

STATE OF SOUTH CAROLINA                 )  
  )  
COUNTY OF GREENVILLE                 )

RESTRICTIVE COVENANTS  
  
FOR  
  
HAMMOND POINTE

WHEREAS, Frank K. Bridwell and George I. Wike, Jr., hereinafter referred to as "Owner" is the owner of all the certain real estate in Greenville County, South Carolina being shown and designated on the plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book 34C, Page 35, Plat Book 34C, Page 36, and Plat Book 34C, Page 37.

WITNESSETH

WHEREAS, Owner wishes to provide for a quality rural residential neighborhood with the following objectives, to-wit:

- A. To promote the construction of architecturally custom designed single-family residences and appurtenances with quality materials and workmanship harmonious with the environment and with each other.
- B. To attract permanent homeowners.
- C. To provide privacy and security in a spacious natural environment.
- D. To enhance the value of investments made by purchase therein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein created for the benefit of the Owner, its successors and assigns, and the future property owner(s) of any parcels, making up Hammond Pointe, the following restrictive covenants are placed upon all the property shown on the aforementioned recorded plat.

## ARTICLE I – USES PERMITTED AND PROHIBITED

- A. Uses Permitted. All parcels or tracts shall be used exclusively for single family residential dwellings.
- B. Limitation on Number of Dwellings. There shall be built on any parcel no more than one (1) dwelling or residence.
- C. Recutting Tracts. No tract shall be recut to a smaller size so that it contains less than six-tenths (.60) acre when so recut. Nothing herein contained shall be construed to prohibit the use of one tract and a portion of another tract as a single residential building site, provided that said tracts, when so formed, would otherwise meet the requirements as contained herein as to lot size and setback limitations.
- D. Prohibited Structures. No trailer, basement, tent, shack, garage, barn or similar outbuilding erected upon any parcel shall at any time be used as a residence. On any individual case basis, the Architectural Review Committee shall have authority to allow the use of a mobile home or

similar structure for office purposes strictly on a temporary basis during home construction. This permission shall be in writing and shall be for a period not to exceed one year.

E. Trailers, Boats, and the Like. No house trailer shall be permanently placed on any parcel. Any truck, recreation vehicle, equipment, disabled or wrecked vehicle, and/or similar equipment, owned by a resident of a parcel shall at all times be neatly stored and positioned to be inconspicuous.

F. Business Prohibited. No structure at any time situated on any parcel shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, or manufacturing purposes. Builders, however may use a dwelling as a sales or model unit. No billboards or advertising signs of any kind shall be erected on the real property, with the exception of a neatly placed 18" x 24" real estate "For Sale" signs. No part of any structure shall be used for the purposes of renting a room or rooms therein. No multifamily residences, garage apartments, or apartment houses shall be erected on any parcel. No portion of any parcel or lot shall be used for commercial or agricultural/logging operation ingress or egress. The use of any portion of any lot or parcel for the purpose of street access to adjoining subdividable property is hereby restricted to Frank K. Bridwell and George I. Wike, Jr., dba Pointe Properties, Inc.

G. Animals. No animals shall be kept, maintained, or quartered on any tract except:

(1) Domestic pets, such as dogs and cats. More than three (3) dogs and/or cats per household must be approved in writing by the Architectural Review Committee;

(2) No destructive or unfriendly domestic animal which becomes a nuisance to the neighborhood shall be permitted. The Homeowners Association shall have the right, but not a duty, to have said animal(s) picked up without liability to any owner(s) of said animal(s).

H. Refuse. No parcel owner shall engage in any activity which will result in the maintenance, deposit, or accumulation of trash, refuse, debris, mud, or other objectionable matter, except during construction of a residence on a parcel. During construction, the parcel owner is responsible for maintaining a clean and orderly worksite with appropriate trash and debris containers being used and appropriate steps being taken to avoid washing especially as to the adjoining or nearby lake.

I. Nuisances. No noxious or offensive activity shall be carried out 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.

J. Use of Recreational and other Vehicles. Any motor scooter, ATV, motorcycle, go-cart, or similar vehicle shall be equipped with proper mufflers so as not to cause excessive noise and shall not be used in such a way as to become a nuisance.

K. Pollution. No parcel, during construction period or otherwise, shall be used in such a manner as would result in the pollution, discoloration, or discharge of mud, debris, or other undesirable material, liquid or solid, in any stream, waterway, lake, or pond that flows through or near to such parcel.

L. Other Restrictions. All lots are conveyed subject to the rules and regulations which may apply to or be imposed upon said lots as a result of the proximity of said lot to Lake Robinson.

## ARTICLE II – ARCHITECTURAL REVIEW COMMITTEE

A. Purpose and Power. For the purpose of ensuring the development of the real property for the aforesaid purpose, the Architectural Review Committee is hereby granted review powers. This means that no building, structure, fence, wall, barn, outbuilding, utility area, driveway, swimming pool, screened or detached from a main residence, shall be commenced, placed, erected, or allowed to remain on a parcel unless building plans and specifications showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, landscape plans, location, and orientation on the parcel (together with such other information as shall be reasonably required by the Architectural Review Committee, including a written application for approval) shall have been submitted to and a permit granted in writing by the Architectural Review Committee hereinafter established. The Architectural Review Committee shall review said plans in accordance with the criteria set forth in Article V, Architectural Planning Criteria.

B. Scope of Power. The Architectural Review Committee shall not be responsible for detecting or pointing out defects in plans or specifications or for defects in improvements. The Architectural Review Committee's review of plans is limited solely to insuring that the improvements comply with these restrictions. The Architectural Review Committee in no way makes any review as to the structural or engineering integrity of the proposed improvement or whether said improvements comply with any applicable building or zoning requirements.

C. Other Powers. Additionally, the Architectural Review Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these covenants.

D. Committee Members. The Architectural Review Committee shall be composed of at least three (3) but no more than five (5) persons as shall be designated, in writing, by Owner from time to time. In the event of the failure or inability for any reason of a member to act, or any resignation from the Architectural Review Committee, the vacancy created shall be filled either permanently or temporarily, as necessary, by Owner or by the remaining member or members of the Architectural Review Committee. All matters coming before the Architectural Review Committee for approval shall require a two-third (2/3) majority vote.

After the incorporation of the Hammond Pointe Homeowners Association, said Association will have oversight over the membership of the Architectural Review Committee and will appoint new members to the Architectural Review Committee when positions become vacant.

E. Initial Members. The initial membership of the Architectural Review Committee shall consist of Frank K. Bridwell, Lyles K. Bridwell, and George I. Wike, Jr.

F. Failure to Approve or Disapprove. In the event that the Architectural Review Committee fails to approve or disapprove or otherwise act upon any matter within the scope of its authority within thirty (30) days after receipt of a written application for a permit, it shall be deemed approved unless suit to enjoin such matter or thing has commenced prior to or after receipt of said application, in which

case said suit shall be deemed a disapproval. Approval shall mean that this covenant shall be deemed to have been fully complied with as to matters set forth in the application, and no suit or claim shall thereafter be available to the Architectural Review Committee, the Homeowners Association, or to the owner of any parcel.

G. Application Time. Written application for a permit as required herein shall be made to the Architectural Review Committee not fewer than thirty (30) days prior to the time the permit is needed.

### ARTICLE III – HOMEOWNERS ASSOCIATION

A. Formation and Incorporation. Owner shall, when Owner deems a sufficient number of homes to have been constructed and/or parcels to have been sold, have incorporated under the laws of the State of South Carolina a non-profit corporation known as “Hammond Pointe Homeowners Association, Inc.” (sometimes herein referred to as “Homeowners Association”) for the purpose of administration of these covenants, as set forth herein, and of collecting and disbursing the maintenance charges hereinafter provided. Until formation, the Architectural Review Committee shall be vested with the powers of the Homeowners Association as set forth herein.

B. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any parcel which is subject to the covenants shall be a member of the Homeowners Association, with the owner(s) being entitled to one (1) vote per parcel. Any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member. Persons owning contiguous parcels held and used as one tract shall be deemed as owning one (1) parcel and shall have one (1) vote.

Any parcel created by the recutting of other parcels shall immediately, upon the recording of a deed of conveyance, constitute a parcel, thereby giving the owner(s) one (1) vote per parcel and making each parcel subject to the assessments as determined pursuant to Paragraph H below.

C. Maintenance Charges. No maintenance charges or assessments shall be due and payable prior to the organization of the Homeowners Association. Thereafter, except as provided in Paragraph D(2) below, all parcels shall be subject to an annual assessment at the rate to be determined by said Association. No tract held for sale while the same is owned by Owner shall be subject to the assessments herein provided. All sums are payable to the Homeowners Association annually on January 1 of each year and shall be administered by the officers, members, and directors of said Association and may be used for the functions hereinafter set out.

D. Powers and Functions. The Homeowners Association is empowered to perform any and all of the following functions but it shall be under no duty to perform, or continue to perform, any of said functions, to-wit:

(1) Paying the necessary charges and expenses of the operation of the Homeowners Association.

(2) Improving, repairing, cleaning, maintaining, and beautifying entrance areas, areas owned by the Association and other areas within the subdivision which the Association determines will be the benefit or enjoyment of the majority of owners of parcels.

(3) Caring for unattended parcels, if any, within the subdivision, removing debris 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 neat and in good order for the general benefit of the owners of parcels.

(4) Collecting directly from a parcel owner, in addition to the normal maintenance charges or assessments, expenses incurred for matters incidental to the enforcement of these covenants, or the exercise of any powers conferred upon the Association, or the Architectural Review Committee, if the expenses were incurred to make said parcel owner comply or to perform on behalf of said owner if he refuses to comply.

(5) Accomplishing such other purposes and functions, which, in the opinion of the officers, directors, and members of the Homeowners Association may be necessary for the general benefit of the parcel owners.

(6) Making arrangements for the collecting of garbage and such other utility of domestic services for the owners of parcels as shall be approved and undertaken by the Homeowners Association.

(7) Paying real property taxes on common areas.

(8) Encouraging the botanical beautification of all parcels in the subdivision.

E. 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 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.

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

G. Limitation of Liens. The lien hereby reserved, however, shall be subject to the following limitations, to-wit:

(1) 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 mortgage, legal or equitable, shall be paramount to the lien for the charges and assessments herein, provided however, that such lien, if recorded as provided however, that such lien, if recorded as provided in Paragraph (2) 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 of deed in lieu of foreclosures.

(2) 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. With regard to subsequent bona fide purchasers for value, the lien herein reserved for charges and assessments due and payable shall be effective only from the time of

filing said Notice, provided, however, that nothing contained herein shall affect the right of the Homeowners Association to enforce the collection of any charges and assessments which shall become payable after acquisition of title by such subsequent bona fide purchaser for value.

H. Uniform Assessment. Except as otherwise noted herein, all liens, charges and collection on all parcels.

#### ARTICLE IV – TERMS AND ENFORCEMENT

A. Enforcement. If Owner, its successors and assigns, or any person owning any real property subject to the within covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association, or any person owning a parcel subject to these covenants, to prosecute any proceedings at 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 doing so or to recover damages and other dues for such violation, or both. Invalidation of 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.

B. 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, Owner 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.

C. Terms of Covenants. These covenants and restrictions, as altered 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 \_\_\_\_\_; and thereafter, these covenants shall be automatically extended for successive periods of twenty-five (25) years unless within six (6) months prior to \_\_\_\_\_, or within six months preceding the end of any successive twenty-five (25) year period, as the case may be, a written agreement is executed by a majority of the then owners of the parcels, in which written agreement any of the covenants, restrictions, reservations, and easements provide for herein may be changed, modified, waived, or extinguished, in whole or in part, as to all or any part of the real property which is subject hereto in the manner and to the extent provided in such written agreement.

D. Government Compliance. All restrictive covenants listed and/or contained herein are subject, in all instances, to compliance with the State of South Carolina and Greenville County health ordinances, restrictions and regulations, zoning regulations, or other established pertinent restrictions, and in particular when the said State and County requirements exceed the requirements of the restrictions contained herein.

#### ARTICLE V – ARCHITECTURAL PLANNING CRITERIA

In the fulfilling of its powers and duties set forth herein the Architectural Review Committee shall be guided by, but not limited to, the following criteria:

A. Objectives. It is the plan of Owner to develop Hammond Pointe into a highly restricted community of quality homes. The Architectural Review Committee shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the natural environment and the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography, and conformity to the restrictive covenants imposed hereunder.

B. Building Type. No building shall be erected, altered, placed or permitted to remain on any parcel within Hammond Pointe other than a single family residential dwelling that conforms to Architectural Review Committee standards.

C. Setback Lines. All parcels shall be subject to the front setback line and all other setback or setoff lines as shown or noted on the subdivision plat as recorded in the RMC Office for Greenville County, South Carolina.

D. Other Setback Lines. Unless otherwise indicated on the recorded subdivision plat or allowed by the Architectural Review Committee, all side and rear lot lines shall be deemed to have a twenty (20) foot setback line.

E. Required Plans. Two sets of plans for the proposed parcel improvements, must be submitted to the Architectural Review Committee. One set of plans will become the property of the reviewed and must be approved by the Architectural Review Committee before any implementation can begin. The second set of plans will be returned to the owner with evidence of approval notated thereon. Said plans shall include, in addition to the standard information normally contained in said plans and any other information required herein, the following:

(1) A plot plan for all listed improvements at a scale not less than 1" to 100'. Said plan will include the location of all proposed improvements and will notate all required changes to be made to the parcel including any cuts in the natural grade of a parcel of more than three (3) feet variation from the original grade. No improvements shall be permitted that adversely affect the natural drainage on adjacent parcels of land.

(2) All plans for construction must be submitted at a scale not less than 1" to 20' and will include elevations of the front, rear, and sides of the structure, the floor plan and summary specifications, including exterior color plan, for all proposed construction materials.

F. Removal of Trees. No trees four (4) inches or greater in diameter at one (1) foot above the natural grade shall be cut or removed without the approval of the Architectural Review Committee.

G. Size of Homes. All one-level dwellings or residences are to have no fewer than 2000 square feet of heated floor space. All multilevel homes shall have a minimum of 2600 square feet of heated floor space. Breezeways, porches, garages, and unfinished basements will be excluded when calculating heated floor space.

H. Layout. No foundation for any building shall be poured, nor shall any construction commence in any manner or respect, until the layout of the building is approved in writing by the Architectural Review Committee. It is the purpose of this approval to assure that no trees be unnecessarily disturbed and that all buildings being placed on a parcel are placed in their most advantageous position.

I. Exterior Color Plan. The Architectural Review Committee shall have final approval of all exterior color plans and each owner must submit to the Architectural Review Committee a color plan showing the color of the roof, exterior walls, shutters, trim, etc. The Architectural Review Committee shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and with the surrounding environment.

J. Roofs. All roof structures shall be composed only of materials that are approved in advance by the Architectural Review Committee.

K. Block. There shall be no unfinished exposed concrete block. Block shall be covered with stone, brick, stucco, or any other exterior siding material.

L. Garages. No garage door shall face a street or road unless expressly approved by the Architectural Review Committee. Carports are specifically prohibited.

M. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted.

N. Exposed Metal. Bronzed or painted finishes are required on exterior metal, including, but not limited to, windows, garage doors, and screened pool or porch enclosures. No "mill finished" or plain aluminum windows are permitted. "Mill finished" window screens or storm windows are permitted, however.

O. Games and Play Structures. All basketball backboards and any other fixed game and play structures shall be located at the rear of the dwelling or on the inside portion of a corner parcel within the setback lines. No tree houses, play houses, storage sheds, greenhouses, cabanas, swimming pools, tennis courts, or other outbuildings or structures shall be erected on any parcel in front of the rear line of the dwelling constructed thereon, and any such structure must have prior approval in writing as to design, location, and materials by the Architectural Review Committee. All structures of this type should not violate the intent and spirit of these covenants.

P. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any lot shall be subject to the approval of the Architectural Review Committee. Any lighting of a pool or other recreational areas shall be designed so as to buffer the surrounding residences from the lighting and must be approved by the Architectural Review Committee.

Pool construction may be of concrete, concrete-type, or vinyl lined. The pool shall be surrounded by a concrete pad at least thirty (30) inches wide. No "above ground" type pools are permitted.

In cases where the backyard surrounding a pool is not fenced in, the pool itself must be enclosed with a fence not less than four (4) feet in height. The entrance gate to the backyard or the pool itself, as the case may be, is to be constructed with a self-closing latch placed at least forty (40) inches above the ground. These are minimum requirements, and in no way relieve the owner from meeting existing Greenville County codes and statutes governing the construction of swimming pools.

Q. Walls, Fences, Etc. No wall, fence, or hedge shall be erected on any parcel, unless approved by the Architectural Review Committee shall give advance written approval of all such improvements as to design, height, and materials. The Architectural Review Committee shall approve chain-link fences only when they are inconspicuous from a street or road.



R. Utility Easements and Installation. The right is reserved herewith to lay or place, or authorize the laying and placing of, sewer, gas, and water pipe lines and telephone, electric power, and television cables on or under the road and street right-of-ways on said plat without compensation or consent of any parcel owner. All utilities except for arterial roads shall be run underground. Electrical power transformers shall be mounted on the ground and shall be contained in pad mounted enclosures or vaults. A utility pole mounted yard light, installed and maintained by the local electric power company, is permitted; however, the placement must be approved by the Architectural Review Committee. In accordance therewith, an easement for the installation and maintenance of utilities and drainage facilities is herewith reserved over all right-of-ways. Easements for utilities installation and maintenance (including those set forth above) and drainage facilities are also hereby expressly reserved over and across the side and rear five (5) feet of all parcels.

S. Utility Connections. Building connections for all utilities, including but not limited to, water, electricity, telephone, and television, shall be run underground.

T. Antennae. Amateur radio and other antennae shall be erected as to be inconspicuous, and the location must be approved in writing by the Architectural Review Committee. TV satellite dishes will be permitted only after approval by the ARC as to size, design, and location.

U. Outdoor Drying Apparatus. No laundry or clothing shall be aired or dried in any area exposed to view. Outdoor drying areas are permitted only in screened or fenced locations approved by the Architectural Review Committee.

V. Systems. All sewage disposal systems shall be approved by the appropriate public health authorities.

W. Garbage and Trash Containers. All trash, garbage, and other waste shall be kept in sanitary containers and, except during pick-up if required to be placed at the curb, all containers shall be kept out of view from the streets and roads.

X. Fuel Tanks. All fuel (oil or gas) tanks or containers shall be covered or buried underground consistent with codes and normal safety precautions. Placement shall not be in sight from normal street traffic.

Y. Culverts, Ditches, and Swales. Parcel owners shall preserve and protect the existing ditches and/or swales located in the road right-of-way. The owners shall in no way interrupt the drainage designed into the street and road system. At the location where the driveway crosses a ditch or swale, the owner shall place a metal or concrete pipe. The pipe shall be placed at an invert elevation to match existing ditch or swale elevations. The pipe shall be of a diameter and construction as required by Greenville County. All areas between the road pavement and the property line which have been disturbed due to construction shall be restored. No other structure shall be erected in the road right-of-way except one mailbox as defined below.

Z. Mailboxes. Location, design and materials for mailboxes shall be established and approved by the Architectural Review Committee.

AA. Driveways. Paved driveways are required and shall be a minimum of ten (10) feet wide and constructed of asphalt or concrete.

BB. Construction Delays. The construction of any residence or structure, once commenced, must be fully completed within one (1) year thereof unless rendered impossible as a direct result of strikes, fires, natural emergencies, or natural calamities. Any building or structure not so completed, or any building or structure not so completed, or any building or structure partially destroyed by fire or other casualty and not rebuilt within one (1) year, is hereby declared a nuisance which may be removed by the Homeowners Association at the expense of the parcel owner.

CC. Standards for Maintenance of Improvements. Owners of property subject to these covenants shall keep their property in a clean, attractive, and serviceable appearance, substantially similar to its original condition. Such maintenance includes, but is not limited to, the following:

(1) Repainting, restaining, or renovating, on a periodic basis as needed, exterior surfaces that are significantly different in appearance from the appearance approved by the Architectural Review Committee, by reason of weathering, fading, peeling, cracking, blistering, staining, mildewing, or otherwise.

(2) Replacement of missing elements or repair of exterior damage or deterioration, including but not limited to:

- Siding, trim, fascia, roofing, doors, shutters, gutters, downspouts, flues, windows, or screens;
- Fences, walls, decks, sheds, recreational structures, clothing drying apparatus, or exterior lighting fixtures; and
- Replacement or repair of fence, walls, and retaining walls which are no longer substantially stable or plumb.

(3) The removal of any architectural element which was previously approved by the Architectural Review Committee shall also require approval from the Architectural Review Committee before removal.

(4) Routine lawn and yard care including grass cutting, leaf raking from maintained areas, shrubbery trimming, and fertilization so that the property's appearance will not become detrimental to the use and enjoyment of neighboring property.

## ARTICLE VI – AMENDMENTS AND MODIFICATIONS

6.1 Reservation. Owner reserves and shall have the right to amend these 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.

6.2 Waiver of Violation. The Architectural Review Committee shall have the right to waive any violation of these covenants or waive the enforcement of any covenant if said Committee, in its sole discretion, deems that the waiver is necessary for a given lot or does not materially affect these covenants.

6.3 Additional Covenants. No owner of any unnumbered lot, without the prior written approval of Owner, may impose additional covenants or restriction on any part of the real property.