

ARTICLE II

REAL PROPERTY SUBJECT TO THIS DECLARATION

2.1 Numbered Lot Area. Numbered Lots may not be re-subdivided. However, a Numbered Lot may be re-subdivided for the purposes of annexation of the same to a contiguous Numbered Lot to be and become a part and parcel thereof. In the event that a Numbered Lot is next to a contiguous numbered tract, all easements for utilities and drainage hereinafter set forth shall apply only to any side and rear lot lines of the Numbered Lot after annexation of a contiguous Numbered Lot in whole or in part. Any purchaser of two (2) or more adjacent lots may erect a residential building or structure in the middle (or thereabouts) of said lots so long as the covenants, terms, restrictions, conditions, and limitations herein contained are otherwise complied with. The aforesaid is not intended to prevent the sale or exchange of a portion of any lot to correct an inadvertent encroachment or zoning violation on an adjacent lot.

2.2 Usage. Any Numbered Lot shall be used exclusively for a single-family residential/dwelling not to exceed two and one-half stories in height, an attached garage for private passenger automobiles, and appurtenant structures hereinafter permitted.

2.3 Conflict with Zoning Statutes/Ordinances. In the event of any conflict with the provisions hereof with any zoning ordinance or statute, or subdivision law or regulation applicable to the Real Property, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

2.4 Exclusion. Lot numbers 15 and 16 are excluded from the restrictions and covenants of Lauren Woods Subdivision and any future restrictions that may arise.

ARTICLE III

USES PERMITTED AND PROHIBITED

3.1 Residence Requirements: All residential structures located on any numbered lot shall meet the following requirements in addition to having the prior approval of the Architectural Committee:

3.1.1 Square Footage Requirements. All residences constructed on any Numbered Lot shall contain not less than 1,200 square feet of floor space, and all two-story and split level residences constructed on any Lot shall contain not less than 1,450 square feet of floor space. In calculating the square footage of a residence under the requirements of this paragraph, only the heated and air-conditioned space under roof shall be counted, with porches, basements, garages, carports and breezeways excluded from this calculation.

3.1.2 House Direction. All residential structures shall have their front entrance facing the front street lot line. Houses constructed on corner lots may face either street or face the intersection of both streets.

3.1.3 Storage Building. The Architectural Committee must approve storage building and other buildings incidental to the residential use of the lot. The garage may be detached and shall not exceed two (2) stories in height.

3.2 Temporary Buildings. No trailer, basement, tent, shack, garage, barn or similar other outbuilding erected upon any Numbered Lot shall at any time be used as

a residence, either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

3.3 Trailers, Boats and the Like. Any camping trailer, camping van, truck, equipment, boat, motorcycle, motor bicycle, and/or similar equipment or vehicles used for the personal enjoyment of a resident of a Numbered Lot shall at all times be parked, stored and positioned to be inconspicuous and not, in any case, visible from the road or adjacent homes. No tree houses, play houses, storage sheds, greenhouses, cabanas, guest houses, barns or other out-buildings or structures shall be erected on any Numbered Lot unless previously approved in writing as to design, location and materials by the Architectural Committee.

3.4 Nuisances. 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 subdivision.

3.5 Oil Tanks. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions and the law.

3.6 Trash, Rubbish, Hazardous Waste, Etc.

3.6.1 No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste material shall not be kept on any lot except in sanitary containers. All garbage cans and other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and shall not be kept or maintained so as not to be visible from the streets.

3.6.2 Only one trash collection service shall provide trash collection for the entire subdivision. This should result in a reduced fee for individual lot owners for trash collection and standardize the dates of trash pickup as well as the trash collection containers to be used. Developer shall determine the trash collection service to be used. However, at such time as 90% of the subdivision lots are sold, annually thereafter, the Owners shall secure a trash collection service that will provide the service at a rate as determined most advantageous to the Owners.

3.7 Business Prohibited. No structure at any time situate on the Real Property shall be used for any commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable or manufacturing purposes, or a professional office. No part of any structure shall be used for the purposes of renting a room or rooms therein.

3.8 Animals.

3.8.1 No dogs of the breed of Akita, Chow, Doberman, Pit Bull or Rottweiler shall be allowed in said subdivision. Dogs, cats or other household pets may be kept, provided they are not bred or maintained in such number or in such manner so that such shall constitute an annoyance or nuisance to the neighborhood or shall in any way be detrimental or injurious to the health of the neighborhood, the property of others or destructive to wildlife. No barking or vicious dog (or vicious animal of any kind) may be kept on the property.

3.8.2 No livestock, swine or poultry of any kind shall be raised, kept or bred upon any portion of said property except as follows: One horse or other large animal shall be permitted per acre of land. Provided, however, that any

large animals shall be kept and maintained solely upon the Owner's property and not allowed to wander onto the property of a neighbor.

3.8.3 Pet owners shall be liable for keeping pets under control at all times and will be liable for any damage caused by them to Owners, persons or property. Pets may be outside only if kept on a lease or on the property of the property owner.

3.9 Driveways. The total area of all driveways shall be paved or finished with plant mix concrete, asphalt or such other materials as may be approved in writing by the Architectural Committee.

3.10 Utility Yards. Garbage, trash cans, clothes lines or drying apparatus and similar items must be located inconspicuously to the rear of the main residence in such manner as may be approved in writing by the Architectural Committee in order that the same will not be visible from a street or adjacent residences.

3.11 Exterior Lighting. Exterior lights shall be mounted on telephone poles or similar stands or the Architectural Committee shall approve lights in writing in advance.

3.12 Signs. No billboards or advertising signs of any kind shall be erected or displayed on the Real Property, except signs for the sale of a property of a design in keeping with the character of the neighborhood and of a size not more than four square feet in area.

3.13 Fences and Walls. No fence or walls shall be placed on any Numbered Lot unless the same shall have the advance written approval by the Architectural Committee as to location, design, height and materials. No fence shall be erected or maintained on any lot nearer to the street than the rear wall of the house on each side where the fence is erected. Any fence erected on any lot shall have the fence posts or frames or framing structures portion of the fence on the side of the fence facing the fence owner's property. All fencing must be completed on both sides and the rear of the property.

3.13 A. Mailboxes. All mailboxes and street numbers must be approved by homeowners association.

3.14 Construction Delays. The construction of any residence or structure once commenced must be fully completed within eighteen months thereof unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which shall be removed by the Owner or the Developer at the expense of the Numbered Lot owner, the cost of which shall be payable on demand.

3.15 Utility Wires. All utility wires for electricity, telephone, or other utilities shall be located underground.

3.16 No Concrete Block. No concrete blocks shall be used in the construction of any building or structure on any Numbered Lot which may be visible from the exterior after grading has been completed, provided, however, that nothing contained herein shall prohibit the construction of any residence with concrete block which are fully covered by stucco or a similar material or materials.

3.17 Drainage. Each Owner shall keep natural swales located on a Numbered Lot maintained with grass, ground covers or natural mulch, free, unobstructed and graded in a good state of repair and condition and shall provide for the installation of such culverts on his property as may be reasonably required for proper drainage in order to preserve the present natural drainage system of the Real Property.

3.18 Rubbish Removal. The Owner of a Numbered Lot, improved or unimproved, shall keep the same free of any trash and rubbish, maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health and in an attractive natural condition.

3.19 Pollution. No Numbered Lot shall be used in such a manner as would result in the pollution, discoloration or discharge of mud, debris or other undesirable materials, liquid or solid, in any stream, waterway, lake or pond which flows through or is near to such Numbered Lot.

3.20 No Mobile Homes, Trailer Homes, or Modular Homes. No mobile homes, trailer homes, double-wides or modular homes, tents or shacks shall be placed on any Numbered Lot either temporarily or permanently.

3.21 Vehicle Parking, Storage, Repairs.

3.20.1 No on-street or right-of-way parking shall be allowed at any time. No parking of vehicles shall be allowed on any lot except on designated concrete slabs. No parking shall be allowed on the grassy, dirt or graveled area on any right of way or any lot except on designated concrete slabs on the lot.

3.20.2 No commercial vehicle of any type shall be parked or stored on any lot or on any street or right-of-way in the subdivision except as used to go to and from work. The Architectural Committee must approve any vehicle larger than one ton.

3.20.3 No wrecked, damaged, disabled, partially dismantled, or inoperable, junked vehicle or parts thereof or other motor vehicles may be parked or stored on any lot. No automobile or other motor vehicle which does not have a properly displayed current tag or license plate may be parked or stored on any lot. No automobile maintenance or repairs of any type may be made on any lot or in the street in the subdivision except that "minor" repairs or service may be made in the garage or carport.

3.21 Radio Transmitters, Satellite Dishes & Antennas Restricted. No ham radios, short wave radios, other type radio or TV transmission or other electronic devices which emit or transmit electronic signals, including satellite transmission will be permitted on any lot unless such transmission equipment is used totally for personal non-commercial reasons and is properly shielded to prevent interference with incoming TV, satellite, cable and radio signals. Any personal computers which interfere with incoming TV and radio signals will not be permitted on any lot. No transmitting or receiving antennas of any type, including, but not limited to satellite dishes, may be erected or maintained on any lot at any time, without the EXPRESS WRITTEN consent of the Architectural Committee which Committee may place such conditions as it deems appropriate on such approval or consent such as requiring the antennas to be placed in the attic of the house. In the event such consent is given, it may be revoked or withdrawn at any time at the discretion of the Architectural Committee. IN NO EVENT shall any such antenna or satellite dish be visible from the street.

ARTICLE IV

APPROVAL OF PLANS AND SPECIFICATIONS

4.1 Architectural Committee. For the purposes of insuring the development of the Real Property for the aforesaid purposes, no building structure, fence, wall, barn, outbuilding, utility area, driveway, swimming pool, communications, radio or television apparatus or device or other structural improvement, regardless of size or purpose whether attached to or detached from a main residence, shall be commenced, placed, erected or allowed to remain on any Numbered Lots, unless building plans and specifications showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Numbered Lot (together with such other information shall be reasonably required by the Architectural Committee, including a written application for approval) shall have been submitted and a permit granted in writing by the Architectural Committee hereinafter established. The Architectural Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these Covenants.

4.2 Committee Members. The initial Architectural Committee shall be composed of two or more persons designated in writing by the Developer of the subdivision. In the event of the failure or inability for any reason of a Member to act, or any resignation from the Architectural Committee, the vacancy created shall be filled either permanently or temporarily, by the Developer. After all Lots in the Real Property have been sold by the Developer to third parties, the property owners shall select and fill the membership of the Architectural Committee which shall act pursuant to the powers and authorities herein conferred upon it.

4.3 Guidelines. The Architectural Committee may, from time to time, establish guidelines and policies for specific design criteria from time to time as needed to insure the architectural integrity of the subdivision.

4.4 General Requirements. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the lands within the subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, siting, height, topography, grade, and finished ground elevation. The Architectural Committee shall protect the seclusion of each home site from other home sites insofar as possible.

4.5 Variance. Where circumstances, such as topography, location of property lines, location of trees and brush, or other matters require, the Architectural Committee may grant reasonable variances in writing as to any of the covenants contained in this instrument.

4.6 Failure to Approve or Disapprove. In the event that the Architectural Committee fails to approve or disapprove any matters within the scope of its authority within thirty days after a written application for a permit shall have been submitted to it, or in any event, if no suit to enjoin such matter or thing has commenced prior to completion or doing of such matter or thing, such prior approval shall not be required and this Covenant shall be deemed to have been fully complied with, and no suit or claim shall thereafter be available to the Architectural Committee or to the owner of any Real Property or Numbered Lot.

4.7 Application Time. Written applications for a written approval permit as required herein shall be made to the Architectural Committee which shall be the time for the running of said thirty days from the date of submission.

4.8 Waivers. The Architectural Committee constituted under the terms of this Article is hereby authorized to waive Compliance with, approve or ratify in the construction or alteration of any building or other structure upon any Numbered Lot, or in the use, and failure to use, any of the Real Property the subject hereof, any and all non-substantial violations of any of the requirements set forth in these Covenants, if, in the opinion of the Architectural Committee, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved, and if in the opinion of the Architectural Committee such violation or violations will cause no substantial injury to any Owner. The waiver, approval or ratification by the Architectural Committee in accordance with the terms of this Paragraph shall be binding upon all persons, and the power of waiver herein conferred upon the Architectural Committee shall be construed liberally so as to affect any matters or things included within the terms and conditions of these Covenants.

4.9 Permits. The approval, waiver or ratification of any action within the jurisdiction of the Architectural Committee shall be evidenced by the issuance of a written permit to the applicant, executed by the Architectural Committee. No construction or alteration shall be carried on until and unless such written permit is obtained, unless waived by the expiration of the thirty (30) day period above provided.

4.10 Compliance with Plans. All buildings or other structures, the approval of plans for which are required under the terms of this Article by the Architectural Committee, shall be constructed in substantial compliance with such plans and specifications as approved and any conditions attached to any such approval.

4.11 Liability. No member of the Architectural Committee shall be liable in any way for any defects in any plans or specifications approved by the Architectural Committee, nor for any structural defects in any work done according to such Plans and specifications approved by the Architectural Committee. Furthermore, no member of the Architectural Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

ARTICLE V

SETBACKS, LOCATION AND EASEMENTS

5.1 Setback Lines. All buildings and improvements shall be located to the front lot line and to any side or rear lot lines as reserved on the recorded Plat, but in no event shall any buildings and improvements be located closer than Fifteen (15) feet from all Lot lines and as shown on the Plat.

5.2 Lot Line Easements. Easements for the installation and maintenance of drainage and utilities are shown as reserved on the recorded Plat, but in the event any one or more Lots are combined as a whole for the purposes of the placement thereon of one residence, the interior drainage and utility easements reserve on said combined Lots shall no longer apply, but only exterior side and rear Lot line easements on the combined Lots.

5.3 Conservation Easement. There is hereby created a Conservation Easement in all of the Open Space as shown on the recorded Plat, at Book # ___ and Page # ___ in the Greenville County Register of Deeds. Said easement is perpetual and is intended to

be dedicated to the use and enjoyment of the Homeowners Association. The purpose of the easement is as follows:

- 5.3.1 To retain and protect the natural, scenic, or open-space aspects of real property;
- 5.3.2 Ensure the availability of real property for forest, recreational, educational, or open-space use;
- 5.3.3 The protection of natural resources;
- 5.3.4 The maintenance and enhancement of the air or water quality of the subdivision; and
- 5.3.5 The open space area may not be further subdivided.

ARTICLE VI

HOMEOWNERS ASSOCIATION

6.1 Creation of Homeowners Association. There shall be created the Lauren Woods Homeowners Association ("Home Owners Association" or "Association"). The function, purpose and duties of the Association shall be the maintenance of the common property to be dedicated to the Association, including, but not limited to, the Conservation Easement.

6.2 The Developer shall establish the Association and shall maintain its books and records and collect and assess such fees as in the Developer's sole opinion are necessary for the maintenance of the Association and such property as the Association owns. At such time as 90% of the lots on the subdivision are sold, or at a sooner time as determined by Developer, Developer shall transfer the Association to the Owners.

ARTICLE VII

AMENDMENTS AND MODIFICATIONS TO COVENANTS

7.1 Reservation. A two-thirds majority of the Owners reserve and shall have the right to amend these Declaration of Conditions, Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standard of the covenants and restrictions herein contained.

7.2 Additional Covenants. No owner of any Numbered Lot, without the prior written approval of all other Owners, may impose additional covenants or restrictions on any part of the Real Property.

7.3 Additional Sections. Developer reserves the right to impose these covenants upon additional sections of LAUREN WOODS SUBDIVISION that may be annexed thereto, including common areas and improvements, in which event the Architectural Committee provisions hereof shall be and become applicable to this section and all future sections of the subdivision annexed hereto.

7.4 Maintenance of Open Space. There is an obligation to maintain the Open Space. Mature trees within the Open Space area may not be cut without proper

authorization of the Board. Normal maintenance and removal of dead or fallen trees is permitted and recommended.

ARTICLE VIII

TERM AND ENFORCEABILITY

8.1 Enforcement. If Owners, their heirs and assigns, or any person owning any Real Property subject to the within covenants, shall violate or attempt to violate any of the covenants herein it shall be lawful for any person owning any Real Property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from doing so or to recover damages and other dues for such violation, including, but not limited to, reasonable attorney fees and costs. Invalidation of any one or more of these covenants by a judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

8.2 Loan Requirements. If any of these covenants shall be found to be contrary to the recommendations or policies of any recognized institution, agency, public or private, granting or insuring loans, and shall render any Numbered Lot unacceptable for any such loan, a two-thirds majority of the Owners shall have the authority to alter, amend or annul any such Covenants as may be necessary to make any of the Real Property herein acceptable and eligible for such loan.

8.3 Term of Covenants. These covenants and restrictions, as altered, annulled and amended from time to time as provided for herein, unless released or waived as herein provided, shall be deemed covenants running with the land and shall remain in full force and effect until the first day of January, A. D., 2023, and thereafter, these Covenants shall be automatically extended for successive periods of Twenty (20) years each unless, within six months prior to January 1, 2023 or within six months preceding the end of any successive Twenty (20) year period, as the case may be, a written agreement is executed by a majority of the then owners of the Real Property, in which written agreement, any of the Covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the Real Property then subject hereto in the manner and to the extent provided in such written agreement.

8.4 Amendment. This Declaration may not be amended during the initial Twenty (20) year period except by an instrument signed by the owners of not less than ninety percent (90%) of the lots.

ARTICLE IX

MISCELLANEOUS

9.1 Paragraph Headings. All Paragraph Headings appearing under each numbered Article or to the left of each numbered paragraph of each Article have been inserted in these Covenants for ease of reference only and are not to be construed as a part thereof.

9.2 Successors. The terms and conditions contained in this Declaration of Covenants and Restrictions shall be binding upon the Owner and all future owners of the Real Property and any Numbered Lot or Lots, their heirs, assigns, successors, executors and administrators.

9.3 Non-Waiver. Failure by the Architectural Committee or any owner of any Numbered tract in the Property to enforce any covenant or restriction contained herein shall not be construed of a waiver of the right to do so thereafter.

9.4 Severability. Every one of the restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions

IN WITNESS WHEREOF David L. Shaw, Developer, has hereunto set its hand and seal this 25th day of June, 2003.

WITNESSES

Stephan Kelly
Baala Watts

David L. Shaw
David L. Shaw

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PROBATE

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

SWORN to before me this 25 day of June, 2003.

Heath M. Kolbyer
(SEAL)
NOTARY PUBLIC FOR SC
MY COMMISSION EXPIRES:

Heath M. Kolbyer Baala Watts