

STATE OF SOUTH CAROLINA) FILED
) RESTRICTIVE COVENANTS, SC
) FOR
COUNTY OF GREENVILLE) WESTVIEW, PHASE I, A 10 36

JUDY G. HIX
REGISTER OF DEEDS

WHEREAS, the undersigned are the Owners and Developers of all that real estate subdivision in Greenville County, South Carolina, known as WESTVIEW, PHASE I, and shown on plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book 45-R, at Pages 27 and 28; and

WHEREAS, said Owners and Developers are developing said real estate as a single family residential subdivision and wish to impose thereon a general, uniform scheme of development; and

NOW, THEREFORE, for the protection of the homeowners of all lots in the subdivision known as WESTVIEW, PHASE I, the Restrictive Covenants shall read as follows:

I.

1. All lots shall be used exclusively for single family residential dwellings.
2. No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon any 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. No house trailer, inoperable or unlicensed cars or trucks shall be placed on any lot, either temporarily or permanently. No boats, camping trailers, motor home or recreational vehicle shall be placed on any lot unless such is stored within a garage or behind the residence so as not to be visible from the front of the residence. No school buses or commercial vehicles shall be parked overnight upon the roads of this development or on any lot therein.
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 in the neighborhood. No number lot, or any part thereof, shall be used for any business or commercial purpose or for any public purpose.

5. All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions, and applicable governmental regulations.

6. No animals shall be kept, maintained or quartered on any lot except that cats, dogs, and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. All pets shall be properly leashed, caged and/or fenced at all times.

7. No television satellite antenna discs over eighteen (18") inches shall be allowed on any lot, and all satellite antenna discs must be placed at the rear of any residence and shall not be visible from the street.

8. No fencing of any type shall be allowed or erected that extends past the frontal line of any residence.

II.

SETBACK, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

1. No building shall be erected on any lot nearer to the front line than the building setback line as shown on the recorded plat, and any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots may face either street or the intersection line. No residence shall be nearer to any side lot line than a distance equal to ten (10%) percent of the width of the lot measured at the building setback line.

2. No detached garage or other outbuilding shall be nearer than seventy-five (75) feet from the front lot line nor nearer than five (5) feet from any side line or ten (10) feet from any rear lot line.

3. No lot shall be recut except nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one or more lots as a single residential unit.

4. Minimum Heated Floor Space:

(A) The minimum heated floor space within residential dwellings shall be as follows and shall apply to Lots Nos. 1 through 26, Lots Nos. 28 through 31, Lots Nos. 34 through 88 and Lot No. 97:

(1) A 1,300 square foot minimum for a one story dwelling

(2) A 1,500 square foot minimum for a two-story house or multi-level dwelling.

V.

MISCELLANEOUS

1. No signs other than Rosewood Meadows entrance signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high.

2. Nothing herein contained shall be construed to prevent the developers, or their successors or assigns, from maintaining temporary sales offices and storage on any lot while subdivision is in the process of being developed and/or residences being constructed therein. Such temporary sales office need not comply with the restrictions contained herein regarding floor size or type of constructions.

3. The covenants herein contained are to run with the land and shall be binding on all persons claims under them for a period of 25 years from the date these presents are recorded, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or part.

4. All refuse and garbage containers must be stored at the side or rear of each residence and placed at the curb only on the morning of the designated day of pickup and removed from the curb the evening of the day of pickup. Each lot shall have an operating lamp post located ten (10) feet from street, and which shall operate on a photo cell, to be on during night and off during day.

VI.

PROPERTY OWNERS ASSOCIATION

1. The Developer reserves the right to cause a Homeowner's Association to be organized consisting of all individuals owning the number lots as aforesaid within the subdivision. There shall be one (1) vote for each lot whether owned by one or more persons or entities; individually, jointly or as tenants in common. The Association may be formed after approximately one-half of all lots have homes occupied by residential purchases. Once formed, the Association shall be responsible for all common lighting, water sprinkler service for the entrance and road frontage areas and such other items as the Association shall determine.

2. All lots shall be subject to an annual maintenance charge or assessment to defray the costs of the Association in carrying out its purposes; provided, however, that all lots owned by the Developers and Owners shall be exempt from such maintenance charge or assessment so long as such lots continue to be owned by the Developers and Owners. The assessment against each lot shall become due and payable on January 1st next following the formation of the Association and thereafter shall be due and payable in advance on each and every succeeding January 1st.

3. The amount of assessment shall be determined on an annual basis, after formation of the Association, by majority vote of the owners attending the annual meeting of the Association.

4. The assessments shall be payable to the Association and the amounts so paid shall be administered by the officers of the Association and may be used for the functions hereinafter set out, and it is expressly stipulated that the Association shall be empowered to perform any and all of said functions but that it is under no duty to perform or discontinue to perform said functions at any time.

(a) For the payment of the necessary expenses for the operation of the Association.

(b) For cleaning, maintaining and improving the streets, easements and rights-of-way.

(c) For caring for vacant and untended land, if any, within the aforementioned number lots in the subdivision, removing grass and weeds therefrom, and doing any other thing necessary or desirable in the opinion of the officers of the Association to keep such property neat and in good order for the general benefit of the owners.

(d) For any expenses incident to the enforcement of these protective covenants.

(e) For such other purposes as in the opinion of the officers of the Association may be necessary for the general benefit of the owners.

5. The Association shall have the right to suspend the voting rights of a resident for any period during which any assessment against his property remains unpaid, and for a period not to exceed sixty (60) day for any infraction or its published rules and regulations. In the event of non-payment of any assessment as set forth herein, the Association may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien again the property in the same manner that a real estate mortgage is foreclosed, and interest, costs and attorney's fees shall be

FROM : LAW OFFICES AIKEN BARNES

PHONE NO. : 8642426670

Aug. 22 2002 03:06PM PS

BOOK 2003 PAGE 831

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Randy H. Hanson by his Attorney-in-Fact sign, seal and in his act and deed, deliver the within written Restrictive Covenants, and that (s)he with the other witnesses subscribed above, witness the execution thereof.

Jacob B. Carson

SWORN to before me this 14th
day of July, 2002.

Judy A. Hill
Notary Public for South Carolina
My commission expires: 11-2-2002

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.C. OFFICE 07 25 02 10:33 AM
07 25 02 RECORDED IN DEED
BOOK 2003 PAGE 0834 THRU 0831
DOC # 2002086632

Judy A. Hill

STATE OF SOUTH CAROLINA) AMENDMENT TO RESTRICTIVE
COUNTY OF GREENVILLE) COVENANTS FOR WESTVIEW PHASE I 3:52

WHEREAS, the undersigned are the Owner and Developer of all the real estate subdivision in Greenville County, South Carolina, known as WESTVIEW, PHASE I, and shown on plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book 45-R at Pages 27 and 27, and

WHEREAS, the Owner and Developer entered into certain Restrictive Covenants for Westview Phase I, dated July 19th, 2002, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 2003, at Page 824, and

WHEREAS, the Owner and Developer are the only present owners of all the lots in said subdivision, and

WHEREAS, the Owner and Developer wish to amend said restrictive covenants,

NOW, THEREFORE, for the protection of the homeowners of all lots in the subdivision known as WESTVIEW, PHASE I, the Restrictive Covenants shall be amended to read as follows:

No above ground pools of any type shall be allowed to be erected in WESTVIEW, PHASE I, Greenville County, South Carolina.

The Owner and Developer reserve and shall have the right to amend the Restrictive Covenants for WESTVIEW, PHASE I for the purpose of resolving any ambiguity in or any inconsistency between the provisions contained herein, and to make any additional

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covenants, restrictions, and easements applicable to the subdivision which do not substantially alter or change the standards of the covenants, conditions, restrictions and easements set forth in the Restrictive Covenants for Westview, Phase II, dated July 19th, 2002, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 2003, at Page 824;

The remaining Restrictive Covenants for Westview, Phase I, dated July 19th, 2002, and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 2003, at Page 824, not amended by the foregoing shall remain in full force and effect.

IN WITNESS WHEREOF, the said Owner has hereunto set his hand and seal hereto, and the Developer by its authorized officer has hereunto set its official seal at Greenville, South Carolina this 15th day of October, 2002.

IN THE PRESENCE OF:

SK BUILDERS, INC.

James B. Tucker

By: [Signature]
President
Developer/Owner

[Signature]

[Signature]
Randy Hanson, by his
Attorney-in-Fact
Owner

* * * * *

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named SK Builders, Inc., by its duly authorized officer, sign, seal and as its act and deed, deliver the within AMENDMENT OF RESTRICTIVE CONVENANTS FOR WESTVIEW, PHASE I, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Julius B. Aiken

SWORN to before me this 13th day of October, 2002.

Julius B. Aiken (L.S.)
Notary Public for South Carolina
My commission expires: 11-2-2002

* * * * *

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Randy Hanson, by his Attorney-in-Fact, sign, seal and as his act and deed, deliver the within AMENDMENT OF RESTRICTIVE CONVENANTS FOR WESTVIEW, PHASE I, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Julius B. Aiken

SWORN to before me this 15th day of October, 2002.

Julius B. Aiken (L.S.)
Notary Public for South Carolina
My commission expires: 11-2-2002

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:32 PM
10 16 02 RECORDED IN DEED
BOOK 2012 PAGE 1979 THRU 1981
DOC # 2002097174
Julius B. Aiken



2006017610 AMEND/REST
 3 PGS
 Book:DE 2191 Page:599-601

February 24, 2006 12:36:18
 Rec:\$10.00 Cnty Tax:\$0.00 State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA) AMENDMENT TO THE
)
) RESTRICTIVE COVENANTS
 COUNTY OF GREENVILLE) FOR WESTVIEW

THIS Amendment to the Restrictive Covenants for Westview is made this 24 day of February, 2006 (the "Amendment"), by the Westview Property Owners' Association, Inc. (the "Association").

WHEREAS, the Restrictive Covenants for Westview, Phase I dated July 19, 2002 and recorded in the Greenville County Register of Deeds Office on July 25, 2002 in Book 2003 at Page 824 (the "Declaration") encumbers the property known as Westview Phase I, as more fully described in Exhibit A to the Declaration; and

WHEREAS, Article V, Section 3 of the Declaration allows for amendments to the Declaration upon a majority vote of the Members; and

WHEREAS, at the Annual Meeting of the Association held on November 5, 2005, a majority of the Members of the Association voted to amend the Declaration as set forth in this Amendment

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Article I, Section 2 shall be amended to add the following at the end of the paragraph:**

Violations will be addressed in writing with thirty (30) days notice to correct and comply.

2. **Article I, Section 3 shall be amended to delete the second sentence and replace it with the following:**

No boats, camping trailers, motor home or recreational vehicle shall be placed on any lot unless it is stored within a garage.

3. **Article I, Section 3 shall be amended to add the following at the end of the paragraph:**

Regular and frequent parking in the street is prohibited.

4. **Article I, Section 6 shall be amended to delete the last sentence and replace it with the following:**

All pets shall be properly leashed, caged and/or fenced at all times.

5. **Article I, Section 7 shall be amended to add the following at the end of the paragraph:**

Exceptions can be made for homes with limited visibility due to tree cover with approval from the Architectural Committee.

6. **Article III, Section 1 shall be amended to delete the entire section and replace it with the following:**

The Architectural Committee shall be composed of one member of the Board and two residents in good standing.

7. **Article V, Section 1 shall be amended to replace "Rosewood Meadows" with "Westview."**

8. **Article VI, Section 2 shall be amended to delete the first sentence and replace it with the following:**

All lots shall be subject to an annual maintenance charge or assessment to defray the costs of the Association in carrying out its purposes.

9. **Article VI, Section 2 shall be amended to add the following at the end of the paragraph:**

A thirty-day grace period will be allowed before late fees are assessed.

10. **Article VII, Section 3 shall be added to the Declaration as follows:**

Article VII, Section 3: If any party or any party of the party's heirs or assigns shall violate any of the covenants or restrictions herein, it shall be lawful for the Association to impose fines of \$10.00 for first offenses, \$20.00 for second offenses, and \$30.00 for continued offenses. The construction of a fence or any improvement upon the lot will incur a fine of \$100.00. Failure by the Association to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

If any term or condition of this Amendment conflicts with the terms or conditions of the Declaration, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Declaration shall remain in full force and effect.

Any capitalized terms not defined herein shall have the meaning set out in the Declaration.

