

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED
RESTRICTIVE AND PROTECTIVE
COVENANTS FOR SYCAMORE RIDGE
SUBDIVISION
1998 APR 15

These Restrictive and Protective Covenants, Conditions and Restrictions, on this 16th day of April, 1998, the date hereinafter set forth, by Jelks/Little LLC, hereinafter referred to as the "Declarant".

JUDY G. HIX
SECRETARY

WITNESSETH:

Whereas, the Declarant is the owner of certain property in Greenville, County, South Carolina, which is more particularly described in an Exhibit A, attached hereto which it intends to develop, pursuant to these Restrictive and Protective Covenants (the "Restrictions") into Sycamore Ridge (the "Subdivision"), and

Whereas, Phase One of the Subdivision has been completed to the extent that a plat thereof has been prepared and Declarant intends to convey individual lots in Phase One subject to a uniform system of covenants, restrictions, uses and charges as hereinafter set forth; and

Now, therefore, Declarant hereby declares that all the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are imposed for the purpose of enhancing and protecting the value, desirability and attractiveness of both the property shown thereon and that which may be added and annexed hereunder subsequent to the date hereof. These easements, restrictions and covenants shall run with the title to the property and shall inure to the benefit of each owner thereof, their respective heirs, successors and assigns, and as well as the Sycamore Ridge Homeowners' Association, Inc. ("SRHA") as that term is used herein.

These covenants herein imposed shall be binding on all persons claiming under them until December 31, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of 75% of the then owners of the numbered Lots in Sycamore Ridge, it is agreed to change the covenants and restrictions in whole or in part.

I. USES PERMITTED AND PROHIBITED

1. Each numbered lot in the Subdivision ("Lot") shall be used solely for residential purposes. All houses constructed upon each numbered Lot shall be used exclusively for single family residential dwellings ("Permitted Dwelling").

(1)

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2200

2. No trailer, tent, shack, barn or other outbuilding shall be erected upon any Lot nor shall any such structure at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be used as a residence.
3. No house trailer shall be placed on any Lot either temporarily or permanently. Any camping trailer, recreational vehicle, boats and/or similar equipment, used for the personal enjoyment of a resident of a Lot, must either be stored in the garage or removed from the site within twenty-four hours from the time such object was placed on any Lot. No tree houses, storage sheds or playhouses shall be erected on any Lot, unless previously approved in writing by the Architectural Review Committee ("Committee").
4. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No part of any of the property shall be used for any business or commercial purpose.
5. No animals shall be kept, maintained or quartered on any Lots except that cats, dogs, and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants.
6. The total area of all driveways shall be paved or finished by plant mix concrete, asphalt or such other materials as may be approved in writing by the Committee.
7. Nothing herein contained shall be construed to prevent (subject to Declarant's approval) the contractors designated by the Declarant actively working in Sycamore Ridge and sales agents engaged by Declarant from maintaining temporary sales offices and storage on any Lot or within the recreation facility described in Section V (2) while the Subdivision is in the process of being developed and while houses within the Subdivision are under construction and/or being offered for sale.
8. Garbage, trash cans, wood piles and clothes drying lines must be so located that they will not be visible from the street.
9. No fuel tanks or containers shall be placed within the Subdivision unless such tanks are buried underground consistent with normal safety precautions and all applicable governmental requirements and shall be used solely as an act of the heating supply for a residence constructed on a Lot.

10. Lot Owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected and traffic hazards will not be created. Further, all Lot owners shall be required to maintain their Lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the Subdivision or the surrounding property.

In the event any Lot Owner shall fail to maintain his or her Lot to the standards set forth herein, then SRHA shall have the right to enter upon such lot and perform, or cause to be performed, any work required to remedy the situation. All costs so incurred shall be immediately reimbursed by the Lot owner(s) to SRHA. In the event such reimbursement does not occur within thirty days following demand from SRHA, the outstanding sum shall be deemed to be an Assessment and processed pursuant to the provisions set forth in sections V(4) and V(5) herein. Vegetable or ornamental gardens, sandboxes or other children's play equipment shall be located only in the rear yard of any Lot and only after the Committee shall have approved the same.

11. No window air conditioning units shall be installed in any Permitted Dwelling without the prior approval of the Committee. Outside heating and cooling units must be screened.

12. No wall, fence or hedge higher than 36" from the ground may be erected closer to the front street line of any numbered Lot than the rear wall of any structure unless written permission to do otherwise shall have been obtained from the Committee. No fence shall be constructed by chain link wire or similar metal on any portion of any Lot. Only painted wooden fences, brick fences, wrought iron fences, and hedges may be in the front and side yard of any Lot after approval by the Committee, and must adhere to the height limitations set forth above.

13. Provisions must be made by Lot Owners for off-street parking of their own cars and those belonging to guests, invitees and other family members, as the parking of such cars on street right-of-way for long periods of time during the day or night will not be permitted.

14. No motorcycles, motorbikes, minibuses, go-carts or other similar vehicles shall be operated on any Lot or on any common area.

15. No fireworks of any kind shall be stored or used on any Lot or in the common area or on any portion of the Subdivision or any public or private road or street in the Subdivision.

16. Each Lot upon which a Permitted Dwelling has been constructed shall have a mailbox of a type and size specified by Declarant or the Committee. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed.
17. Landscaping for each Lot shall have an initial minimum budget of \$4,000 including sod, final grading, seeding, plant material and labor. The front yard shall be landscaped with sod.
18. If vinyl material is used, with the exception of vinyl boxing, there must be at least 5" vinyl cornerboards or wooden cornerboards.
19. The unsurfaced area in the road right of way in front of each Lot must be maintained by the Lot owner of the respective Lot as well as the entire Lot.
20. All houses must have garage doors into garage and garage doors must be closed except when in use.
21. All chimneys must be stone, stucco or masonry. Shrouds must be used to cover any unattractive piping material that extends above the chimney. Also, unattractive shrouds or vents, with the exception of those under the house, will be painted to blend in with the overall appearance of the house.
22. Each Lot Owner is responsible for repairing damage to the sidewalks, right of way, paving and curb caused during construction of improvements. Furthermore, each Lot Owner is responsible for maintaining the sidewalk (if applicable) in the street Right-of-way in front of his/her yard to match the existing sidewalk as well as any privacy fence (if applicable) near the rear Lot lines or any berm near the rear Lot lines of the Lot Owner installed by the Declarant.
23. No signs shall be used upon any lot without the approval of the Committee.
24. No Permitted Dwelling shall be constructed having an initial asking price of less than \$200,000, inclusive of the Lot.
25. No exterior lights mounted on telephone poles or similar stands or lights operated by photocells (or similar devices) will be permitted. The only permitted exterior lighting will be by standard exterior lampposts no greater than eight feet above ground elevation or by spotlights mounted on the residence structure, approved in advance by the Committee.

26. No Lot Owner other than Declarant and contractors building houses in Sycamore Ridge will engage in any activity which will result in the deposit or accumulation of trash, refuse, debris or other objectionable matter, and any objectionable matter accumulated by Declarant and contractors must be removed in a timely manner. Nothing herein contained shall be construed to allow the contractors building homes in Sycamore Ridge to avoid the responsibility outlined in I (10) above to maintain their construction site in a neat and presentable manner.

27. No brick face on the front of any house with siding wrapped around three sides of the house will be allowed.

28. Attached or detached garages may be constructed on Lots, provided such garages have doors, which shall be kept closed except when in use. Side and rear entrances to such garages shall be required unless a variance shall be approved by the Committee.

29. No Lot Owner or contractor will allow silt or erosion to materially adversely affect the streets in the Subdivision nor adjacent Lots. If this event occurs, Declarant has the right, but not the obligation, to correct the problem and charge cost to the Lot Owner under the same terms outlined in I (10) above.

II. SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

1. No building shall be erected on any Lot nearer to the front Lot line than the building setback line as shown on the recorded plat. No resident shall be nearer to any side Lot line than a distance equal to 10% of the width of the Lot measured at the front wall of the structure. The rear building set back line for a residence shall be ten (10) feet.

2. No Lot shall be recut without first obtaining the written permission of the Committee created under Article III hereof.

3. Nothing herein contained shall be construed to prohibit the use of more than one Lot or portion of one or more Lots as a single residential unit provided written approval thereof shall first be obtained from the Committee.

4. Each Permitted Dwelling shall contain the minimum floor space as follows:

- (a) For a One (1) story house - 2000 square feet
- (b) For a One and one-half (1 1/2) house - 2400 square feet
- (c) For a Two (2) story house -2400 square feet

In calculating the minimum floor space, only the heated area of the Permitted Dwelling shall be included. Any area comprising porches, garages, breezeways, and unfinished attics shall be excluded. Heated space in basement will get only one-half credit.

- 5. No garage more than two stories in height shall be erected upon any numbered Lot.
- 6. No above-ground swimming pools may be constructed on any number Lot.

III. ARCHITECTURAL CONTROL

- 1. An Architectural Committee ("Committee") is hereby created which shall be initially composed of Joseph W. Jelks III, J. Bryan Little, Jr. and an independent party that may be named by Jelks. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member(s) of the Committee.
- 2. No improvements, buildings, fences, structures whether permanent or temporary, including but not limited to television satellite dish systems shall be erected, placed or altered on any Lot until and unless building plans, specifications and plot plan of such residence, structures or television satellite dish systems have been approved in writing by the Committee as to the conformity and harmony of external design and consistence with plans of existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation by the Committee. Exterior satellite dishes and television antennae, solar panels and satellite dish antennae will not be allowed unless concealed and approved by the Committee.
- 3. Any wall or fence proposed to be erected or placed on any such Lot, whether as part of the original residence design or a later addition, must receive the

approval in writing of the Committee. The Committee shall have the right to refuse to approve any such fencing, taking into consideration the suitability of the proposed fencing, the materials of which it is to be built, whether or not it is in harmony with the surrounding area and what effect it will have on other residences already constructed and what effect it will have on the adjacent neighboring property. Any fence erected by Declarant on or near the rear of any lot line will be maintained by the owner of said Lot.

4. Prior to the commencement of any construction, each Lot Owner shall submit to the Committee, in duplicate, plans and drawing, which shall have been prepared in a 1/8th scale or larger, which shall contain at a minimum:

- (a) front, rear and side elevations
- (b) floor plans
- (c) the area of heated floor space
- (d) exterior building material to include manufacturer, color and texture
- (e) exterior trim color
- (f) roofing material, color and pitch (which shall be at least 6/12)
- (g) site plan showing (on a scale of one to fifty or larger) foundation of all structures, walks, driveways, fences and drainage plans
- (h) landscaping plan of front yard, side yards and rear yard
- (I) estimated completion dates of all construction and improvements
- (j) any treatment required to adequately handle surface water run-off due to changes in topography, it being the responsibility of each Lot Owner and all persons or entities employed by such person to assist in the construction of any building or improvements on such Lot to control the discharge of surface water or sediment from such Lot onto or upon any part of the Subdivision.

The documents and other information required to be submitted shall be delivered or mailed to the Committee, in care of Joe W. Jelks III, P. O. Box 25819 Greenville, SC 29616. One complete set shall be retained by the Committee and the second complete set shall be returned to the applicant, with the Committee's approval or disapproval clearly noted thereon.

5. In the event said Committee fails to approve or disapprove such designs and plans within thirty (30) days after said plans have been submitted to and received by said Committee, and if no suit to enjoin the erection or alteration of such building or improvements, to include, but not be limited to any outbuilding, wall or fence, has been commenced before such erection or alteration is substantially completed, this requirement shall be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any Lot Owner or other person.

6. No member of the Committee shall be liable for any act or omission except willful misconduct or gross and inexcusable neglect.

7. The Committee is authorized to approve, disapprove, or ratify, the initial construction or alteration of any building, improvement, structure, wall, fence, landscaping as well as the other items set forth under Sections I, II, III, and VI at the sole discretion of the Committee to include any variances which the Committee approves in its sole discretion. Such approval, disapproval, or ratification shall be requested in writing and, once given, shall be binding on all persons subject to these Restrictions.

8. Any construction by a Lot Owner shall be performed only by a licensed contractor or builder.

9. Once construction shall have commenced on a Lot, each Lot Owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no stoppage of work for more than 14 consecutive days to be condoned, acts of God excepted, and be completed, including landscaping, and ready for occupancy within nine (9) months from the commencement date.

10. The Committee expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth herein to any successor in title or duly organized legal entity at Committee's sole discretion.

11. Any damage(s) to any street, curb, sidewalk, catch basin, street light, grassed area, or gutter which occurs as a result of construction activity relating to any Lot shall be promptly repaired by the owner of such Lot. If such owner fails or refuses to complete such repairs, the Committee shall have the right to delegate such completion to SRHA, and all costs and expenses incurred in completing such work shall be immediately due and owing by such Lot Owner. In the event such amount is not liquidated by the appropriate Owner within thirty days following notice thereof, the outstanding sum shall be deemed an assessment and processed pursuant to the provisions set forth in Sections V(4) and V(5) herein.

IV. EASEMENTS

1. An easement is reserved over front and side Lot lines seven and one-half (7 1/2) feet in width on each interior Lot and ten (10) feet in width over the rear lot line on each interior lot for the installation, operation, and maintenance of utilities and for drainage purposes. On each Lot which abuts property other than that owned by Declarant, an easement seven and one-half (7 1/2) feet in width on the front and side Lot lines and fifteen (15) feet in width on the rear Lot lines is reserved for the installation, operation and maintenance of utilities and for drainage purposes. Any additional easements across individual Lots as are recorded in the public records or as are shown on the recorded plat for the Subdivision, are also reserved.

2. Declarant specifically reserves the right to grant easements for local service over any Lot for the installation and maintenance of utilities and cable television to the providers of such service. Duke Power has or will have a ten (10) foot easement around all the transformers it places on or near the front lot lines within the Subdivision.

3. On each Lot which has a creek or stream as one or more of its exterior lines, Declarant reserves a further easement of unspecified width but reasonably sufficient in measure to accommodate the installation, operation, and maintenance of drainage and utility devices.

V. RECREATIONAL FACILITIES, COMMON GROUNDS AND MAINTENANCE CHARGES

1. At such time as it shall be deemed appropriate by Declarant, but not later than when the last Lot is sold in the Subdivision, Declarant shall form a

homeowners association pursuant to the laws of the State of South Carolina, to be named "Sycamore Ridge Homeowners Association, Inc." ("SRHA"). Declarant will control SRHA until the last Lot is sold or sooner if Declarant chooses to turn control over to the Lot Owners. SRHA shall be the vehicle through which all appropriate matters referred to in these Restrictions shall be transacted. SRHA shall adopt provisions relating to the manner of which business shall be transacted in the form of "By-Laws". The acceptance of a deed by Grantee shall be construed to be a covenant by Grantee to abide by said By-Laws.

2. Declarant will by June 1, 1999 or sooner build a recreation facility on land adjacent to Turnhouse Lane and Player Way for the use and enjoyment of owners of Lots in the Subdivision as well as a sales office for Declarant and any contractors (subject to Declarant's approval) building in the Subdivision. Declarant shall convey the recreation facility to the SRHA no later than the date the last lot in the Subdivision is sold. The recreation facility will include a clubhouse, pool, and two tennis courts. The initial annual assessment for each lot related to owning and/or operating the recreation facilities, maintaining common areas, and managing the affairs of SRHA as described in more detail in Section V (4) below shall be Four Hundred Dollars (\$400.00) with the exception of lots owned by the Declarant and lots owned by licensed builders designated by the Declarant. In the case of any Lot owned by the Declarant, or by an entity in which either Joseph W. Jelks, III or J. Bryan Little, Jr. has at least twenty-five percent (25%) interest, there will be no annual assessment, and in the case of the Lots owned by the licensed builders designated by the Declarant, the initial annual assessment will be two hundred dollars (\$200.00).

3. The owner of every Lot located in the Subdivision shall be a member of SRHA. Declarant shall be entitled to two (2) votes for each Lot it owns in the Subdivision and all other owners shall be entitled to one (1) vote for each Lot owned, regardless of the number of Lots used to create one residence. When title to a Lot is vested in two or more persons jointly, the vote shall be exercised as they among themselves determine, but in such case not more than one (1) vote shall be cast per Lot. Membership in the above referenced recreational facility shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment.

4. An annual assessment consistent with the By-Laws of SRHA shall be levied by SRHA against each Lot in the Subdivision for costs associated with various amenities, including, but not limited to, recreation facilities, landscaping, street lights, street signs, entrances, all utility bills associated with the aforementioned, insurance (both structural and liability) and various miscellaneous

expenses. The amount of said assessment will initially be as determined in Section V (2) above and shall begin on January 1, 1999, which amount is subject to change pursuant to the provisions of the By-Laws of SRHA. Such assessment shall be due and payable to SRHA on the 1st of January of each year to cover that calendar year. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at 1 1/2% per month or the legal rate of interest, whichever is less. The acceptance of a deed by Grantee shall be construed to be a covenant by the Grantee(s) to pay said assessment, which shall run with the land and be binding upon said Grantee, his or her successors, heirs and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of SRHA or abandonment of a Lot. The prorata share of said annual assessment will be due at each Lot closing beginning January 1, 1999.

5. SRHA shall have the right to suspend the voting rights and right to use the facilities of a resident for any period during which any assessment, either annual or special, remains unpaid for a period of thirty (30) days or for any infractions of its published rules and regulations. In the event of non-payment of any assessment set forth herein, SRHA may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against property in the same manner that a real estate mortgage is foreclosed, and interests, costs and attorneys' fees shall be added to the amount of such assessment. The lien of SRHA against such Lot must be established by, and shall be effective from the time of filing of a Notice of Lis Pendens in the Office of the Clerk of Court of Greenville County. Failure by SRHA, or any Lot Owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.

6. The lien for non-payment of the assessments provided for herein shall be subordinate to the lien of any mortgage lien or any lien of laborers, contractors, or materialmen who or which furnished labor and/or materials in connection with the construction of improvements located on any Lot, unless prior to the filing thereof Notice of Lis Pendens has been filed by SRHA for foreclosure due to nonpayment of its assessments.

7. Sale or transfer of any residence shall not affect any duly perfected lien; however, the sale or transfer of any Lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien or any proceeding in lieu thereof shall

extinguish the lien of such assessment as to payments which become due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens has been filed by SRHA to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

8. Until such time as Declarant forms SRHA, Declarant is empowered to perform the functions that will be performed by SRHA and for this purpose may make such rules and regulations as it deems desirable to carry out said purposes. During the interim period, Declarant shall have the power to collect the annual assessment imposed pursuant to Section V (2) and Section V (4) herein for the purposes therein provided.

VI. MISCELLANEOUS

1. No signs, except those approved by the Committee, shall be permitted on any Lot except that a single sign offering the property for sale or for rent may be placed on any such Lot, provided such sign is not more than 24 inches wide and 20 inches high and approved by the Committee.

2. The property within the Subdivision is hereby declared to be a wildlife sanctuary and hunting of any bird, animal, or other form of wildlife, is specifically prohibited.

3. In the event a Permitted Dwelling is damaged or destroyed and the Lot Owner does not begin repair or reconstruction within thirty (30) days following such damage or destruction, the Lot Owner shall remove or cause to be removed, at his or her expense, all debris from the Lot so that it shall be placed in a neat, clean and safe condition. If any such Lot Owner shall fail to do so, the SRHA may cause the debris to be removed, and the cost of removal shall constitute a lien upon the Lot until paid by the Lot Owner and may be foreclosed in the same manner set forth in Article V as liens for assessments.

4. Any Permitted Dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of these covenants and to the By-Laws of the SRHA.

5. If the undersigned, or its successors, heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any Lot situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from so doing or to recover damages or other dues for such violation.

6. Invalidation of anyone or more of these covenants by Judgment of Court Order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said developers have hereunto set their hand and seals this 31st day of MARCH, 1998.

WITNESS

[Handwritten Signature]
[Handwritten Signature]

JELKS/LITTLE LLC
By: [Handwritten Signature]
Its: Managing Member