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**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO WETHERILL PARK SUBDIVISION
AND DECLARATION OF WETHERILL PARK
HOMEOWNERS ASSOCIATION**

WHEREAS, S.C. Pillon Homes, Inc., a South Carolina Corporation organized and existing under the laws of the State of South Carolina, is the owner of certain lands located in Greenville County, South Carolina, which it is developing into a community known as Wetherill Park Subdivision (hereinafter, "Wetherill Park.")

NOW, THEREFORE, the Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and such additional lands as may be placed from time hereafter under the coverage hereof by express declaration incorporating this Declaration by specific reference. The Company reserves in each instance the right to add additional restrictive covenants in respect to land covered hereby, or subject hereto in the future, and/or to limit the application of this Declaration to lands subjected hereto in the future.

**ARTICLE I
DEFINITIONS**

The following words and terms, when used in this Declaration or in any amendment hereto or in any supplemental Declaration (unless the context shall clearly indicate otherwise), shall have the following meanings:

1. "Association" shall mean and refer to Wetherill Park Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

2. "Board of Directors" and "Board" shall each mean the elected governing body having charge of the affairs of the Association.

3. "Common Area" shall mean all real property which is shown and depicted on that certain plat entitled "WETHERILL PARK", of record in the Office of the Register of Deeds for Greenville County, South Carolina in Plat Book 1060 at Page 67-68 which is not included with any Lot as defined in Article I, Paragraph 8, dedicated to any governmental authority, or included in the right of way for streets and is owned or to be owned by the Association for the common use and enjoyment of the Owners. Provided, this shall not be deemed to be a representation by the Company that it owns the Common Area as of the date of the execution of this Declaration.

4. "Company" shall mean and refer to S.C. Pillon Homes, Inc., its successors and assigns.

5. "Declaration" shall mean and refer to this Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Wetherill Park.

6. "Home" shall mean the improvements on a Lot intended for use and occupancy as a residence.

7. "Intended for Use" shall mean the use intended for various parcels within the Property as shown on the master plan for Wetherill Park prepared by the Company as the same may be revised from time to time by the Company or as indicated on recorded plats or other recorded documents, or the use to which a particular parcel of land is restricted by covenants expressly set forth or incorporated in deeds by which the Company has conveyed the Property.

8. "Lot" shall mean and refer to any subdivided parcel of land located within the Property and shown upon any recorded plat designated for separate ownership, occupancy, and construction of a residential dwelling. Unless the context indicates otherwise, the term Lot includes all improvements on the Lot.

9. "Member" shall mean and refer to any Owner of a lot in Wetherill Park who holds a legal ownership interest in a Lot.

10. "Mortgage" shall mean a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to property.

11. "Owner" shall mean and refer to the owner of any interest in any portion of the Property, members of his family residing within the Property, his personal representatives, heirs, assigns, successors, tenants, guests, invitees and licensees. The holder of a Mortgage is not an Owner.

12. "Property" shall mean and refer to the land described in Exhibit "A" attached hereto or to any portion thereof and to any land which may in the future be subjected to this Declaration.

ARTICLE II EASEMENTS

1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot.

2. Utility Easements. The Company reserves unto itself a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, community antenna television, and telephone poles, wire, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over the rear ten (10) feet of each Lot and the five (5) feet inside of each side Lot boundary line. In the event of the re-subdivision or the altering of any Lot under Article VII, Paragraph 4 hereof, this easement shall apply to the Lot as altered or re-subdivided, unless the installation of drainage or utility facilities shall have been completed in accordance with the Lot as shown on the initial recorded plat. Where a larger easement is shown on any recorded plat or other recorded document, the larger easement will apply instead of the easement herein reserved. This easement expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The rights herein reserved may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

3. Emergency Easements. The Association shall have an easement to enter upon any Lot and the Home thereon for emergency, security, safety and other purposes reasonably necessary for the protection of persons and Property in Wetherill Park and any other Lots, which right may be exercised by the officers, agents, employees and managers of the Association, and policemen, firemen, emergency medical technicians and similar emergency personnel in the performance of their duties. This right of entry shall only include the right of the Association to enter upon a Lot or the Home thereon to inspect or cure any condition which may increase the possibility of a fire or other hazard in the absence of the Owner or occupant thereof, or in the event such Owner or occupant fails or refuses to cure the hazardous condition. Except in an emergency situation, entry shall only be during business hours and after notice to the Owner or occupant.

4. Restoration. Following the installation of any utility apparatus or other improvement on any portion of a Lot pursuant to the provisions of this Article, the Company shall restore such portion of the Lot as nearly as is reasonably possible to its condition immediately prior to such installation.

ARTICLE III
THE ASSOCIATION

1. Association. A South Carolina nonprofit corporation named Wetherill Park HOA, Inc. will be formed so as to provide an entity to hold title to common Property, operate and maintain the common Property, and provide a means whereby the Property owners may carry out the provisions of this agreement and such other objectives as may be given the Association.

2. Membership. Every person who is a Member as defined in Article I, paragraph 9 is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

3. Classes of Membership; Voting Rights. The Association shall have two classes of membership; Class A and Class B.

(a) Class A. Class A members shall be those persons described in Article I, paragraph 9, with the exception of the Company. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges ten years from the time of recording of this instrument or at such time as the Class B members shall so designate by notice in writing delivered to the Association, whichever comes first.

Before the earlier of these events, the Class A members shall be entitled to vote only on the following proposals made by Class B members:

(i) Any proposal or change of method of calculating the maximum amount of the annual assessment delivered by the Association;

(ii) Any proposal that is a special assessment to be levied by the Association, except as otherwise specifically herein provided;

(iii) Any proposal of merger, consolidation or dissolution;

(iv) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Lot in which they hold any interest required for membership. When more than one person holds an interest or interest in a Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. In the event of a disagreement among such persons, and an account by two or more persons to cast a vote for such Lot, such persons shall not be recognized and the vote with respect to such Lots shall not be counted.

(b) Class B. The Company shall be the sole Class B member. Class B membership shall be full voting membership, and, during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Lot in which it holds any interest. At such time as the Class A members shall be entitled to full voting privileges, the Class B membership shall automatically terminate and cease to exist, in which event each Class B member shall be and become a Class A

member insofar as it may then hold any interest required for membership. From and after the date on which the Class B membership shall terminate in accordance with this Article III and cease to exist, such membership shall not be revived or restated.

4. Suspension of Rights. The membership rights of any member of the Association, including the right to vote and use of the Common Area, may be suspended by the Board of Directors for failure to pay any or all assessments. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's Property in favor of the Association.

5. Property for Common Use. The Association may acquire, hold and dispose of real and personal property of every nature. The Association shall accept the Common Area and any other real or personal property conveyed to it by the Company or any other grantor at the direction of the Company.

6. Common Area. The Association shall be responsible for the exclusive management of the Common Area and shall maintain the same in a clean and attractive condition, and in good order and repair. The Association shall maintain the entrance features of Wetherill Park in an attractive condition. The Association may further delineate or restrict usage of the Common Area, including, but not limited to, usage of the lake, in the Bylaws, such specifications and restrictions being binding upon the Members as if specified herein.

7. Maintenance of Walls, Gates and Fences.

For the purpose of this Section, walls, gates and fences (hereinafter, "Fencing") shall refer only to those walls, gates and fences that are not a part of a Dwelling (though they may be attached to the Dwelling). Though an alternative agreement for the maintenance responsibility for Fencing may be reached between Lot Owner and an adjoining Lot Owner upon the mutual consent of both parties, each Lot Owner shall remain responsible for maintaining and repairing any Fencing, or portion thereof, constructed for or by such Owner, but not by an adjoining Lot Owner, regardless of whether the Fencing or the portion thereof is located on their Lot or on an adjoining Lot or Common Area. This classification of Fencing may include Fencing that was constructed by the Developer (or Declarant if applicable) or by a Builder and that is then deemed by the Developer (or Declarant if applicable) or the Board of Directors, When Empowered by the Declaration or by designation, to be the responsibility of that Owner. Fencing of this type that borders the Community shall be deemed "Community Perimeter Fencing" and may be deemed if so determined by the Developer (or Declarant if applicable) or the Board of Directors, the responsibility of the Lot Owner. The Association shall not be bound by or obligated to enforce any agreement between adjoining Lot Owners, but may choose, in the absolute discretion of the Developer (or Declarant if applicable) or the Board of Directors, When Empowered, to deem an agreement between or among adjoining Lot Owners effective as to the assignment or apportionment of maintenance responsibilities for any Fencing and to enforce such agreement.

With respect to Fencing located on an adjoining Lot or Common Area constructed for or by an Owner, the Lot Owner's responsibility shall only apply to the portions of the Fencing on the adjoining Lot or Common Area that are constructed to attach the Fencing of that Lot Owner to the existing Fencing on that adjoining Lot or Common Area. This provision shall in no way limit, however, the responsibility of an Owner to maintain any portion of the Fencing that is deemed to be that Owner's responsibility by Developer (or Declarant if applicable) or the Board of Directors, When Empowered.

At the sole discretion of the Developer (or Declarant if applicable) or the Board of Directors, When Empowered, the Association may, without the consent of the Lot Owner, assume maintenance responsibility for some or all portions of Fencing located on the Lot of that Owner that borders a roadway or that is located near the perimeter of the Community. The Association shall not, however, be obligated to maintain such Fencing, unless so determined by the Developer (or Declarant if applicable) or the Board of Directors, When Empowered, and then only for such period and to the degree or to a standard determined appropriate by the Developer (or Declarant if applicable) or the Board of Directors, When Empowered, for the maintained condition of Fencing that is the responsibility of the Association may be different than the standard set by the Developer (or Declarant if applicable) or the Board of Directors, When Empowered, for Fencing on lots that is to be maintained by Lot Owners, for different types of Fencing or for Fencing located in Different portions of the Community.

Though normal maintenance of such fencing should be performed routinely; upon receipt of written notice from the Association that maintenance is required for any Fencing that is deemed to be the responsibility of an Owner by the Developer (or Declarant if applicable) or the Board of Directors, When Empowered, said Owner shall promptly perform such maintenance within the timeframe allowed in such notice. To protect the integrity and the appearance of any Community Perimeter Fencing, prior to commencing any form of maintenance that will change the appearance of any portion of the Community Perimeter Fencing, an Owner must obtain written approval from the Board of Directors for such maintenance.

Moreover, each Owner understands and agrees that fences may be built directly on the Lot line (where allowed by law and applicable zoning standards) and that each Lot Owner may be required to jointly maintain with another Lot Owner sharing a common fence in accordance with the above provisions.

8. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B member) shall be personally liable to any Owner of any Lot for any mistake of

judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

9. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any person or other entity to manage the affairs of the Association, or any part thereof, and may enter into such agreements for the management of the Association Property as the Board of Directors deems to be in the best interests of the Association.

10. Insurance. The Association shall maintain public liability insurance covering the Common Area, the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and if reasonably available, liability insurance for its directors and officers. The Association may also maintain hazard insurance for insurable Property owned or maintained by the Association. All insurance maintained by the Association shall be in such amounts and upon such terms and conditions deemed appropriate by the Board of Directors. All insurance proceeds payable to the Association shall be used or disbursed in a manner deemed appropriate by the Board

11. Enforcement. All Owners and their family members, occupants, tenants, contract purchasers and guests shall be subject to this Declaration. The Association and each Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Provided, however, notwithstanding each Owner's right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration, the Association may waive in writing any violation of the same; and such waiver shall be binding upon all Owners. The Board of Directors may impose sanctions against an Owner for violations of this Declaration, including suspension of the Owner's right to vote in the Association, and reasonable monetary fines which shall be the personal obligation of the Owner and which shall constitute a lien upon his Lot. Such fines shall be added to and become part of the annual assessment to which such Lot is subject, and the Association may recover such cost in the same manner as payment of the delinquent assessments are enforced hereunder. If the Association institutes legal action against an Owner to enforce this Declaration, such Owner shall be liable for court costs and reasonable attorney's fees actually incurred by the Association, and the same shall constitute a lien upon his Lot.

12. Storm Water Management Facilities. The Association shall be responsible for the maintenance and repair of the Storm Water Management Facilities. Such maintenance and repair shall not be the responsibility of individual Owners.

ARTICLE IV ASSESSMENTS

1. Lien and Personal Obligation of Assessment. The Company hereby covenants for each Lot within the subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of the deed for such Lot, to pay any and all annual assessments as defined herein and special assessments for capital improvements as defined herein. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, late charges, court costs, and reasonable attorney's fees shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, late charges, court costs, and reasonable attorneys fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass on to the successors in title of such person or persons unless expressly assumed by them. The obligations of this Article shall bind each Lot and each Owner regardless of whether ownership was acquired by deed or operation of law, and regardless of whether so expressed in the deed or other document of title. No Owner may avoid liability for the assessments provided for herein by abandonment, nonuse or waiver of the use or enjoyment of his Lot or the Common Area, or otherwise. Each Owner is obligated to notify the Association of said Owner's mailing address. In the absence of such, the address of a Lot owned by such Owner will be presumed to be an accurate mailing address. Failure to receive notice of dues assessment caused by failure to notify the Association of a current address shall not excuse the non-payment of dues, nor shall the obligation to observe covenants be excused by renting a property or any other reason.

2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision, improvements and maintenance of the Common Areas, and the maintenance of reasonable reserves. Without limiting the generality of the foregoing, annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- a) Maintenance, landscaping and repair of all Common Areas.
- b) Electrical, water and other necessary utility services of all Common Areas.
- c) The acquisition of furnishings and equipment for the Common Areas as may be determined by the Association, including, without limitation, all equipment, furnishings and personnel necessary for the maintenance of the entrances and such other recreational facilities as may be established.
- d) The payment of all governmental charges, taxes and assessments which shall be levied against all Association Property.
- e) The payment of the premiums for all policies of property and liability insurance maintained by the Association with respect to Association Property.
- f) The maintenance of reserves for the repair and replacement of improvements located on the Association Property and for such

- other purposes as the Board of Directors shall determine.
- g) The payment of the fees of such management firms or managers as the Board of Directors shall employ.
 - h) The payment of the fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including legal, accounting and architectural services.
 - i) In the event that a Lot and the improvements thereon are not being properly maintained and the Owner fails to correct such deficiencies after 30 days written notice, the Association shall be authorized to enter the property and maintain the property in a reasonable and proper manner, the cost of such maintenance or repairs together with a service charge equal to 25% of such costs, shall be added to and become a part of the annual assessment to which such Lot is subject. The Association may recover such cost in the same manner as payments of the delinquent assessments are enforced hereunder.
 - j) Payment of administrative expenses of management, such as office and clerical expenses, security, and any other expenses deemed reasonable and necessary to the expedient and efficient management of the business of the Association.

3. Annual Assessments. Prior to the commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws), the Board of Directors shall estimate the total amount of the annual expenses which are anticipated to be incurred by the Association during such fiscal year and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. The Board of Directors shall thereupon adopt a budget for the Association's expenditures and reserve funding based upon such estimate and providing for the total annual assessment to be levied against the members of the Association for such fiscal year. The amounts so determined by the Board of Directors shall be levied against all of the members of the Association other than the Company and all Lots not owned by the Company. The amount of the annual assessment that shall be levied against each Lot shall be equal. The Board of Directors shall send a copy of the budget so adopted by it, together with a written notice of the total amount of the annual assessment so determined for such fiscal year and the amount of such annual assessment which shall be levied against each Lot, to the Owner of every Lot prior to the commencement of the fiscal year during which such annual assessment is to be paid. The amount of such annual assessment which shall be levied against each Lot shall be due and payable to the Association in an annual installment, and after written notice of the same shall have been given to all of the members of the Association by the Board of Directors, shall be paid to the Association when due without further notice. The maximum annual assessment may not be increased or decreased each year more than fifteen percent (15%) above or below the maximum annual assessment for the previous year without a vote of approval by fifty one percent (51%) of the members voting at a meeting of the membership of the Association called for the purpose of considering an adjustment of the annual assessment. If any Lot is owned by the Company

such adjustment of the annual assessment shall also require the approval of the Company.

4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part:

a) The cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto.

b) The non-payment of any assessments to the Association by the persons liable therefore.

c) The budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the annual expenses for such fiscal year.

Any such assessment must be approved by fifty one percent (51%) of the members voting at a meeting of the membership of the Association called for the purpose of considering a special assessment. If any Lot is owned by the Company such special assessments shall also require the approval of the Company. Any such assessment shall not pertain to undeveloped land or Company owned Lots. Any special assessment approved shall be payable at such times and in such installments as the Board of Directors shall determine.

5. Commencement of Annual Assessments. Notwithstanding any term or provision of this Declaration which may be construed to the contrary, no Lot owned by the Company shall be subject to any assessment provided for in this Article IV. Rather, all Lots owned by the Company shall be exempt from the payment of all assessments for so long as such Lots are owned by the Company. At such time as any Lot which is owned by the Company shall be conveyed or transferred away by the Company, all liens and assessments provided for in this Article IV shall become immediately levied against such Lot and the Owner of such Lot shall immediately become liable for the payment of all such assessments. The amount of each annual assessment will be pro-rated for the balance of the year of closing at time of transfer of a lot from the Company or its assignee or successor to an Owner. For purposes of this paragraph and this Article IV in general, Wetherill Park Subdivision Homeowners' Association, Inc. shall at all times be considered an assignee of the Company pursuant to Article VIII, Paragraph 4 without necessity of further recording or particularization.

6. Status Certificates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, or an applicable management company, setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

7. Effect of Nonpayment of Assessments: Remedies of the Association. In the event that any member of the Association shall fail to pay within ten (10) days after the due date any annual or special assessment, or any installment of any annual or special assessment which is payable by him to the Association, the entire amount or any portion of

such assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. All such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Lot owned by the delinquent member, which lien shall bind such Lots in the hands of the then Owner, his heirs, devisees, successors and assigns. Any assessment not paid within ten (10) days after the due date and all amounts which the Board of Directors shall declare to be due and payable pursuant to this Paragraph 7 shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate permitted by law. The Association may also impose a reasonable late charge upon delinquent assessments for each installment that remains unpaid. Such interest and late charges shall be added to and become part of the annual assessment to which such Lot is subject. The Association may foreclose the lien of the delinquent assessment against the Lot, and the Association may bring an action at law against the Owner personally obligated to pay the delinquent assessments. In either event, the Owner shall also be liable to the Association for all costs and attorney's fees which the Association shall incur in connection with the collection of such delinquent amounts.

8. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

9. Initial Association Fee. An initial fee of \$250.00 per Lot shall be assessed at the time a Lot is purchased by a party other than the Developer or its successor or assign. This fee will be collected at closing and shall be known as the initiation fee. Failure to do so though, does not release the Owner from the assessment. It shall then be added to and become part of the annual assessment to which such Lot is subject, and the Association may recover such cost in the same manner as payments of delinquent assessments are enforced hereunder. Such assessment shall in every respect constitute a lien on the Lot as would any other assessment.

ARTICLE V ARCHITECTURAL CONTROL

1. In General. No landscaping, building, fence, wall or other structure shall be commenced, erected, maintained, and all subsequent reconstruction, modifications, additions or alterations upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

2. Architectural Control Committee. The Architectural Control Committee shall contain two members to be appointed by the Company. The Company hereby appoints S.C. Pillon Homes, Inc. and its President Francis Downey as the initial Architectural Control Committee. The Company may assign its right to appoint members of the Architectural Control Committee to a successor in title to the property, to the Association, or to any other person or entity. In the event that the right to appoint members to the Architectural Control Committee is assigned to the Association, such members shall be appointed for one (1) year terms by a majority vote of the Board of Directors of the Association. The address for the Architectural Control Committee is 1371 Dogwood Dr., S.W., Conyers, GA 30012 and may be changed from time to time by the Company or its successors and assigns.

3. Approval of Plans. The Architectural Control Committee shall have the right to refuse to approve any such building plans, specifications, site plans, landscaping, or grading plans which are not suitable or desirable, in its sole opinion, for any reason, including purely aesthetic reasons. Any Owner needing the approval of the Architectural Control Committee shall deliver an application or request for action to the Architectural Control Committee by certified mail with return receipt requested or by hand delivery with signed receipt together with the necessary building plans and specifications. Building plans and specifications submitted to the Architectural Control Committee shall consist of not less than the following: foundation plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material specifications and site plan showing exterior walls, roof plans, material specifications and site plan showing location and orientation of building on the Lot, with all setbacks indicated in such detail as may be required by the Architectural Control Committee. Such plans and specifications shall show the driveway, service court or area, parking and any other buildings, improvements or facilities to be constructed. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications or to request additional information reasonably required for a proper determination within sixty (60) days after submission, the plans and specifications shall be deemed approved. In all circumstances, compliance with the zoning regulations of Greenville County, South Carolina shall be required. The Architectural Control Committee shall have the right to inspect all improvements for conformity of construction with approved plans before granting final approval. Notwithstanding anything otherwise contained in this Article, the Company shall not be required to obtain the approval of the Architectural Control Committee prior to or during construction or alteration of any improvements of any nature.

4. Total Destruction of Home. In the event of the total destruction of a Home, the Owner shall promptly reconstruct his Home. Reconstruction shall commence within a reasonable time, not to exceed sixty (60) days from the date of the destruction. The reconstruction shall be approved by the Architectural Control Committee, and shall be in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications approved by the Architectural Control Committee. Notwithstanding the foregoing, no Owner shall be required to reconstruct his Home if the Owner is relieved of the obligations of this section by the Board of Directors. In such

event, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition.

5. Partial Destruction of Home. In the event of partial destruction of a Home, the Owner shall, within a reasonable time, cause the damage to be repaired, subject to the approval of the Architectural Control Committee, in conformity with the plans and specifications of the original structure. Any change or alteration must be approved by the Architectural Control Committee. In no event shall any damage to a structure be left not repaired for more than sixty (60) days.

6. Variances.

A. General. Notwithstanding anything to the contrary contained in this Declaration, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the By-Laws and any rule, regulation or use restriction promulgated pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

B. Declarant Rights. Notwithstanding anything to the contrary herein, the Declarant and its successors and/or assigns, during the time that it owns any lots within the community shall have the right, but not the obligation, to: control the Architectural Control Committee, exempt itself from assessments, waive any provision of the Declaration or Bylaws for itself or any owner, and to generally control any new construction.

ARTICLE VI
EXTERIOR MAINTENANCE

1. Maintenance and Repair of Homes, Driveways, Walkways and Lots. The Owner of each Lot shall be obligated to maintain and repair the entirety of his Home, including any porch which is attached to his Home, all walls and the roof of such Home, including all brick, stucco and concrete portions of the same. The Owner of each Lot shall also be obligated to maintain and repair the driveway, any walkways and any portion of the Lot not occupied by said Home, driveway or walkway. Such maintenance and repair work shall be performed at the sole cost and expense of the Owner of such Lot. All exteriors of all Homes and all driveways, porches, walkways, and yards shall be maintained in a condition which is satisfactory to the Association and in accordance with approval of the Architectural Control Committee pursuant to Article V, supra. In no event shall any change be made to the exterior appearance of any Home (including, without limitation, doors, painting and the application of any brick, stucco, paneling or other siding), unless such change has been first approved in writing by the Architectural Control Committee.

2. Failure of Maintenance. If an Owner fails to maintain the exterior of his Home, driveway, walkway, and yard in a clean and attractive condition and in good order and repair, in a manner satisfactory to the Association, the Association shall have the right and an easement appurtenant thereto, through its agents and employees, to enter upon such Lot to repair, maintain, and restore the exterior thereof, provided that the Owner of such Lot shall have failed to repair, maintain, and restore the exterior after having received at least thirty (30) day's written notice from the Board specifying the nature of the repairs, maintenance or restoration deemed necessary by the Board. Provided further, if an Owner or an agent of said Owner, either intentionally or negligently damages any portion of any Lot or Common Area so as to create a health or safety hazard to adjoining Lots or Areas, or to create a nuisance or to be unsightly and not in keeping with the quality of Wetherill Park subdivision as determined by the Association, then the Owner who caused, or whose agent caused, said damage shall be liable and responsible for the repair of the same. After having received at least thirty (30) day's written notice from the Board specifying the nature of the damages and such damage has not been repaired, then in such an event, the Association shall repair said damages. The cost of such maintenance or repairs described in this Section, together with a service charge equal to twenty five percent (25%) of such costs, shall be added to and become part of the annual assessment to which such Lot is subject, and the Association may recover such cost in the same manner as payments of delinquent assessments are enforced hereunder. Such assessment shall in every respect constitute a lien on the Lot as would any other assessment.

ARTICLE VII RESTRICTIONS

Leases

1. Single-Family Residential Use. No portion of the Property shall be used for commercial or mercantile purposes. Each Lot shall be used for single-family residential purposes exclusively and recreational purposes incidental thereto. By way of example and without limiting the generality of the foregoing, the following uses of any portion of the Property are specifically prohibited: apartment houses, boarding houses, stores, offices or day care centers.

2. Minimum Size. All requirements relating to the size of any improvement or residence constructed on any Lot shall be established by the Architectural Control Committee established in Article V, Paragraph 2 *supra* and the size of any such construction must be approved pursuant to Article V Paragraph 3, *supra*.

3. Sleeping Quarters in Attic, Garage or Outbuilding Prohibited. No attic, shack, garage, barn or detached outbuilding shall be used for sleeping quarters. This provision shall not prohibit the conversion of a garage into sleeping quarters which is incorporated as part of the main residential building if the required approval is obtained by the Architectural Control Committee.

4. Altering Lot Boundaries. No Lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Greenville County, except with the written consent of the Company and the Association. However, the Company hereby

expressly reserves to itself, its successors and assigns, the right to change the boundary lines or subdivide any Lot or Lots owned by it in order to create a modified building Lot or Lots, and to take such other steps as are reasonably necessary to make such re-platted Lot or Lots suitable and fit as building sites, including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said platted Lots. The provisions of this Section shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of this Declaration.

5. Location of Building on Lot. No building of any kind or character shall be erected on a Lot nearer the street than the minimum building line as shown on the recorded subdivision plats depicting said Lot, nor shall any building of any kind or character be erected any closer to the side or rear boundary line of any Lot than the area reserved for easements as shown on the recorded subdivision plat. If any Lot is re-subdivided or enlarged pursuant to the provisions of Paragraph 2 hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the Lot as altered or re-subdivided. All boundary lines between corner Lots and contiguous Lots shall be considered as side boundary lines. Conformity with the provisions of this paragraph must be verified by the Architectural Control Committee or its representatives.

6. Main Dwelling Built First. No building or structure shall be constructed prior to the construction of the main dwelling structure on the Lot. The provisions of this Declaration shall not prohibit the Company from using Homes as models.

7. Preservation of Trees and Vegetation. Single living trees, shrubs, and other vegetation contribute to the aesthetic value of Wetherill Park; no tree, shrub or other vegetation may be removed from a Lot without the written approval of the Architectural Control Committee. No addition to any Lot of a tree, shrub or other vegetation may be done without the written approval of the Architectural Control Committee.

8. Antenna, Satellite Dishes or Antennae. No antenna, satellite dish or other reception device having a diameter or diagonal measurement greater than one meter shall be installed on any Lot. As long as reception of an acceptable quality is not precluded, the antenna, satellite dish or other reception device of appropriate size shall be only located on the rear of the Home and not be visible from the street.

9. Fences and other Structures. No fence, wall, shrub, bush, tree or other thing, natural or artificial shall be placed, maintained or permitted to remain on any Lot or area if the location of such obstructs the vision of the motorists on any adjacent street or lane and thus creates a traffic hazard. No fence, wall, or similar structure shall be constructed or maintained on any Lot more than six (6) feet in height or nearer the street boundary line of the Lot than the rear line of the main residential building as extended to the side Lot lines and not beyond the minimum building line on corner Lots, unless approved otherwise by the Architectural Control Committee. It is the purpose to make it aesthetically pleasing for

all of Wetherill Park. All fences shall be constructed in the "shadow box" style, no more than six (6) feet high with six (6) inch dog-eared pickets. Construction of all fencing must be approved by the Architectural Control Committee and application for same must be made on forms approved by said Committee.

10. Animals. No animals, livestock, poultry, any kind of farm animals or fowls or bait farms shall be maintained on any Lot. Not more than two (2) cats, dogs or similar domestic pets may be kept on any Lot except with the written permission of the Architectural Control Committee. Said pets must be contained by a fence approved by the Architectural Control Committee as stated in these covenants. Pets must be on a leash at all times with said Owner being responsible for waste pick up. No "dog run" or animal pen shall be permitted unless it is screened from sight by a fence and is not visible from the street or any other lot in Wetherill Park.

11. Screened Areas of Unsightly Items. No garbage receptacles, clotheslines, or other unsightly objects may be maintained except in screened areas which conceal them from view from the road and adjacent portions of the Property. Plans for such screened areas delineating the size, design, texture, appearance and location must be approved by the Architectural Control Committee prior to their construction. Garbage receptacles are to be stored in the garage or in the rear of the Home at all times with the exception of the 24 hour period of garbage pick-up.

12. Vegetable Gardens. No vegetable garden may be planted on a Lot except behind the line of the rear of the main dwelling structure as the same is extended to intersect with the side Lot lines, and not beyond the minimum building line on corner Lots. Some screening maybe required by the Architectural Control Committee to assure compliance with the provisions of Paragraph 11 hereof.

13. Storage Buildings. All storage buildings must be approved by the Architectural Control Committee as stated in these covenants. All storage buildings must also be contained by a fence also approved by the Architectural Control Committee; said fence must be installed in conjunction with the assembly or placement of said storage building. All prefabricated, one story storage buildings will be approved providing they meet the aesthetic approval of the Architectural Control Committee. No storage building may be located in the area of any easement unless it is constructed of such a nature as to be moved without the aid of heavy equipment or dismantling. Storage buildings must conform to the regulations imposed by Greenville County, South Carolina, particularly with respect to maximum square footage allowed. Photographs or artistic representations of all proposed storage buildings, along with a written description of materials to be used in construction, shall be submitted to the Committee along with application for approval.

14. No Dumping or Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers screened from view as provided in Article VII, Paragraph 11. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Lot which shall tend to substantially

-decrease the beauty of Wetherill Park as a whole or the specific area of his Lot. No outside burning of wood, trash, leaves, garbage or other refuse shall be permitted on any Lot.

15. Truck, Trailers, Recreational Vehicles, Mobile Homes. No parking of commercial trucks (two tons or over), trailers, recreational vehicles or mobile homes shall be permitted on the street or other portions of the Property except during construction and, thereafter, except for delivery and pickup or remodeling and repair of buildings on the Property. Campers, travel trailers, vans, motorcycles, motorbikes, and/or water crafts and water craft trailers under twenty (20) feet in length may be kept on a Lot only if parked in a closed garage at all times and never on the street or driveway. Special exception to this restriction may be granted an Owner provided prior written permission from the adjoining Owners and the Architectural Control Committee is obtained and such campers, travel trailers, under six (6) feet in height, motorcycles, motorbikes, and/or water crafts and water craft trailers under twenty (20) feet in length are parked in the completely fenced (refer to Article VII Paragraph 9) rear yard so that they are not visible from the street. No vehicle, trailer, trailered boat or other conveyance of any kind may be parked on the street overnight and no vehicle, trailer, trailered boat or other conveyance of any kind may be parked in the front or side yard (defined as that portion of a Lot extending forward to the street from a perpendicular line running between the rear corners of a dwelling to the side boundary line of a lot) of any lot under any circumstances.

16. Hobbies. The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices which might lead to disordered, unsightly or unkempt conditions, shall not be pursued or undertaken on any Lot. At no time shall any portable, permanent or temporary type of sports equipment such as, but not limited to, basketball hoops, be permitted in the front yard, street, or driveways or any portion of a corner lot unless fenced.

17. Driveways and Walkways. No breaks shall be made in any curb or gutter on or adjacent to the right-of-way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a Lot unless the apron of such driveway or walk shall be constructed of a permanent paving material such as concrete or asphalt, which is compatible with the curb or gutter being broken and the adjacent street. Such driveway or walk shall tie in with the street curb and/or gutter in such a manner that a hazardous condition is not created. Any change in design or appearance of said driveways and/or walkways must be approved by the Architectural Control Committee and Greenville County.

18. Noxious or Offensive Activity. No noxious or offensive activity shall be conducted upon any Lot, street or Common Area of Wetherill Park nor shall anything be done thereon which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any resident of Wetherill Park or any portion of the Property. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, and unpleasant or of such a nature as may diminish or destroy the enjoyment of other portions of Wetherill Park. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other

sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot, Street or Common Area of Wetherill Park. After ten o'clock p.m., no noise may be made on any lot that is loud enough to be heard inside any residence with the windows and doors closed. Loitering by guests of residents shall be prohibited at all times.

19. Signs and Mailboxes. No signs shall be erected or maintained on any portion of the Property by anyone including, but not limited to, an Owner, a Realtor, a contractor or subcontractor, except with the written permission of the Board of Directors or except as may be required by legal proceedings. If such permission is granted, the Board of Directors reserves the right to restrict size, color and content of such signs. Likewise, one sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structures is permissible and only one usual for sale Realtor sign may be erected during the sales period without the permission of the Association. No Property identification signs for any Lot may be erected unless they have received prior written approval of the Architectural Control Committee. All mailboxes and posts shall be matching in design and color as provided by the developer/builder, without variation.

20. Oil and Mining Operations. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted in Wetherill Park, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted.

21. Window Air-Conditioners. No air-conditioner shall be installed in any window of any Home or garage, nor shall any air-conditioner be installed on any Home or garage so that the same protrudes through any exterior wall of such Home or garage.

22. Yard Sales. All yard sales shall be regulated by the Association and may not be conducted without approval therefrom.

ARTICLE VIII
ADDITIONAL COVENANTS

1. Term of Declaration. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Company and persons claiming under them, specifically including, but not limited to their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration, after which time all said covenants shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. There shall be no renewal or extension of the term of this Declaration, if, prior to the expiration of the initial twenty (20) year period or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by not less than ninety percent (90%) of the then Owners of the Property has been recorded, agreeing to terminate this Declaration upon the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.

4/5/2013
2. Amendment. This Declaration maybe amended unilaterally at any time and from time to time by the Company for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights or obligations of any Owner hereunder without the consent of the affected Owner. In addition, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and hereafter by an instrument signed by not less than seventy five percent (75%) of the Owners and the consent of the Company as long as Property is still owned in Wetherill Park. Amendments to this Declaration shall become effective upon the filing for record in the Office of the Register of Deeds of Greenville County, South Carolina.

3. Addition to Other Land. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands subjected in the future to this Declaration or to limit the application of this Declaration to lands subjected to it in the future.

4. Assignment of Company's Rights. The Company reserves the right to assign in whole or in part to a successor in title, or to the Association, its rights reserved in this Declaration which include, but are not limited to, its right to appoint members of the Architectural Control Committee to establish rules and regulations, and all other rights reserved herein by the Company. Following the assignment of such rights, the assignee shall assume all of the Company's obligations which are incident thereto, if any, and the Company shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Company to an assignee shall be made by written instrument which shall be recorded in the Office of the Register of Deeds of Greenville County, South Carolina.

5. Notices. Any notice required to be sent to any member of the Association pursuant to any provision of this Declaration may be served by depositing such notice in the mail, postage prepaid, addressed to the Owner to whom it is intended, at the address of the Lot owned, or, at the address which such Owner shall have furnished to the Secretary of the Association. The date of service shall be the date of mailing.

6. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and affect.

7. Storm Water Management Facility Restrictive Covenant Language. That certain Storm Water Management Facility Restrictive Covenant Language attached as Exhibit B hereto is hereby incorporated by reference. Notwithstanding anything otherwise contained herein, in the event of a conflict between any of the terms contained herein and the applicable terms contained in the Storm Water Management Facility Restrictive Covenant Language attached as Exhibit B, the Storm Water Management Facility Restrictive Covenant Language shall control.

WITNESS the Company's hand and seal this 5th day of April, 2013.

SIGNED, sealed and delivered
in the presence of:

Shendyn M. Rye
WITNESS

James C. Jones
WITNESS

S.C. PILLON HOMES, INC.

By: [Signature]

Its: Authorized Signatory

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named officer of the Company, sign, seal and as the grantors' act and deed, deliver the within written deed and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

James C. Jones
WITNESS

SWORN to before me this
5th day of April, 2013.

Shendyn M. Rye (SEAL)
NOTARY PUBLIC for Georgia - SC
My Commission Expires: 3-8-12

EXHIBIT A

All that certain piece, parcel or tract of land situate, lying and being on the corner of Allen Street and Hale Street, in the County of Greenville, State of South Carolina, being shown and designated as 12.846 acres, more or less, on that certain survey captioned "Topographical Survey for Word of Faith Christian Fellowship" prepared by Landrith Surveying, Inc., dated March 4, 2003, recorded July 14, 2006, in the Office of the Register of Deeds for Greenville County in Plat Book 1013 at Page 59, reference to said plat being craved for a metes and bounds description thereof; and as further shown on that certain more recent plat captioned "Wetherill Park" prepared by 3D Land Surveying, Inc., dated November 15, 2007, recorded February 13, 2008, in the Office of the Register of Deeds for Greenville County in Plat Book 1060 at Pages 67-68.

Tax Map No.:

Lot 1 0108-01-01-001.00
Lot 2 0108-01-01-002.00
Lot 3 0108-01-01-003.00
Lot 4 0108-01-01-004.00
Lot 5 0108.01.01.005.00
Lot 6 0108.01.01.006.00
Lot 7 0108.01.01.007.00
Lot 8 0108.01.01.008.00
Lot 9 0108.01.01.009.00
Lot 10 0108.01.01.010.00
Lot 11 0108.01.01.011.00
Lot 12 0108.01.01.012.00
Lot 13 0108.01.01.013.00
Lot 14 0108.01.01.014.00
Lot 15 0108.01.01.015.00
Lot 16 0108.01.01.016.00
Lot 17 0108.01.01.017.00
Lot 18 0108.01.01.018.00
Lot 19 0108.01.01.019.00
Lot 20 0108.01.01.020.00
Lot 21 0108.01.01.021.00
Lot 22 0108.01.01.022.00
Lot 23 0108.01.01.023.00
Lot 24 0108.01.01.024.00
Lot 25 0108.01.01.025.00
Lot 26 0108.01.01.026.00
Lot 27 0108.01.01.027.00
Lot 28 0108.01.01.028.00

Lot 29 0108.01.01.029.00
Lot 30 0108.01.01.030.00
Lot 31 0108.01.01.031.00
Lot 32 0108.01.01.032.00
Lot 33 0108.01.01.033.00
Lot 34 0108.01.01.034.00
Lot 35 0108.01.01.035.00
Common 0108.01.01.036.00

Exhibit B

See Storm Water Management Facility Restrictive Covenant Language attached hereto.

Storm Water Management Facility Restrictive Covenant Language

Instructions: Please include the following language in the Restrictive Covenants of the Homeowners Association as it pertains to your subdivision:

1. Declarant/HOA Covenant:
 - a. All parties affected by this Declaration intend the covenants in this Declaration to run with the land and with title to the Property. If any clause or covenant of this Declaration prevents this Declaration from running with the land, such clause or covenant shall be judicially modified and enforced so that the covenants in this Declaration run with the land.
 - b. Declarant shall transfer ownership of the common areas when the BMP features are located in the Common Areas of the Association to the Homeowners no later than that date after Declarant shall have conveyed fifty (50) percent of parcels to Homeowners other than Declarant.
 - c. If/when the owner of the property is an Owners Association,
 - i. The membership of the Association shall consist of Declarant until turnover of power to the Association, and every Homeowner. Membership into the association is mandatory for all current and future property/lot owners.
 - ii. The Association shall have the powers set forth in the Articles and Bylaws and granted by South Carolina law. The Association shall have the power to adopt a budget and to assess Homeowners to pay for the Association's expenses as set forth in the governing documents. Except as provided in the governing documents, the Board of Directors may act in all instances on behalf of the Association.
 - iii. The storm water management facility maintenance has funding priority over other expenses, unless local jurisdiction overrides
 - iv. Funds for storm water management will be kept separate from other funds
 - v. Funding will be available at all times for repairs
 - vi. To the extent permitted by law, the association cannot dissolve without passing storm water maintenance responsibility to another legal entity.
2. Common Areas – Responsibilities and Maintenance
 - a. The Landowner (initial developer/Declarant), its successors and assigns, including any **homeowners association** will own and maintain the Common Area and all BMP (Best Management Practices) features (structural and non-structural) located within the Common Area, including but not limited to, storm water management facilities, buffers, low impact development and associated elements. Within these areas, no structure, planting or other material shall be placed or permitted to remain (1) which may damage or interfere with the performance of storm water features, easements; or (2) buffer areas or which may change the direction of flow of storm water or drainage channels; or (3) which may obstruct or retard the flow of water through the storm water features in these areas.

**Storm Water Management Facility
Restrictive Covenant Language**

- b. Pet waste signs/stations are to be located in all common areas to encourage all homeowners to dispose of their pet waste appropriately. The Association will be responsible for maintaining, repairing, and/or replacing the sign/stations.
- 3. Ownership & Maintenance of Structural Storm Water Management Facility (SWMF) and LIDs (Low Impact Developments)
 - a. The Landowner (initial developer/Declarant), its successors and assigns, including any homeowners association will own, operate and maintain the SWMF, including any LID elements and manufactured BMPs.
 - b. In addition to the powers granted under its governing documents, the Association shall provide the following services:
 - i. Maintenance of all Common Areas located within the Property to the extent permitted by governmental authority.
 - ii. Maintenance of any real property located within the Property upon which the Association has accepted an easement for maintenance.
 - iii. The Association's maintenance of the Common Area shall specifically include, but shall not be limited to, the facility and the stormwater management system to the extent permitted by the County.
 - c. The Association shall maintain the Storm Water Management Facility (SWMF) in accordance with the approved Storm Water Management Plan (Permit # 13-1003) and Maintenance Requirements for each element of the SWMF, including manufactured BMPs.
 - i. The Landowner, its heirs, successors and assigns, will perform the work necessary to keep the facilities in good working order as appropriate.
 - ii. The Association will follow routine and prescribed maintenance of all SWMF elements, including manufactured BMPs, in accordance with the approved maintenance plan
 - iii. No alterations of the SWMF and appurtenances will be permitted without the prior written consent and approval of the storm water permitting agency.
 - iv. The Association and all Homeowners are beneficiaries; therefore the Association and all Homeowners will have standing to enforce any of the provisions in this section.
 - v. Easements for Stormwater Management: For those Stormwater Management features not located within a Common Area owned by the Association, there shall be a non-exclusive perpetual easement upon, over, under and across all portions of the Property utilized for the surface water or stormwater management system. Additionally, the Association shall have a perpetual nonexclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or

**Storm Water Management Facility
Restrictive Covenant Language**

swales, without the prior written approval of the storm water permitting agency.

- d. Common areas and easements: shall allow any authorized agent the right of ingress and egress over the Property and any easement areas, at a reasonable time and in a reasonable manner, for the purpose of operation, maintenance, or repair as required.
- e. Low Impact Development Features located on individual lots (if applicable):
 - i. If an LID feature is located on individual lot(s), the owner(s) of the lot(s) will be responsible for the maintenance of such feature per the maintenance requirements, in accordance with the approved Storm Water Management Plan (Permit # 13-1663) and Maintenance Plan.
 - ii. The LID feature shall not be altered or eliminated without approval from the storm water permitting agency.
 - iii. The ownership of the LID feature will be included in the deed and shall run with the land.
- 4. Ownership and Maintenance of Non-Structural Storm Water Management Features
 - a. Buffer Areas, if applicable:
 - i. The Association shall own and maintain Buffer Areas when particularly used as part of the stormwater management system, as outlined in the Storm Water Management Plan.
 - ii. The Buffer Area must remain undeveloped in perpetuity, unless the owner of the Buffer Area, or any successors or assigns, obtains the prior written approval of the storm water permitting agency. To maintain the ability of the Buffer Area to filter and absorb stormwater, and to maintain compliance with Stormwater Management plan, the use of the Buffer Area is hereinafter limited as follows.
 - No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material may be placed, stored or dumped on the Buffer Area, nor may the topography of the area be altered or manipulated in any way;
 - Any removal of trees or other vegetation within the Buffer Area must be limited to the following:
 - a. No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained
 - b. No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed except that one winding path, that is no wider than six feet and that does not

**Storm Water Management Facility
Restrictive Covenant Language**

provide a downhill channel for runoff, is allowed through the area;

- No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Buffer Area, except for a sign, utility pole or fence;
- No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Buffer Area;
- Any level spreader directing flow to the Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

5. Responsibilities of Homeowners/Property Owners:

- APPROVED BY:
ACTING SUPERVISOR
GREENVILLE COUNTY
- a. Lot Development. During the construction or renovation of a dwelling, the Homeowner or the Homeowner's builder shall control erosion and sedimentation during and after construction, stabilize cleared areas, limit stockpiles, protect stormwater inlets during construction, remove temporary control systems after construction, and limit the placement of gutters and drains. The Homeowner's builder shall comply with the local government and the storm water management plan requirements for erosion and sediment control.
 - b. Interference with Storm Water Management System Elements. Homeowner will not interfere with any SWMS Elements on Homeowner's Lot so as to preclude the function of the element. This includes LID elements, which are incorporated into the SWMS.
 - c. Altering Flow of Surface Water Drainage. Homeowner will not alter, change or obstruct the flow of any surface water drainage in a SWMF Element on Homeowner's Lot.
 - d. Use of Area of Lot Subject to Storm Water Management System Easement. Homeowner may use any portion of Homeowner's Lot subject to a SWMS Easement so long as Homeowner's use is not inconsistent with the SWMS Easement.

6. The Association should work with the Soil & Water Conservation District to be proactive in Environmental Education (good housekeeping practices) to homeowners and residents within the subdivision to include, but not limited to: purpose of storm water management & features; car washing; disposal of yard waste; pet waste impact and disposal; use of fertilizers and herbicides; oils from cars, motorcycles and lawn mowers; carpet cleaning water; cooking grease.

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
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Timothy S. Hanney