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Spartanburg County Register of Deeds Office

**RESTRICTIVE COVENANTS OF HOLLY MEADOWS
LYMAN, SOUTH CAROLINA**

The undersigned being the owners in fee simple of all the real estate that has been subdivided and named Holly Meadows according to plat survey of same record in Plat Book 138 page 472 Register's Office of Spartanburg County, South Carolina, to which plat reference is hereby made and incorporated herein by reference, and not having heretofore sold any of the lots described thereon, the undersigned does hereby agree and bind itself, it assigns and representatives, that the following restrictions, limitations, easements and covenants, shall be binding on all purchasers of lots in said subdivision known as "Holly Meadows" their heirs and assigns, as follows:

1. All lots in this section of the subdivision shall be used for residential purposes only. No more than one family residence will be constructed on any lot.
2. All houses erected in this subdivision shall have the following minimum required square footage living space:
 - (a) All houses shall have minimum of 1500 square feet of living space measured on the exterior of the foundation walls and such shall NOT include garages, patios, porches or storage space to meet these requirements.
 - (b) All houses shall be built on foundation with crawl spaces (no houses to be built on concrete slabs).
 - (c) All 1 1/2 story houses shall have a minimum of 1100 sq. ft. on first level with a combined minimum of 1600 sq. ft. for both levels.
 - (d) All driveways will be completely finished with concrete. A temporary gravel drive may be constructed from the street to the side of the proposed dwelling before or at the time construction of said dwelling is commenced.
 - (e) All roof pitches are to be a minimum of 6/12 with the exception of shed porches or discretion and approval of the Architectural Control Committee.
3. No residence will be constructed or maintained on any lot closer than 30 feet from the front line of the lot or the side line of any corner lot, as shown on the recorded plat, excluding any infringements of porches, carports, bay windows, terraces or other protrusions extending over the setback line or sideline. No dwelling shall be constructed less than 10 feet from any side line of the lot as recorded in the plat.
4. The exterior finish of all residences, garages or carports constructed on said lots shall be of any of the following materials and finishes only:
 - (a) Dressed brick, quarried stone or man-made stone or brick.
 - (b) Exterior sidings of vinyl or drivet.
 - (c) Any combination of the above; or
 - (d) as may be otherwise approved by the Architectural Control Committee.
5. No lot shall be used or maintained as a dumping ground for rubbish or other refuse. Any trash, garbage or other waste shall not be allowed in proper sanitary containers which shall be removed in a reasonable time.
6. There is hereby dedicated and reserved a 5 foot perpetual drainage easement along all of lines in addition to the utility and drainage easements as indicated on the recorded plat.
7. **SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations are permitted to remain on any corner lot within triangular are formed by the street property line connecting them at points 25 feet from the intersection of the street lines, or in case of rounded property corner from the intersection of a street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8. SIGNS - No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than 15 square feet advertising the property for sale. Signs used by the builder or developer to advertise the property during the construction or sales phase are allowed and may be up to 48 square feet in size.

9. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony or external designs with existing structural and as to location with respect to topography and finish grade elevation.

A. ARCHITECTURAL CONTROL COMMITTEE:

(1) MEMBERSHIP: The Architectural Control Committee is composed of Buddy Lynn, Bud Hendrix and unnamed member. All three members of the committee must agree to designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

(2) POWERS: The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, if disapproved, if no suit to enjoin the construction has been commenced prior to the completion thereof, approved will not be required and the relative covenants shall be deemed to have been complied with. The Committee shall have full acquittance for any action it takes hereunder.

(3) TERMINATION: Upon sale of all lots and completion of all construction, Architectural Control Committee shall cease to exist and all authority and control herein provided for shall pass to the Home Owners Association.

10. No noxious or offensive operation and/or business or trade of any kind shall be allowed or maintained on any lot or any portion of a lot, and nothing shall be done on any lot which may constitute a nuisance or an unreasonable annoyance to the neighborhood.

11. No trailer, tent, detached garage unless approved pursuant to paragraph 9, storage bin, shed, barn or other outbuilding, unless approved pursuant to paragraph 9, shall be allowed or maintained on any lot, and no structure, mobile home or modular home or houseboat shall be moved on any lot except as hereinafter vehicle, except automobiles or trucks with 1 ton capacity or less, shall be allowed on any lot. The only exceptions to this paragraph will be that of a house trailer or field office, a temporary dumpsite for construction debris, and a temporary storage trailer may be used by the builders or their sales organization during the construction of homes in the subdivision.

12. No poultry, livestock or animals other than household pets shall be allowed on any lot at any time. This provision does prohibit the raising of dogs, cats, or other animals for commercial purposes.

13. No lot shall be re-subdivided into lots of smaller size. However, two (2) or more lots may be made into one building site, if the new single lot is approved by the Architectural Control Committee and the Subdivision Engineer. The developer or adjacent owner may vary lot lines up to 10 feet maximum without any approval of the other lot owners.

14. All residential structural will be connected to an approved water system and have an approved septic system.

15. All owners will consult with the developer or the appropriate governmental agency's road division before installation of any driveway, culverts, headwalls or other structure within the dedicated roadway, and such placement construction shall be in accordance with the rules and regulations of said governmental body. No curb shall be cut down for a driveway, nor shall the driveway extend over or past the curb except with the approval of the appropriate governmental agency road division.

16. The developer of this subdivision or its assigns or the Architectural Control Committee reserves the right to enter upon any lot for any purpose of cutting grass and cleaning such lot as is reasonably required and shall charge the expense thereof to the respective owner, which expense shall become a lien upon the lot when the work has been completed.

17. No fence or fences other than ornamental or decorative shall be constructed closer to any street than the rear line of the main dwelling. No fences other than ornamental or decorative will be allowed to infringe upon any utility easement. All decorative or ornamental fences will not be offensive or cause any safety hazards to the community.

18. All electrical service from the main service in the subdivision, all cable television, telephones and other wired services to each residence must be underground and in compliance with the utility district's requirements for underground service.

19. Any structure which is preassembled or already constructed and which a lot owner desires to move onto a lot covered by these restrictions must receive the prior unanimous approval of the Architectural Control Committee, which approval may be withheld on the subjective grounds that the structure does not conform to the character and general atmosphere of the subdivision, even though said structure may meet all minimum square footage and other requirements.

20. A. No building shall be constructed or maintained on any lot (I) in any reserved drainage utility or landscaped easement area; or (ii) closer to the street than the setback line as shown on the recorded plat; PROVIDED, HOWEVER, unclosed porches, either covered or uncovered, bay windows, steps or terraces shall be permitted to extend across the setback lines; PROVIDED, FURTHER, HOWEVER, that the main structure does not violate the setback line.

B. Once construction has commences, it shall proceed diligently. Owner is responsible for maintaining a neat and orderly construction site.

21. Lots 48 and 32 at the entrance to the subdivision shall be further restricted for the purpose of constructing and maintaining any necessary subdivision entrance sign, and there shall be reserved in the deeds thereto, an easement for the specific purpose of constructing and maintaining such subdivision entrance sign or signs.

22. The right of enforcement of each of these Restrictive Covenants is severally vested in the owners of each of the lots in Holly Meadows and the developer or his assigns. Any owner of any lot shall have the right at any time to compete compliance with said Restrictive Covenants, or to present the violation of them by proper institution of an action at law or in equity for injunctive relief.

23. Should any provision of this document be declared void or inoperative by any court of competent jurisdiction, or should more strict provision apply by any City or County Ordinance, the remaining provisions shall continue in full force and effect.

24. These Covenants and Restrictions set forth herein run with the land and shall be binding upon all parties hereto, their heirs, representative, successors, or assigns, and their successors in title or interest, for a period of thirty (30) years from the date of recording, after which time said Covenants shall automatically extended for one successive period of ten (10) years, unless an instrument signed by the then owners. These covenants may be amended at any time by an instrument signed by the then owners representing 75% of the lots. Said instrument shall be recorded to be valid.

25. All construction in Holly Meadows shall be performed by a licensed contractor.

26. The property within this subdivision is hereby declared to be a wildlife sanctuary and any hunting is hereby prohibited.

27. No satellite television dish will be allowed except where type, size, screening and location have been approved by the Architectural Committee.

28. No above ground swimming pool will be allowed without the approval of the Architectural Committee.

29. No guns, firearms, or weapons of any kind, including, but not limited to B.B. guns, pellet guns, sling shots and bows and arrows or other weapons shall be discharged anywhere in the subdivision.

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30. HOMEOWNER'S ASSOCIATION: All individual lot owners in the subdivision shall comprise a homeowner's association as set forth below:

(a) At the initial closing of each lot to a homeowner, with exception of the licensed home builder, and on January 15th of each year thereafter, each purchaser shall pay the developer or his assigns, the sum of \$100.00 to be held in escrow by the developer or his assigns. The moneys shall be used for the betterment and maintenance of the subdivision. At such time as Holly Meadows Subdivision Homeowner's Association shall be organized and a Board of Directors duly elected and qualified, the moneys collected hereunder and remaining on deposit with the developer or his assigns, shall be transferred to the association and there shall be no further sum's due to the developer. The moneys transferred and all other moneys from annual dues and assessments shall be for the betterment and maintenance of the subdivision which shall be exclusively the responsibility of the association.

(b) Upon the sale of 75% of the lots subject to these restrictions, all Owners including Declairant, shall organize Holly Meadows Homeowner's Association, to be chartered as a corporation not for profit, in accordance with the laws of the State of South Carolina and be responsible for the maintenance of any amenities. Every person who is a recorded Owner of a fee or undivided fee interest in any lot which is subject to these covenants shall be a member of the association. There shall be only one class of membership and such members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all persons shall be members. The vote for such lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any lot, and further, no fractional vote shall be cast with respect to any lot.

(c) Upon the charter of the Home Owners Association, the developer shall convey to said association the storm water detention pond and any other common area of subdivision if applicable. It shall then be the responsibility of the Home Owners Association to maintain said common area, including but not limited to grass cutting, security and public liability insurance coverage.

(d) The affairs of the Association shall be controlled by a Board of Directors, duly elected by the members.

(e) The Homeowner's Association shall be entitled to collect dues, on an annual basis, assessed against each lot owned by a homeowner in an amount to be determined by the Board of Directors. These dues shall be administered by the Officers of the Association and used for the maintenance and betterment of the subdivision and payment of necessary expense for the operation of the Homeowner's Association, if any.

(f) In the event of Homeowner's Association's Board of Directors and Officers shall deem it necessary to expand any sum of money for the maintenance and upkeep of any approved or unimproved lot, or other expense, the Board of Directors shall be empowered to levy a special assessment applicable to that lot, but only in an amount equal to any sum or sums which had to be expended for that purpose. Any such special assessment, or annual dues payment, which are not paid within thirty (30) days after the due date, shall bear interest from the date of delinquency at the maximum rate of interest which is allowed to be charged in accordance with the usury laws of South Carolina for such accounts, and the Association shall have the right to record notice of such assessment on the public records as a lien against such lot.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 22nd day of July 1997.

WITNESS:

L and H Partnership DECLAIRANT

/s/ Sally A Bennett

/s/ Buddy J. Lynn

/s/ Beverly Burrell

/s/ Buddy Hendrix

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

PROBATE

personally appeared the undersigned witness who made oath that (s)he the within named duly authorized declaration signed, seal and as their act and deed deliver the within covenants, Conditions and Restrictions, and the (s) he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

22 day of July, 1997

/s/ Sally A. Bennett
Notary Public for South Carolina
My Commission Expires _____

/s/ Beverly Burrell

[CONFORMED COPY]