any wall, fence, driveway or parking area.

5.5 Submission of Application.

Application for approval as required herein shall be made to the Committee at TRS Properties, Wade Hampton Boulevard, Taylors, South Carolina, or at such other place as the Committee shall designate. At the time of making such application, the building plans, specifications, plot plans and landscape plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the Committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

5.6 Construction Period.

Any residence constructed upon any lot must be started within twelve (12) months of closing and must be completed within twelve (12) months after the date footings are poured. A fine of Five Hundred Dollars (\$500.00) for each month or portion thereof shall be imposed by TRS Properties when any house or landscaping remains incomplete after the expiration of the said twelve (12) months. This fine shall be levied against the said lot and shall become a lien against said lot which lien may be recorded and enforced in the same manner as the lien for the annual assessment. Any fines so collected hereunder shall be donated to the Architectural Committee for the beautification of the subdivision; provided further, TRS Properties, in its sole discretion, shall have the right to waive such fines.

5.7 Waiver of Violations.

The Committee is authorized by majority vote of its members to approve or ratify any building minor violations of the requirements herein set forth if, in the opinion of the Committee, the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat, and if in the opinion of the Committee such violation will cause no substantial injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front setback line of more than five (5) feet, or of any of the other building line restrictions of more than four (4) feet, or of the restrictions as to minimum floor area as imposed by Paragraph 3.5. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons when done in writing and recorded in the RMC Office for Greenville County

ARTICLE VI

ASSESSMENTS

6.1 Imposition.

All the numbered lots on the recorded plat shall be subject to the annual assessment as hereinafter provided. The assessment shall commence and shall be due and payable on the date a deed is delivered by TRS Properties to the purchaser of a lot in the subdivision.

6.2 Property Held by Developer.

This assessment shall net apply to any unimproved lot so long as it is owned in whole or in part by the Developer.

6.3 Amount of Assessment.

The initial assessment shall be Fifty Dollars (\$50.00) per lot. This assessment may be increased by the Developer upon the installation of amenities to not more than Two Hundred-Dollars (\$200.00) per lot'. At such time as TRS Properties may deed the common areas, including amenities, to the Homeowners Association the assessment shall be as determined by the Association.

6.4 Payment and Use of Funds.

All sums payable as set forth above are payable to TRS Properties or the Association, as the case may be, and the amount so paid shall be so administered and may be used to discharge the expenses connected with the discharging of the rights, powers, and duties hereinafter set out in Article VII.

ARTICLE VII

HOMEOWNERS ASSOCIATION

7.1 Formation and Incorporation.

The Developer shall, when it deems a sufficient number of homes have been constructed and/or parcels have been sold, incorporate under the laws of the State of South Carolina a non-profit corporation known as Country View Estates Homeowners Association (sometimes herein referred to "Association"), for the purpose

of administration of some of the functions of these covenants, and of collecting and disbursing the assessments herein provided. Until formation, the Architectural Committee shall be vested with the powers of the Homeowners Association as set forth herein.

7.2 Membership.

Every person or entity who is a record owner of a fee or an undivided fee interest in any numbered lot which is subject to these covenants shall be a member of the Association, with each numbered lot being entitled to one vote. Any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member.

7.3 Bylaws.

Upon formation the Association shall adopt bylaws for the orderly government of its operations.

7.4 Powers and Functions.

The Association is empowered to perform any and all of the following functions, but 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 Association.
- (b) Improving, repairing, cleaning, maintaining, and 'beautifying entrance areas in which all homeowners' benefit. The Association shall have the power and authority to grant and to establish in, over, upon, and across the common area conveyed to it such further easements as are requisite for the convenient use and enjoyment of the property.
- (c) Caring for unattended land, if any, within Country View Estates, removing debris therefrom, and doing all other things necessary or desirable, in the opinion of the officers and directors of the Association, to keep all property neat and in good order for the general benefit of the owners of all parcels. Any expenses incurred pursuant to this paragraph may be assessed, at the discretion of the Association, against the owners of the parcels.
- (d) Collection, in addition to the normal maintenance charges or assessments, of any expenses incident to the enforcement of these covenants, or the exercise of any powers conferred upon the Association or the Architectural Committee, directly from a parcel owner if the expenses were incurred to make said parcel owner comply or to perform on behalf of said owner if he refuses to comply.
- (e) Such other purposes and functions, which, in the opinion of the officers, directors, and members of the Association may "be necessary for the general benefit of the parcel owners.
- (f) Payment of real property taxes on common areas.
- (g) Operating, maintaining and repairing of all amenities.
- (h) Encouraging the botanical beautification of all parcels in the subdivision.

7.5 Lien.

The annual assessment or charges shall constitute a lien or encumbrance upon each parcel, and acceptance of a deed of conveyance shall be construed to be a covenant by the Grantee to pay said assessment as well as to be bound by these Restrictive Covenants. The Association shall have the exclusive right to take and prosecute all actions or suits, legal or otherwise, which may be necessary for the collection of said assessments and charges. The lien hereby reserved, however, shall be subject to the following limitations, 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 to the end and intent that the lien of any mortgagee, legal or equitable, shall be paramount to the lien for the charges and assessments herein, provided however, that such lien, if recorded as provided in (b) below, shall not be subordinate to any mortgage recorded after the recording of said lien. Also, such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of a mortgage; 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 a purchaser by deed in lieu of foreclosure. (b) Notice of any charge or assessment due and payable shall be given by filing a Notice of Lien in the RMC Office for Greenville County in the Mortgage Books, which lien shall state the name of the owner and the nature of the lien.

7.6 Foreclosure.

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

7.7 Uniform Assessment.

All liens, charges, and assessments created hereunder must be uniformly fixed, assessed, charged, and collected on all parcels.

ARTICLE VIII

MISCELLANEOUS

8.1 Signs.

No signs shall be permitted on any residential lots except that a single sign offering property for sale may be placed in any such lot provided such sign is not more than 24 inches wide by 20 inches high.

8.2 Bird Sanctuary.

The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.

8.3 Developer's Office.

Nothing herein contained shall be construed to prevent TRS Properties, or its successors and assigns, from maintaining temporary offices on any lot while the subdivision is in the process of being developed.

8.4 Severability.

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

ARTICLE IX

AMENDMENT

9.1 Loan Requirements.

If any of these covenants shall be found to be contrary to the recommendations or policies of any recognized institution or agency, public or private, granting or insuring loans, and shall render any parcel unacceptable for any such loan, TRS Properties shall have the authority to alter, amend, or annul any such covenants as may be necessary to make any of the parcels herein acceptable and eligible for such loan.

9.2 Clarification.

TRS Properties reserves and shall have the right to amend these Restrictive Covenants 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.

9.3 Additional Covenants.

No owner, of any numbered lot, without the prior written approval of TRS Properties may impose additional covenants or restrictions on any part of the real property.

9.4 Owners.

These Restrictive Covenants may be amended at any time after formation of the Association by act of three-fourths (3/4) of the record lot owners. The TRS Properties shall be entitled to one (1) vote for each lot held by it for sale. Such amendment shall be effective upon being recorded in the RMC Office for Greenville County, South Carolina.

IN WITNESS WHEREOF, the undersigned do hereby set their hands and seals to these Restrictive Covenants this 6th day of September, 1991.

In the presence of: Thomas R. Strange, db/a TRS Properties