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DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND EASEMENTS
FOR GREYWOOD AT HAMMETT SUBDIVISION

These restrictive and protective covenants and easements, made on the date hereinafter set forth, by GREYWOOD AT HAMMETT, LLC, a South Carolina Limited Liability Company, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property, hereinafter referred to as the "Subdivision" or "Greywood at Hammett", in Greenville County, South Carolina, which is more particularly described on plat entitled "Greywood at Hammett, Phase 1" dated July 11, 2007, revised September 21, 2007, prepared by Freeland & Associates, Inc., and recorded in the Office of the Register of Deeds Greenville County, South Carolina, on September 21, 2007 in Plat Book 1050, at Page 61, hereinafter referred to as the "Plat" and,

WHEREAS, the Declarant intends to develop the described property, pursuant to this Declaration, into a residential community to be known as "Greywood at Hammett", and,

WHEREAS, the Declarant intends to convey the lots in the Subdivision subject to a uniform system of restrictions, covenants, and conditions as hereinafter set forth and referred to as the "Declaration";

WHEREAS, Declarant intends to and reserves the right to add additional property to the Subdivision without the consent or approval of any owner of a lot within the Subdivision; and

WHEREAS, Declarant intends to organize the GREYWOOD AT HAMMETT HOMEOWNERS ASSOCIATION, INC., a South Carolina nonprofit corporation, hereinafter referred to as the "Homeowner's Association" or the "Association", with the owners of the Lots within the Subdivision being "Members" of the Homeowner's Association; and

WHEREAS, Declarant intends to convey to the Homeowner's Association certain properties as depicted on the Plat as "Common Areas" or "Private Roads" for maintenance, repair and replacement and the use and enjoyment of the Members, their guests and invitees;

NOW, THEREFORE, Declarant hereby declares that all the property in the Subdivision shall be held, sold, and conveyed, subject to the following covenants, easement, conditions and

restrictions, all of which are imposed for the purpose of enhancing, promoting, and protecting the value, desirability, and attractiveness of both the property shown on the Plat and that which may be added and annexed hereunder subsequent to the date hereof. These Declaration shall run with the title to the property and shall be binding on all parties having or acquiring any right, title, or interest in the property or any part thereof and shall inure to the benefit of each owner thereof, their respective heirs, successors and assigns, and which shall inure to the benefit of the Homeowner's Association.

These Declaration herein imposed shall be binding on all persons claiming under them until August 31, 2027, at which time said Declaration shall be automatically extended for successive periods often (10) years each, unless by vote of the super-majority of the then-owners of the numbered Lots in the Subdivision, it is agreed to change the Declaration in whole or in part.

The easements herein described shall remain in effect in perpetuity, except when properly terminated, as specified herein, by the Homeowner's Association.

1. USES PERMITTED AND PROHIBITED

1. Each numbered Lot in the Subdivision shall be used solely for residential purposes. All houses constructed upon each numbered Lot shall be used exclusively for single family residential dwellings, hereinafter referred to as a "House", provided, however, the Declarant reserves the right to use any Lot owned by Declarant for a road for access to and from other property which it may add to the Subdivision.
2. All residences constructed within the Subdivision shall be site-built according to the plans and specifications approved by the Architectural Committee on permanent foundations. No trailer, motor home, basement, tent, shed, shack, garage, barn, or outbuilding shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be erected without prior written approval of the Architectural Committee to be granted or withheld in its sole discretion. No tree houses shall be erected on any Lot.
3. No house trailer, mobile home, prefabricated home or manufactured home shall be placed on any Lot or anywhere in the Subdivision, either temporarily or permanently, except by Declarant in conjunction with the development of the Subdivision and the sale of Lots therein. Any motor home, camper, camping trailer, boat, boat trailer, utility trailer and/or similar equipment must be stored in an enclosed garage and may not be used for any temporary or permanent residence. No commercial vehicles shall be parked or stored overnight in the Subdivision, except those commercial vehicles utilized in the development of the Subdivision.
4. No noxious or offensive activity shall be carried on anywhere on the property subject to these Declaration, nor shall anything be done thereon which may be or become a nuisance or menace to the Subdivision.

5. No part of any of the property shall be used for any business or commercial purpose, except that the Declarant may utilize the property to conduct the business of the development of the Subdivision. Business activities in a House which delivers products or services for a fee on site are prohibited, as is any business activity which utilizes more than twenty-five (25%) percent of the heated or unheated space in the home.
6. No animals shall be kept, maintained, or quartered on any Lots, except that domesticated cats, dogs, fish, and caged birds may be kept in reasonable number as pets for the pleasure of the occupants. All pets shall be kept under control of the Members owning the pet, and Members shall not allow any of their pets to disturb neighbors either by noise or physical presence. Each Member is responsible for property damage or personal injury caused by their pets.
7. Any and every container used to store garbage, refuse, trash, yard clippings, debris, and recyclable materials, until collected by private or public waste disposal service(s), shall be stored on each Lot so that it shall be out of sight from all streets and neighbors. Such containers shall be kept clean and free from offensive odors. All collection of such garbage and trash shall be made weekly.
8. All heating oil or other storage tanks shall be buried underground consistent with normal safety precautions. Any dumping, leakage, or spillage will be the responsibility of the Member owning the storage tank to clean up and to indemnify Homeowner's Association, other Members, other property owners and Declarant of all liability, expenses (including reasonable attorney's fees and costs), and/or causes of action resulting from such leakage or spillage. No propane gas, liquid petroleum gas, or compressed natural gas tank larger than twenty (20) pounds capacity shall be allowed in the Subdivision and no such tank shall be visible from the street.
9. Members are 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 Members 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. Vegetable gardens, compost piles, clotheslines, sandboxes, and children's play equipment shall be located only in the rear yard of any Lot. No clotheslines shall be allowed in view of any neighboring Lot or street. All yards must be maintained in a professional manner. The maintenance should occur on a regular basis and in such frequency as is sufficient to meet the conditions of the growing season.
10. No parking shall be allowed on the Private Roads in excess of six (6) hours and then only on an occasional basis for the purpose of a special event.
11. No motorized recreational or sport vehicle, such as motorcycles, motorbikes, mini-bikes, go-carts, or other similar vehicles shall be operated on any Lot or Common

Area or Private Road. However, this does not prevent the use of a properly licensed vehicle from using paved streets for normal transportation purposes. No motorized vehicles or device of any kind shall be operated within the Subdivision which emits loud noises or noxious fumes. The repair or painting of vehicles, boats, airplanes, or motors is not allowed in the Subdivision, except within the closed garage of a House. The drainage of oils, antifreeze, paints, solvents, or any other hazardous or contaminating material onto the land, streams, or storm water drains within the Subdivision is prohibited. Any dumping, leakage, or spillage of hazardous materials will be the responsibility of the Member conducting such activity to clean up and to indemnify Homeowner's Association, other Members, other property Owners and Declarant of all liability, expenses (including reasonable attorney's fees and costs), and/or causes of action resulting from such leakage or spillage.

12. No fireworks of any kind shall be stored or used in the Subdivision.
13. No alteration of the Subdivision's designed and natural flow of rain water shall be allowed to adversely affect adjacent property, streams, ponds, Common Areas or Private Roads.
14. No construction debris shall be left on site during construction or allowed into streets or neighboring property. No burial of construction debris and refuse shall be allowed on site or on the neighboring property. No rocks or sand or silt or mud shall be allowed to form or flow upon the Common Areas, Private Road, or neighboring property. Any damages to any street, curb, or gutter, which occurs as a result of construction or maintenance activity relating to any Lot, shall be promptly repaired by the Owner of such Lot. If such Owner fails or refuses to remove such debris and refuses to complete such repairs, then, Homeowner's Association shall have the right to delegate and/or complete such repairs. All costs and expenses incurring in completing such work, together with interest thereon from the date of written demand at a rate of twelve percent (12%), shall be reimbursed by the Owner to Homeowner's Association within thirty (30) days of receipt of a written demand from the Homeowner's Association. Any such claim for reimbursement, together with interest thereon as aforesaid, shall be secured by a lien on the Lot(s) and improvements owned by the Owner within the Subdivision, which lien shall be effective upon the recording of a notice thereof in the Official Record of the Public Records of Greenville County, South Carolina. The lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting the subject Parcel (a "First Mortgage") and any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure sale) under any such First Mortgage. In the event such reimbursement does not occur within thirty (30) days following demand from Homeowner's Association, the outstanding sum shall be deemed to be an assessment pursuant to the provisions set forth in Section 5 herein and the Homeowner's Association shall, in addition to those remedies listed above, have any and all remedies available at law or in equity against said Owner.

15. A storm water management and sediment reduction plan will be prepared for the Subdivision and will be applied for all land disturbing activities, including residential construction. Each Owner agrees to comply with this plan unless an individual plan is prepared and approved by the appropriate governmental agency for a Lot. Each Owner shall accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES) permit issued to the Declarant for the construction activity for which Declarant will be performing within the Property. Each Owner and its builder and their contractors shall become a co-permittee with the Declarant and other builders and contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, Owner and its builder and their contractors shall be legally accountable to the South Carolina Department of Health and Environmental control (SCDHEC) under the authorities of the Clean Water Act (CWA) and the South Carolina Pollution Control Act (PCA), to ensure compliance with the terms and conditions of the SWPPP. It is agreed that SCDHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. For purposes hereof, Owner and its builder and their contractors shall take full responsibility for controlling surface water run-off and sediment that may adversely affect any other property or adjacent streets. If any Owner shall default in the performance of its obligations hereunder, Owner shall have the right of "self help" to perform such obligation on behalf of the Owner. In such event, the Owner shall promptly reimburse the Declarant the cost thereof, together with interest thereon from the date of outlay at a rate equal to the lesser of (i) twelve percent (12%) or (ii) the highest rate permitted by applicable law (the "Interest Rate"). Any such claim for reimbursement, together with interest thereon as aforesaid, shall be secured by a lien on the Lot(s) and improvements owned by the Owner within the Subdivision, which lien shall be effective upon the recording of a notice thereof in the Official Record of the Public Records of Greenville County, South Carolina. The lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting the subject Parcel (a "First Mortgage") and any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure sale) under any such First Mortgage. In the event such reimbursement does not occur within thirty (30) days following demand from Homeowner's Association, the outstanding sum shall be deemed to be an assessment pursuant to the provisions set forth in Section 5 herein and the Homeowner's Association shall, in addition to those remedies listed above, have any and all remedies available at law or in equity against said Owner.
16. The burning of any debris either during or after construction of a home shall require the prior written approval of the Architectural Committee on a case by case basis in its sole discretion; furthermore, all government regulations shall be complied with.
17. Once construction has commenced, each Member shall cause and be responsible for having such construction work proceed in an orderly manner and at a timely pace, with no stoppage of work for more than fourteen (14) consecutive days to be condoned, acts of God excepted, and be completed, including landscaping, and ready

for occupancy within one (1) year from the commencement date. If the construction does not proceed as provided above, or if the construction is not completed within one (1) year from the date it commenced, Homeowner's Association, in its sole discretion, may complete, demolish, or remove such improvements or take whatever other actions it deems appropriate. All costs and expenses incurring in completing such work, together with interest thereon from the date of written demand at a rate of twelve percent (12%), shall be reimbursed by the Owner to Homeowner's Association within thirty (30) days of receipt of a written demand from the Homeowner's Association. Any such claim for reimbursement, together with interest thereon as aforesaid, shall be secured by a lien on the Lot(s) and improvements owned by the Owner within the Subdivision, which lien shall be effective upon the recording of a notice thereof in the Official Record of the Public Records of Greenville County, South Carolina. The lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting the subject Parcel (a "First Mortgage") and any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure sale) under any such First Mortgage. In the event such reimbursement does not occur within thirty (30) days following demand from Homeowner's Association, the outstanding sum shall be deemed to be an assessment pursuant to the provisions set forth in Section 5 herein and the Homeowner's Association shall, in addition to those remedies listed above, have any and all remedies available at law or in equity against said Owner.

18. Nothing herein contained shall be construed to prevent the Declarant and others approved by the Declarant from maintaining temporary sales offices and storage on any Lot or in any building while the Subdivision is in the process of being developed and while houses are under construction within the development.
19. No yard sales or garage sales shall be allowed to occur within the Subdivision. No vehicle or other personal property shall be displayed with signage for sale within the Subdivision.
20. The property within the subdivision is hereby declared to be a wildlife sanctuary. Hunting of any animal or bird or fishing in any body of water is not permitted. The discharge of firearms is prohibited in the Subdivision.
21. In the event any Member shall fail to maintain his or her or their Lot to the standards set forth herein, then Homeowner's Association 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 Member to the Homeowner's Association. In the event such reimbursement does not occur within thirty (30) days following demand from Homeowner's Association, the outstanding sum shall be deemed an assessment and processed pursuant to the provisions set forth in Section 5 herein and the Homeowner's Association shall, in addition to those remedies listed in Section 5, have any and all remedies available at law or in equity against said Owner.

2. ARCHITECTURAL REQUIREMENTS AND RESTRICTIONS

20. 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 of the Subdivision, or any phase of the Subdivision or as specified by the Architectural Committee nor without the prior written approval from the Architectural Committee, to be granted or denied in its sole discretion. No House 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 without the prior written approval from the Architectural Committee, to be granted or denied in its sole discretion. No House shall be nearer the rear Lot line than a distance of twenty-five (25) feet without the prior written approval from the Architectural Committee, to be granted or denied in its sole discretion.
21. No Lot shall be re-cut or subdivided without first obtaining the written approval of the Architectural Committee, to be granted or denied in its sole discretion. Nothing herein contained shall be construed to prohibit the use of more than one Lot or of portions of one or more Lots as a single residential unit, provided, written approval thereof shall first be obtained from the Architectural Committee, to be granted or denied in its sole discretion. If a Lot shall be subdivided to create additional Lots, annual and special assessments shall be assessed against new Lots created thereby at the same uniform rate assessed against all other Lots in the Subdivision. If a Lot shall be recut to increase the size of a Lot by combining two, or more Lots, the Owner thereof shall be responsible for paying annual and special assessment for each of the Lots used to create the larger Lot.
22. Each House shall contain the minimum floor space as follows:
- (a) For a one (1) story house - 3600 square feet
 - (b) For a one and one-half (1.5), two (2), or three (3) story house -
4000 square feet with a minimum
footprint of 2500 square feet
24. In calculating the minimum floor space and/or footprint, only the heated part of the house shall be included. Any part comprising porches, garages, breezeways, attics, and basements shall be excluded. The Architectural Committee may, within its sole discretion, give credit for up to one-half (1/2) of the total footage in those excluded areas set out above.
25. No garage or other outbuilding more than two (2) stories in height shall be erected upon any numbered Lot.
26. Each House shall have an enclosed garage suitable to accommodate at least two (2) full size automobiles. Detached garages are allowed, but must be approved by the Architectural Committee as to design and location, to be granted or denied in its sole

discretion. The garage doors of garages shall not open towards the front of the Lot. As to attached garages and corner lots, the placement of garage doors shall require specific written approval of the Architectural Committee. Furthermore, the placement of any garage door shall be done so as to not detract from the overall streetscape and curb appeal of the Subdivision, as determined by the Architectural Committee.

27. No above-ground swimming pools may be constructed on any numbered Lot. No in-ground swimming pools may be constructed closer than fifteen (15) feet from any property line without prior written approval from the Architectural Committee, and any in-ground swimming pools must be behind the residence.
28. All improvements on any Lot must be properly permitted and inspected by all applicable public and government agencies.
29. All exterior components of heating and air-conditioning systems shall be visually screened by masonry or wooden walls or fences or by shrubs.
30. All mailboxes, including a required newspaper box, shall be of a type and size specified by Declarant or the Architectural 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. No other newspaper boxes or receptacles shall be allowed, unless provided for in the mailbox assembly, as specified by the Declarant or Architectural Committee.
31. No exterior antennas, solar panels, and satellite dish antennas will be allowed unless approved by the Architectural Committee and shall not be visible from any neighboring property or street.
32. All surface areas of driveways and walkways shall be finished in concrete only. No paving shall be permitted within five (5) feet of any side property line without the prior written approval of the Architectural Committee. Driveway entrances from the street to the concrete shall be made of pavers to match those at main entry of the Subdivision.
33. No window air-conditioning units shall be installed in any building except temporary or other structures utilized by the Declarant for the development of the Subdivision.
34. The construction, style, materials, and layout of all site walls and fences must be approved in writing by the Architectural Committee.
35. No vinyl siding, metal siding, sheet wood siding, shingle siding, rough sawed wood siding, aluminum or vinyl framed windows shall be allowed in the Subdivision. Aluminum clad wood windows or vinyl clad over wood windows are allowed.
36. Roof areas shall be finished in the highest architectural grade slate, asphalt, or fiberglass shingles. Copper sheet roofing and flashing may be used. The pitch for the

primary roof areas shall be at least 8/12. The style, placement, and materials of roof gutters and downspouts shall be subject to approval by the Architectural Committee, in its sole discretion. Flat roof areas are discouraged and must not be visible from the Common Areas or Private Roads or neighboring property.

37. The front and side yard grass lawn of each House shall be planted with sod, as opposed to seeded, with fescue grass and no other type of grass, and shall be equipped with appropriate irrigation. The grass shall cover at least fifty percent (50%) of the front yard area. The front yard shall mean the area from the front wall of the House at the point closest to each side Lot line to the street which the House faces. All other areas on the Lot must be fescue, but may be seeded. The landscaping installed on each Lot shall be of a value of at least two percent (2%) of the total Lot and House value. Existing trees and vegetation shall not be part of the calculation to determine the value of installed landscape.
38. Allowed exterior wall finishes are brick, stone, stucco, hardi-board type material and lapped wood siding. The stone, stucco, and wood finishes may not be allowed in certain locations of the Subdivision or on certain locations of a structure where such use if, in the sole discretion of the Architectural Committee, it does not serve to enhance and protect the value, desirability, and attractiveness of the Subdivision and its Lots and Houses.
39. All materials used in construction on any Lot must be first quality and all construction must be completed in a good workmanlike manner.
40. Each House and structure shall be of an approved architectural style.
41. The Subdivision is hereby designated as a tree sanctuary and preserve. The removal of trees is discouraged. All pruning or trimming of trees shall be performed in a manner consistent with recognized horticultural practices that would promote the healthy growth and maintenance of the trees and their canopies. All construction and site work shall be performed in a manner to protect trees, including their root systems, from being damaged or destroyed. The planting of hardwood trees and fruit trees is encouraged. The removal of any tree, with a diameter of at least six (6) inches measured at a point four feet above the ground, shall not be allowed without the prior written consent of the Architectural Committee.
42. Where these Declaration differ from County Zoning or other governmental agency requirements, the more restrictive restrictions or requirements shall apply, and any question as to which is more restrictive will be determined by the Architectural Committee, in its sole discretion.

3. ARCHITECTURAL CONTROL

43. The Architectural Committee shall be composed of three members appointed by the Declarant. In all matters, a majority vote shall govern.
44. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, no landscaping done, nor shall any exterior change, addition or alteration to any existing structure 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 by the Architectural Committee.
45. The Architectural Committee, in its sole discretion, shall have the right to refuse to approve any plans, specifications, landscape plan and/or plot plans, taking into consideration the suitability of the proposed building, improvements, landscaping and/or the materials to be used, whether or not it is in harmony with the surroundings, and the effect it will have on other residences already constructed. In order to prevent duplication of building or improvements to be constructed in this subdivision and to carry out the intent of this Declaration, the Architectural Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major exterior features so similar to an existing building or improvements as to be considered a substantial duplication. The Architectural Committee shall further have the right to refuse to approve any plans or specifications for buildings or improvements, plot plans or landscape or recreational plans, taking into consideration such factors as it may deem appropriate including, but not limited to, the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings, the effect it will have on other residences already constructed and the effect it will have on the outlook from adjacent or neighboring property. The foregoing considerations and, in particular, the harmony of the overall development, shall be of paramount importance in the review of all plans, and the Architectural Committee may reject plans which it feels are not appropriate for any of the above reasons, regardless of the aesthetic merit of such plans when considered individually. If a builder who has previously constructed a residence in the subdivision wishes to repeat a plan or to construct another residence with a plan substantially similar to an existing residence, he must cause to be listed on the application for approval submitted to the Architectural Committee all Lots within the subdivision on which the proposed residence or one substantially similar has been built previously.
46. At such time that the Declarant turns over complete control of the Homeowner's Association to the Members, the Architectural Committee positions shall be filled as follows:
 - a. Two positions shall be held by Members who have been elected by voting Members. The two candidates that receive the highest number of votes at an

annual election shall be elected. The term of these positions shall be one year each.

- b. One position shall be held by a South Carolina licensed practicing Architect, with at least ten (10) years of design experience in single Family residences. Such architect shall be selected by a majority of the Board of Directors of the Homeowner's Association (hereinafter referred to as the "Board of Directors" or "Directors"). The term of this position shall be two years. This position may be held by a non-Member. The Board of Directors may authorize payment to the architect for reviewing submitted plans. Such payment would be made from the fees paid with the submission of plans.
47. No improvements, buildings, fences, wall structures, whether permanent or temporary, clearing, landscaping, grubbing, grading, earth work excavation, drainage structures, driveways, walkways, exterior finishes or colors, exterior features or details shall be erected, placed, constructed, renovated, altered, performed, or demolished on any property or Lot within the Subdivision, unless and until the plans of such work have been reviewed and approved by the Architectural Committee in writing, which approval can be granted or withheld in the discretion of the Architectural Committee.
48. The plans for any work identified herein shall be submitted to the Architectural Committee, in duplicate, prepared in a 1/8th scale or larger, along with a fee payable to the Homeowner's Association, Inc., for the review of the plans in an amount specified by the Architectural Committee. Such plans shall contain sufficient information on the following items for the Architectural Committee to render approval or disapproval of the work contemplated:
- a. Site plan showing the foundation of all structures, walks, driveways, swimming pools, heating and cooling equipment location, site furnishings and fixtures, fences, drainage structures, utility connection locations, and platted and proposed building setback lines. (This site plan may be at 1 inch = 10 feet)
 - b. Front, rear, and side elevation plans;
 - c. Floor plans;
 - d. A schedule of areas including: (1) floor areas, heated and unheated; (2) footprint, heated and unheated; (3) area of Lot covered by impermeable surfaces; (4) area of Lot remaining open or landscaped;
 - e. A schedule of all exterior building materials, including the manufacturer, color, and texture of said materials. Samples will be required on materials and/or colors proposed.

- f. Landscaping and irrigation plan of front yard, side yards, and rear yard, including a plan of all areas to be cleared or thinned of trees to accommodate construction of the House;
 - g. Estimated completion date of all construction and improvements;
 - h. Plan for treatment required to adequately handle surface water runoff due to changes in topography and clearing of property as required by the appropriate governmental authority and/or Declarant, it being the responsibility of each Member and all persons or entities employed by such persons to assist in the construction of any building or improvement on such Lot to control the discharge of surface water, sediment, and the like from such Lot onto or upon any other part of the Subdivision while under construction. There shall be silt and erosion control devices installed as required by the appropriate governmental authority and/or Declarant.
 - i. Plans and documentation for an appropriate septic system and drain field specific to the Lot in question. Routine annual maintenance and inspections shall be required.
49. The documents and other information required to be submitted shall be delivered to the Architectural Committee, in care of the Homeowner's Association offices located in the Subdivision. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly indicated thereon.
50. In the event said Architectural Committee fails to approve or disapprove such designs and plans within forty-five (45) days after acknowledgement and receipt, in writing, by the Architectural Committee, and if no suit to enjoin the erection or alteration of such building or improvement, to include, but not be limited to any outbuilding, wall driveway or fence, as 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 Architectural Committee, nor to any Member or any other person.
51. No member of the Architectural Committee shall be liable for any act or omission while performing his or her duties on the Architectural Committee. No Architectural Committee member shall be liable for any claims made because of approval or disapproval of any plans. The Architectural Committee is a review and not an architect or inspector and is not responsible for whether the plans or specifications met or satisfy the requirements of County or State ordinances, building codes, or accepted building standards. The Architectural Committee shall compare the completed work to the approved plans and shall make recommendations to the Board

of Directors for actions to be taken in the event of non-compliance. The Board of Directors shall refer to the Architectural Committee for recommendations on any design or construction related issues concerning the use and maintenance of all property within the Subdivision.

52. All construction on any property in the Subdivision shall be performed by a licensed contractor or builder selected by the Architectural Committee (hereinafter "Builder"). Inclusion of a Builder on the approved builder's list is subject to approval by the Architectural Committee. Such new approval may be withheld by the Architectural Committee in its sole and unfettered discretion. As to renovation of a House, the Builder, whose approval is sought, must also be approved by the Architectural Committee in accordance with this paragraph, which approval, likewise, may be withheld by the Architectural Committee in its sole and unfettered discretion.
53. Each Builder is responsible for any damage or injury caused by them or their agents, subcontractors, employees, visitors, or customers related to the Builder's construction activities in the Subdivision.
54. All Builders shall carry at least the minimum statutory level of insurance and, in no case, less than general liability, and property damage amounts as specified by the Homeowner's Association. It shall be the obligation of the Member to verify the above insurance requirement and submit proof of the same to the Homeowner's Association, if requested.
55. Builders need not post a bond. The Architectural Committee, in its sole discretion, may place further restrictions on a Builder. Neither the Architectural Committee nor Homeowner's Association makes any representation or warranty as to any builder approved to build in the Subdivision. The Architectural Committee shall not be liable for any act or omission by it pursuant to the provisions of the Agreement in the absence of fraud or willful misconduct. The Architectural Committee shall not be responsible or 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. Further, the Architectural Committee shall not be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications submitted by an Owner or on an Owner's behalf. The Architectural Committee shall incur no liability to an Owner or any other party in connection with the acts or omissions of the Architectural Committee in reliance upon any certificate or other paper believed by the Architectural Committee to be genuine or with respect to any other thing which the Architectural Committee may do or refrain from doing, unless such act or omission amounts to fraud or willful misconduct. In connection with the performance of its duties pursuant to this Agreement, the Architectural Committee may consult with counsel of its own selection, and anything which the Architectural Committee may do or refrain from doing, in good faith, in reliance upon the opinion of such counsel shall be full justification and protection to the Architectural Committee.

56. All signs placed on a Lot shall be approved by the Architectural Committee. The size, design, and quality of all signs, including real estate sale signs, shall be restricted so as to not detract from the curb appeal and streetscape of the Subdivision. The Homeowner's Association shall have the right to cause the removal of any sign not in compliance with this paragraph.
57. The Architectural Committee is authorized by a majority vote of all its members to approve or ratify the construction or alteration of any building or improvement for minor violations of any provisions of these restrictions relating to building set-back, locations and size of improvements, or similar matters if in the opinion of the members of the Committee such shall be necessary to prevent undue hardship, and to waive or vary the provisions of this Article or other provisions of this Declaration relating to use of the Property if, in the opinion of the members of the Architectural Committee, such waiver or variance would not be inconsistent with the intent and purpose of this Declaration. The approval or ratification by the Architectural Committee in accordance with this paragraph shall be binding on all persons.

4. COMMON AREAS, PRIVATE ROADS, EASEMENTS

58. At such time as it shall be deemed appropriate by Declarant, the Common Areas and Private Roads shall be deeded, in whole or in part, to the Homeowner's Association for the use and enjoyment of the Members. By purchasing a Lot in the Subdivision, the Owners each accept delivery of any said deed conveying the Common Areas and Private Roads. Such transfer of Common Areas and Private Roads shall not effect Declarant's right of control regarding Architectural and Developmental matters.
59. The use of the Common Areas shall be subject to any rules and regulations approved by the Board of Directors.
60. The Declarant hereby grants, gives and conveys to each Owner a perpetual, nonexclusive easement over the private road ways and sidewalks located within the Subdivision and shown on the recorded plats for the Subdivision, and any additions thereto, for vehicular and pedestrian ingress and egress to and from the Subdivision to Hammett Road, subject to any rules and regulations approved by the Board of Directors. Such private roads and sidewalks shall remain private, and the ownership, maintenance, repair and replacement of said private roads and sidewalks shall be the responsibility of the Homeowner's Association.
61. The Declarant hereby grants, gives and conveys to each Owner a perpetual, nonexclusive easement ten feet (10') in width along the front, side, and rear lot lines of the Lots as they exist from time to time and Common Areas for drainage systems, and the installation, maintenance, and operation of governmentally authorized utilities having this Subdivision in their respective service territories for the purposes of installing, operating, and maintaining water, sewer, electric, gas, telephone, and cable television, below ground communications services, and other below-ground utility transmission equipment, except when temporarily serving the construction or

improvements on a Lot or the Common Areas or Private Roads in the Subdivision. In the event cable television, security system, or other communications services may be required for Members of the Homeowner's Association, the Declarant and Homeowner's Association may utilize these same easements for providing such services. Said easements shall not be used to service property outside the Subdivision unless such use is approved by the Declarant or by a super-majority of the Board of Directors of the Homeowner's Association.

62. Upon authorization of the Declarant or by approval of a majority of the Members, the Homeowner's Association may employ a security guard(s) or a security guard service engaged for the purposes of controlling access to the Subdivision, patrolling of the private roads and sidewalks within the Subdivision, and any other purpose the Declarant or the majority of the Members authorize, the cost of which shall be borne by the Homeowner's Association.
63. Any additional easements across individual Lots, Common Areas, and private roads, shown on the recorded Plat, are also reserved and created by Declarant for the benefit of the Declarant and the Owners. Where conflicting easement dimensions occur between the Declaration and the recorded Plat, the larger or wider described shall be the easement recognized as valid.
64. Declarant specifically reserves the right to grant specific easements for local service over any Lot in the areas where a House has not or is to be constructed for the installation and maintenance of utilities required to develop and service the Subdivision.
65. At such time after the Declarant has turned over complete control of Homeowner's Association to the Members, a spuer-majority majority vote of the Board of Directors shall be required for Homeowner's Association to grant additional easements or terminate existing easements.

5. FORMATION OF Homeowner's Association, ASSESSMENTS, VOTING RIGHTS

66. Every Owner shall be a member of the Homeowners Association, which memberships shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:
 - (a) The right of the Association to charge reasonable fees for the maintenance of roads, streets, lighting entrances, common areas, fences, landscaping, sprinkler systems, light fixtures and related bulbs and other reasonable expense.
 - (b) The right of the Association to suspend the voting rights of an Owner for any period not to exceed (sixty) 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or authority for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is approved by two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose;

(d) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;

(e) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is approved by two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose; and

(f) The right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or any other purpose or reason.

67. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership and no Additional Property (as defined in the Declaration of Covenants, Conditions and Restrictions for Greywood at Hammett) remains which may be made subject to the terms of the Declaration;

- (ii) the expiration of ten (10) full years after the recordation of the Declaration of Covenants, Conditions and Restrictions for Greywood at Hammett;
 - (iii) when Declarant elects by notice to Association in writing to convert their Class B membership to Class A membership.
- 68. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
- 69. Purpose of Assessments.
 - (a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Alexander Farms and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials management and supervision, the payment of taxes assessed against the Common Area; all internal subdivision streets and sidewalks (as they are privately owned by the Association), cul-de sac islands, subdivision signage, entrance monuments, parks, sidewalks, street name and traffic control signage, storm water detention facilities and ponds, the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated right-of-way), gates, drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area if any; the maintenance of dams and areas surrounding such water; the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and

sewer services furnished to the Common Area; the costs associated with duties of the Architectural Committee; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense. THE DECLARANT SHALL NOT BE LIABLE IN DAMAGES TO THE ASSOCIATION OR ANY OWNER BY REASON OF DECLARANT'S FAILURE TO CONTRIBUTE TO THE CAPITAL RESERVE OF THE ASSOCIATION BY REASON OF DECLARANT'S EXEMPTION FROM THE ANNUAL ASSESSMENT TO BE LEVIED BY THE ASSOCIATION, OR DECLARANT'S MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE ESTABLISHMENT OF THE ANNUAL ASSESSMENTS HEREUNDER AND THE CAPITAL RESERVE FUND TO BE FUNDED THEREFROM. EVERY OWNER AND BOARD MEMBER AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, ITS MEMBERS OR OFFICERS, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE ESTABLISHMENT OF THE ANNUAL ASSESSMENTS AND THE CAPITAL RESERVE FUND HEREUNDER.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by

such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of Properties.

70. The initial annual assessment shall be set by the Declarant; provided; however, that effective January 1 of the year immediately following the conveyance of the first Lot to and Owner, Declarant shall have the right to make a one time adjustment to the annual assessment due hereunder to account to the Association for any deficiency in the initial annual assessment set by Declarant as compared to the actual costs incurred by the Association during such period to meet the Association's maintenance obligations hereunder ("Declarant Adjustment"). The annual assessment shall be paid in monthly installments on a calendar year basis unless changed by the Declarant or the Board of Directors of the Association, as applicable. Notwithstanding the foregoing, Declarant may set the initial annual assessment for Lots owned by Declarant and Builders that are not occupied by completed residences at a rate substantially lower than that charged against Lots with completed residences located thereon requiring maintenance.
71. From and after the Declarant Adjustment, if any, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten (10%) percent only by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
72. 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, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the Subdivision, provided that any such assessment shall have the assent to two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.
73. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half

(1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

74. The annual assessment shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Area expenses, including reserves. The Declarant or the Board, as applicable, shall take into account the number of Lots subject to assessment hereunder on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. In determining the level of assessments, the Declarant or the Board, as applicable, in its discretion, may consider other sources of funds available to the Association.
75. So long as Declarant owns unsold Lots, Declarant may elect on an annual basis, but shall not be obligated, to reduce or substitute the annual assessments due hereunder for the unsold Lots owned by Declarant for any fiscal year by payment of a subsidy which may be either a contribution from Declarant or an advance against future assessments due from Declarant, in Declarant's discretion. Any such subsidy shall be conspicuously disclosed as a line item in the budget and shall be made known to the Owners. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant. Notwithstanding the foregoing, Declarant shall not be required to pay any amount to the Association in excess of the amount that Declarant would be obligated to pay for the Lots owned by Declarant at the uniform rate of assessment for all Lots in the Property. To the extent that the annual assessments collected from all Owner's at the uniform rate in any fiscal year are insufficient to pay all costs of maintaining the Common Areas and administering the Association, Declarant, may, but shall not be obligated, to loan monies to the Association on a five percent (5%) compounded annually interest rate to fund any such deficits.
76. The annual assessments provided for herein shall commence on the dates determined by the Declarant. Annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified 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 the date of its issuance.
77. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law or equity against the Owner personally obligated to pay the same, or foreclose the lien against the Declarant shall

further have the right to convey lot/lots or other property to the Homeowners Association for use of the residents of this subdivision as common property to be controlled by the Homeowners Association.

78. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments 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.

6. MISCELLANEOUS

67. In the event an improvement, dwelling, or structure is damaged or destroyed, including accidental damage or destruction, and the Member owning the same does not begin repair or reconstruction within thirty (30) days following the damage or destruction, the Member shall remove or cause to be removed, at its expense, any damaged improvement, dwelling, structure and all debris from the Lot, so that it shall be placed in a neat, clean, and safe condition; and if the Member fails to do so within thirty (30) days, the Homeowner's Association may cause the debris to be removed. All costs and expenses of removal incurred relating to such action by the Homeowner's Association shall be immediately reimbursed by the Lot Owner(s) to Homeowner's Association. In the event such reimbursement does not occur within thirty (30) days following demand from Homeowner's Association, the outstanding sum shall be deemed to be an assessment and processed pursuant to the provisions set forth in Section 5 herein.
68. Any improvement, dwelling, or structure which has been damaged or destroyed, in whole or in part, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the By-Laws of the Association.
69. Declarant reserves the right to annex other property in the same general area of the Subdivision into the Subdivision. Such annexation shall be accomplished by the recording of an appropriate document in the Office of Register of Deeds, Greenville County, South Carolina, in which the additional property is adequately described. All such annexed property shall be deemed to be part of the Subdivision for all purposes herein set forth as though it had been described herein. The Declarant shall not be required to annex any additional property into the Subdivision. The Declarant shall not be required to follow any predetermined order of development for the Subdivision. The Declaration applicable to annexed properties or other portions of the Subdivision shall be compatible with, but need not be identical to, the covenants, conditions, easements and restrictions set forth in this Declaration.

70. Notwithstanding anything to the contrary, Declarant and the Homeowner's Association may formulate and impose rules and regulations governing the use of the Common Area, including private roads and sidewalks, and other property into the Subdivision.
71. Notwithstanding anything to the contrary, Declarant may modify the Declaration, its covenants, conditions, easements and restrictions, its plans as to the Subdivision, and the Subdivision Plat(s) at any time without notice, as long as Declarant owns any Lot in the Subdivision.
72. If the undersigned, or their 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 real property situated in said 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 her or them from so doing or to recover damages or other dues for violation.
73. Failure by Homeowner's Association, or any Owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.
74. Until such time as Declarant relinquishes control of Homeowner's Association to its Members, Declarant is empowered to perform the functions that will be performed by Homeowner's Association, 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 Assessment imposed, pursuant to Article 5 herein, for the purposes therein provided.
75. All Members shall, prior to entering into a contract to sell a Lot or House, Shall supply the potential purchaser with a copy of this Declaration for the purposes of making the potential purchaser knowledgeable of this Declaration and the covenants, conditions, easements and restrictions contained herein.
76. Each Member shall be responsible for the continuing conformance of his or her or their Lot, House, and property with the covenants, conditions, easements and restrictions specified in this Declaration.
77. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
78. The Declarant and the Board of Homeowner's Association shall have the power to interpret the words, terms, and intent of this Declaration and its covenants, conditions, easements and restrictions, including, but not limited to, the meaning of words and terms whose applicability may have changed or become obsolete due to the passage of time.

79. Any successors or assigns (the "Successor Declarant") of the Declarant shall assume the rights and obligations of the Declarant only upon the recording of a written instrument executed by the Successor Declarant and the Declarant in the Office of Register of Deeds, Greenville County, South Carolina, stating that the Successor Declarant has assumed the rights and obligations of the Declarant; and the Declarant has relinquished said rights and obligations.
80. After turning over control of the Homeowner's Association to the Members, and after the Declarant no longer owns property within or adjacent to the Subdivision, this Declaration may be amended upon a vote of a super-majority the then number of Members. No amendment shall be allowed to cause the Declarant's rights under this Declaration to be diminished without the express written consent of Declarant.
81. Paragraph numbering herein listed shall be only for the convenience of reading this instrument, except where references are made to Assessments in Section 5.

[SIGNATURE IS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has hereunto set their hands and seals
this 26 day of SEPTEMBER, 2007.

Declarant:

GREYWOOD AT HAMMETT, LLC

Mandal Pica

Witness

D. Faurch

Witness

Louis G. Young

Title: Authorized Member

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 Greywood at Hammett, LLC, by its duly authorized officer Louis G. Young, sign, seal, and as its act and deed, deliver the within-written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Mandal Pica

Sworn to before me this

26 day of SEPTEMBER, 2007.

D. Faurch

Notary Public for South Carolina

My commission expires: 6-8-15

CONSENT AND JOINDER AGREEMENT

The undersigned, as the owner and holder of those certain mortgages executed by Greywood At Hammett, LLC in favor of BB&T in the original amount of \$2,525,000.00, dated September 13, 2006, recorded September 14, 2006 in Mortgage Book 4642 at Page 1439 in the Greenville County ROD Office, and in the amount of \$250,000.00, dated September 21, 2007, recorded September 27, 2007 in Mortgage Book 4856 at Page 294 in the Greenville County ROD Office, and in the amount of \$248,000.00, dated January 24, 2007, recorded January 25, 2007 in Mortgage Book 4715 at Page 529 and re-recorded on February 13, 2007 in Mortgage Book 4724 at Page 1682 in the Greenville County ROD Office, which mortgages secure Promissory Notes of even dates and like amounts between the mortgagor and mortgagee, hereby consents to the foregoing described Declaration over the property described therein, agrees that the same shall run with the land, shall inure to the benefit of the Mortgagor, its successors and assigns, shall burden the land of the Mortgagor, its successors and assigns, and shall be binding upon the undersigned, its successors and assigns, and further agrees that the aforementioned mortgage liens shall be subordinate to the rights and privileges conveyed by the Declaration.

BB&T,

Mary E. Willis
Melissa S. Eyles

By: [Signature]
 Its: Vice President

STATE OF SOUTH CAROLINA)
)
 COUNTY OF Greenville) PROBATE
)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named lender, by its duly authorized officer(s), sign, seal and as the lender's act and deed, deliver the within deed and that (s)he, with other witness subscribed above witnessed the execution thereof.

SWORN to me this 28th
 day of September, 2007.

[Signature] (SEAL)

Notary Public for South Carolina
 My commission expires: June 20, 2015

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
 2007098029 Book: DE 2292 Page: 990-1014
 October 01, 2007 02:39:21 PM

Timothy J. Hanney



2007106667

AMEND/REST
24 PGS
Page:141-164

Book:DE 2297

October 26, 2007 11:44:19 AM

Rec:\$30 00

Cnty Tax:\$0.00

State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

State of South Carolina)
)
County of Greenville)

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS AND EASEMENTS FOR GREYWOOD AT HAMMETT SUBDIVISION

These amended and restated restrictive and protective covenants and easements are made on the date hereinafter set forth by GREYWOOD AT HAMMETT, LLC, a South Carolina Limited Liability Company, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property, hereinafter referred to as the "Subdivision" or "Greywood at Hammett", in Greenville County, South Carolina, which is more particularly described on plat entitled "Greywood at Hammett, Phase 1" dated July 11, 2007, revised September 21, 2007, prepared by Freeland & Associates, Inc., and recorded in the Office of the Register of Deeds Greenville County, South Carolina, on September 21, 2007 in Plat Book 1050, at Page 61, hereinafter referred to as the "Plat" and,

WHEREAS, the Declarant intends to develop the described property, pursuant to this Declaration, into a residential community to be known as "Greywood at Hammett", and,

WHEREAS, the Declarant intends to convey the lots in the Subdivision subject to a uniform system of restrictions, covenants, and conditions as hereinafter set forth and referred to as the "Declaration";

WHEREAS, Declarant intends to and reserves the right to add additional property to the Subdivision without the consent or approval of any owner of a lot within the Subdivision; and

WHEREAS, Declarant intends to organize the GREYWOOD AT HAMMETT HOMEOWNERS ASSOCIATION, INC., a South Carolina nonprofit corporation, hereinafter referred to as the "Homeowner's Association" or the "Association", with the owners of the Lots within the Subdivision being "Members" of the Homeowner's Association; and

WHEREAS, Declarant intends to convey to the Homeowner's Association certain properties as depicted on the Plat as "Common Areas" or "Private Roads" for maintenance, repair and replacement and the use and enjoyment of the Members, their guests and invitees;

WHEREAS, the Declarant recorded that certain Declaration of Restrictive and Protective Covenants and Easements for Greywood at Hammett Subdivision on October 1, 2007, in Deed

Book 2292, at Page 990, in the Office of the Register of Deeds for Greenville County, South Carolina (the "Original Declaration"), and now wishes to amend, modify and restate the Original Declaration in its entirety;

NOW, THEREFORE, Declarant hereby declares that all the property in the Subdivision shall be held, sold, and conveyed, subject to the following amended and restated covenants, easement, conditions and restrictions, all of which are imposed for the purpose of enhancing, promoting, and protecting the value, desirability, and attractiveness of both the property shown on the Plat and that which may be added and annexed hereunder subsequent to the date hereof and all of which supersede the "Original Declaration." This Declaration shall run with the title to the property and shall be binding on all parties having or acquiring any right, title, or interest in the property or any part thereof and shall inure to the benefit of each owner thereof, their respective heirs, successors and assigns, and which shall inure to the benefit of the Homeowner's Association.

These Declaration herein imposed shall be binding on all persons claiming under them until August 31, 2027, at which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless by vote of the super-majority of the then-owners of the numbered Lots in the Subdivision, it is agreed to change the Declaration in whole or in part.

The easements herein described shall remain in effect in perpetuity, except when properly terminated, as specified herein, by the Homeowner's Association.

1. USES PERMITTED AND PROHIBITED

1. Each numbered Lot in the Subdivision shall be used solely for residential purposes. All houses constructed upon each numbered Lot shall be used exclusively for single family residential dwellings, hereinafter referred to as a "House", provided, however, the Declarant reserves the right to use any Lot owned by Declarant for a road for access to and from other property which it may add to the Subdivision.
2. All residences constructed within the Subdivision shall be site-built according to the plans and specifications approved by the Architectural Committee on permanent foundations. No trailer, motor home, basement, tent, shed, shack, garage, barn, or outbuilding shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be erected without prior written approval of the Architectural Committee to be granted or withheld in its sole discretion. No tree houses shall be erected on any Lot.
3. No house trailer, mobile home, prefabricated home or manufactured home shall be placed on any Lot or anywhere in the Subdivision, either temporarily or permanently, except by Declarant in conjunction with the development of the Subdivision and the sale of Lots therein. Any motor home, camper, camping trailer, boat, boat trailer, utility trailer and/or similar equipment must be stored in an enclosed garage and may not be used for any temporary or permanent residence. No commercial vehicles shall

be parked or stored overnight in the Subdivision, except those commercial vehicles utilized in the development of the Subdivision.

4. No noxious or offensive activity shall be carried on anywhere on the property subject to these Declaration, nor shall anything be done thereon which may be or become a nuisance or menace to the Subdivision.
5. No part of any of the property shall be used for any business or commercial purpose, except that the Declarant may utilize the property to conduct the business of the development of the Subdivision. Business activities in a House which delivers products or services for a fee on site are prohibited, as is any business activity which utilizes more than twenty-five (25%) percent of the heated or unheated space in the home.
6. No animals shall be kept, maintained, or quartered on any Lots, except that domesticated cats, dogs, fish, and caged birds may be kept in reasonable number as pets for the pleasure of the occupants. All pets shall be kept under control of the Members owning the pet, and Members shall not allow any of their pets to disturb neighbors either by noise or physical presence. Each Member is responsible for property damage or personal injury caused by their pets.
7. Any and every container used to store garbage, refuse, trash, yard clippings, debris, and recyclable materials, until collected by private or public waste disposal service(s), shall be stored on each Lot so that it shall be out of sight from all streets and neighbors. Such containers shall be kept clean and free from offensive odors. All collection of such garbage and trash shall be made weekly.
8. All heating oil or other storage tanks shall be buried underground consistent with normal safety precautions. Any dumping, leakage, or spillage will be the responsibility of the Member owning the storage tank to clean up and to indemnify Homeowner's Association, other Members, other property owners and Declarant of all liability, expenses (including reasonable attorney's fees and costs), and/or causes of action resulting from such leakage or spillage. No propane gas, liquid petroleum gas, or compressed natural gas tank larger than twenty (20) pounds capacity shall be allowed in the Subdivision and no such tank shall be visible from the street.
9. Members are 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 Members 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. Vegetable gardens, compost piles, clotheslines, sandboxes, and children's play equipment shall be located only in the rear yard of any Lot. No clotheslines shall be allowed in view of any neighboring Lot or street. All yards must be maintained in a professional manner. The maintenance

should occur on a regular basis and in such frequency as is sufficient to meet the conditions of the growing season.

10. No parking shall be allowed on the Private Roads in excess of six (6) hours and then only on an occasional basis for the purpose of a special event.
11. No motorized recreational or sport vehicle, such as motorcycles, motorbikes, mini-bikes, go-carts, or other similar vehicles shall be operated on any Lot or Common Area or Private Road. However, this does not prevent the use of a properly licensed vehicle from using paved streets for normal transportation purposes. No motorized vehicles or device of any kind shall be operated within the Subdivision which emits loud noises or noxious fumes. The repair or painting of vehicles, boats, airplanes, or motors is not allowed in the Subdivision, except within the closed garage of a House. The drainage of oils, antifreeze, paints, solvents, or any other hazardous or contaminating material onto the land, streams, or storm water drains within the Subdivision is prohibited. Any dumping, leakage, or spillage of hazardous materials will be the responsibility of the Member conducting such activity to clean up and to indemnify Homeowner's Association, other Members, other property Owners and Declarant of all liability, expenses (including reasonable attorney's fees and costs), and/or causes of action resulting from such leakage or spillage.
12. No fireworks of any kind shall be stored or used in the Subdivision.
13. No alteration of the Subdivision's designed and natural flow of rain water shall be allowed to adversely affect adjacent property, streams, ponds, Common Areas or Private Roads.
14. No construction debris shall be left on site during construction or allowed into streets or neighboring property. No burial of construction debris and refuse shall be allowed on site or on the neighboring property. No rocks or sand or silt or mud shall be allowed to form or flow upon the Common Areas, Private Road, or neighboring property. Any damages to any street, curb, or gutter, which occurs as a result of construction or maintenance activity relating to any Lot, shall be promptly repaired by the Owner of such Lot. If such Owner fails or refuses to remove such debris and refuses to complete such repairs, then, Homeowner's Association shall have the right to delegate and/or complete such repairs. All costs and expenses incurring in completing such work, together with interest thereon from the date of written demand at a rate of twelve percent (12%), shall be reimbursed by the Owner to Homeowner's Association within thirty (30) days of receipt of a written demand from the Homeowner's Association. Any such claim for reimbursement, together with interest thereon as aforesaid, shall be secured by a lien on the Lot(s) and improvements owned by the Owner within the Subdivision, which lien shall be effective upon the recording of a notice thereof in the Official Record of the Public Records of Greenville County, South Carolina. The lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting the subject Parcel (a "First Mortgage") and any purchaser at any foreclosure sale (as well as any grantee by deed

in lieu of foreclosure sale) under any such First Mortgage. In the event such reimbursement does not occur within thirty (30) days following demand from Homeowner's Association, the outstanding sum shall be deemed to be an assessment pursuant to the provisions set forth in Section 5 herein and the Homeowner's Association shall, in addition to those remedies listed above, have any and all remedies available at law or in equity against said Owner.

15. A storm water management and sediment reduction plan will be prepared for the Subdivision and will be applied for all land disturbing activities, including residential construction. Each Owner agrees to comply with this plan unless an individual plan is prepared and approved by the appropriate governmental agency for a Lot. Each Owner shall accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES) permit issued to the Declarant for the construction activity for which Declarant will be performing within the Property. Each Owner and its builder and their contractors shall become a co-permittee with the Declarant and other builders and contractors that have become co-permittees to the general NPDES permit issued to the Declarant. As a co-permittee, Owner and its builder and their contractors shall be legally accountable to the South Carolina Department of Health and Environmental control (SCDHEC) under the authorities of the Clean Water Act (CWA) and the South Carolina Pollution Control Act (PCA), to ensure compliance with the terms and conditions of the SWPPP. It is agreed that SCDHEC enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. For purposes hereof, Owner and its builder and their contractors shall take full responsibility for controlling surface water run-off and sediment that may adversely affect any other property or adjacent streets. If any Owner shall default in the performance of its obligations hereunder, Owner shall have the right of "self help" to perform such obligation on behalf of the Owner. In such event, the Owner shall promptly reimburse the Declarant the cost thereof, together with interest thereon from the date of outlay at a rate equal to the lesser of (i) twelve percent (12%) or (ii) the highest rate permitted by applicable law (the "Interest Rate"). Any such claim for reimbursement, together with interest thereon as aforesaid, shall be secured by a lien on the Lot(s) and improvements owned by the Owner within the Subdivision, which lien shall be effective upon the recording of a notice thereof in the Official Record of the Public Records of Greenville County, South Carolina. The lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting the subject Parcel (a "First Mortgage") and any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure sale) under any such First Mortgage. In the event such reimbursement does not occur within thirty (30) days following demand from Homeowner's Association, the outstanding sum shall be deemed to be an assessment pursuant to the provisions set forth in Section 5 herein and the Homeowner's Association shall, in addition to those remedies listed above, have any and all remedies available at law or in equity against said Owner.

16. The burning of any debris either during or after construction of a home shall require the prior written approval of the Architectural Committee on a case by case basis in its sole discretion; furthermore, all government regulations shall be complied with.
17. Once construction has commenced, each Member shall cause and be responsible for having such construction work proceed in an orderly manner and at a timely pace, with no stoppage of work for more than fourteen (14) consecutive days to be condoned, acts of God excepted, and be completed, including landscaping, and ready for occupancy within one (1) year from the commencement date. If the construction does not proceed as provided above, or if the construction is not completed within one (1) year from the date it commenced, Homeowner's Association, in its sole discretion, may complete, demolish, or remove such improvements or take whatever other actions it deems appropriate. All costs and expenses incurring in completing such work, together with interest thereon from the date of written demand at a rate of twelve percent (12%), shall be reimbursed by the Owner to Homeowner's Association within thirty (30) days of receipt of a written demand from the Homeowner's Association. Any such claim for reimbursement, together with interest thereon as aforesaid, shall be secured by a lien on the Lot(s) and improvements owned by the Owner within the Subdivision, which lien shall be effective upon the recording of a notice thereof in the Official Record of the Public Records of Greenville County, South Carolina. The lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting the subject Parcel (a "First Mortgage") and any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure sale) under any such First Mortgage. In the event such reimbursement does not occur within thirty (30) days following demand from Homeowner's Association, the outstanding sum shall be deemed to be an assessment pursuant to the provisions set forth in Section 5 herein and the Homeowner's Association shall, in addition to those remedies listed above, have any and all remedies available at law or in equity against said Owner.
18. Nothing herein contained shall be construed to prevent the Declarant and others approved by the Declarant from maintaining temporary sales offices and storage on any Lot or in any building while the Subdivision is in the process of being developed and while houses are under construction within the development.
19. No yard sales or garage sales shall be allowed to occur within the Subdivision. No vehicle or other personal property shall be displayed with signage for sale within the Subdivision.
20. The property within the subdivision is hereby declared to be a wildlife sanctuary. Hunting of any animal or bird or fishing in any body of water is not permitted. The discharge of firearms is prohibited in the Subdivision.
21. In the event any Member shall fail to maintain his or her or their Lot to the standards set forth herein, then Homeowner's Association 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 Member to the Homeowner's Association. In the event such reimbursement does not occur within thirty (30) days following demand from Homeowner's Association, the outstanding sum shall be deemed an assessment and processed pursuant to the provisions set forth in Section 5 herein and the Homeowner's Association shall, in addition to those remedies listed in Section 5, have any and all remedies available at law or in equity against said Owner.

2. ARCHITECTURAL REQUIREMENTS AND RESTRICTIONS

22. 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 of the Subdivision, or any phase of the Subdivision or as specified by the Architectural Committee nor without the prior written approval from the Architectural Committee, to be granted or denied in its sole discretion. No House 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 without the prior written approval from the Architectural Committee, to be granted or denied in its sole discretion. No House shall be nearer the rear Lot line than a distance of twenty-five (25) feet without the prior written approval from the Architectural Committee, to be granted or denied in its sole discretion.
23. No Lot shall be re-cut or subdivided so as to create a smaller lot than is shown on the subdivision plat recorded by Declarant. Nothing herein contained shall be construed to prohibit the combination one or more Lots or of portions of one or more Lots to create a larger Lot for use as a single residential unit, provided that the written approval thereof shall first be obtained from the Architectural Committee, to be granted or denied in its sole discretion. If a Lot shall be recut to increase the size of the Lot by combining two, or more Lots, or combining portions a Lot to create two or more larger Lots, the Owners thereof shall be responsible for paying annual and special assessment for each of the Lots combined to create the larger Lot or Lots.
24. Each House shall contain the minimum floor space as follows:
 - (a) For a one (1) story house - 3600 square feet
 - (b) For a one and one-half (1.5), two (2), or three (3) story house -
4000 square feet with a minimum
footprint of 2500 square feet
25. In calculating the minimum floor space and/or footprint, only the heated part of the house shall be included. Any part comprising porches, garages, breezeways, attics, and basements shall be excluded. The Architectural Committee may, within its sole discretion, give credit for up to one-half (1/2) of the total footage in those excluded areas set out above.

26. No garage or other outbuilding more than two (2) stories in height shall be erected upon any numbered Lot.
27. Each House shall have an enclosed garage suitable to accommodate at least two (2) full size automobiles. Detached garages are allowed, but must be approved by the Architectural Committee as to design and location, to be granted or denied in its sole discretion. The garage doors of garages shall not open towards the front of the Lot. As to attached garages and corner lots, the placement of garage doors shall require specific written approval of the Architectural Committee. Furthermore, the placement of any garage door shall be done so as to not detract from the overall streetscape and curb appeal of the Subdivision, as determined by the Architectural Committee.
28. No above-ground swimming pools may be constructed on any numbered Lot. No in-ground swimming pools may be constructed closer than fifteen (15) feet from any property line without prior written approval from the Architectural Committee, and any in-ground swimming pools must be behind the residence.
29. All improvements on any Lot must be properly permitted and inspected by all applicable public and government agencies.
30. All exterior components of heating and air-conditioning systems shall be visually screened by masonry or wooden walls or fences or by shrubs.
31. All mailboxes, including a required newspaper box, shall be of a type and size specified by Declarant or the Architectural 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. No other newspaper boxes or receptacles shall be allowed, unless provided for in the mailbox assembly, as specified by the Declarant or Architectural Committee.
32. No exterior antennas, solar panels, and satellite dish antennas will be allowed unless approved by the Architectural Committee and shall not be visible from any neighboring property or street.
33. All surface areas of driveways and walkways shall be finished in concrete only. No paving shall be permitted within five (5) feet of any side property line without the prior written approval of the Architectural Committee. Driveway entrances from the street to the concrete shall be made of pavers to match those at main entry of the Subdivision.
34. No window air-conditioning units shall be installed in any building except temporary or other structures utilized by the Declarant for the development of the Subdivision.

35. The construction, style, materials, and layout of all site walls and fences must be approved in writing by the Architectural Committee.
36. No vinyl siding, metal siding, sheet wood siding, shingle siding, rough sawed wood siding, aluminum or vinyl framed windows shall be allowed in the Subdivision. Aluminum clad wood windows or vinyl clad over wood windows are allowed.
37. Roof areas shall be finished in the highest architectural grade slate, asphalt, or fiberglass shingles. Copper sheet roofing and flashing may be used. The pitch for the primary roof areas shall be at least 8/12. Flat roof areas are discouraged and must not be visible from the Common Areas or Private Roads or neighboring property.
38. The front and side yard grass lawn of each House shall be planted with sod, as opposed to seeded, with fescue grass and no other type of grass, and shall be equipped with appropriate irrigation. The grass shall cover at least fifty percent (50%) of the front yard area. The front yard shall mean the area from the front wall of the House at the point closest to each side Lot line to the street which the House faces. All other areas on the Lot must be fescue, but may be seeded. The landscaping installed on each Lot shall be of a value of at least two percent (2%) of the total Lot and House value. Existing trees and vegetation shall not be part of the calculation to determine the value of installed landscape.
39. Allowed exterior wall finishes are brick, stone, stucco, hardi-board type material and lapped wood siding. The stone, stucco, and wood finishes may not be allowed in certain locations of the Subdivision or on certain locations of a structure where such use if, in the sole discretion of the Architectural Committee, it does not serve to enhance and protect the value, desirability, and attractiveness of the Subdivision and its Lots and Houses.
40. All materials used in construction on any Lot must be first quality and all construction must be completed in a good workmanlike manner.
41. Each House and structure shall be of an approved architectural style.
42. The Subdivision is hereby designated as a tree sanctuary and preserve. The removal of trees is discouraged. All pruning or trimming of trees shall be performed in a manner consistent with recognized horticultural practices that would promote the healthy growth and maintenance of the trees and their canopies. All construction and site work shall be performed in a manner to protect trees, including their root systems, from being damaged or destroyed. The planting of hardwood trees and fruit trees is encouraged. The removal of any tree, with a diameter of at least six (6) inches measured at a point four feet above the ground, shall not be allowed without the prior written consent of the Architectural Committee.
43. Where these Declaration differ from County Zoning or other governmental agency requirements, the more restrictive restrictions or requirements shall apply, and any

question as to which is more restrictive will be determined by the Architectural Committee, in its sole discretion.

3. ARCHITECTURAL CONTROL

44. The Architectural Committee shall be composed of three members appointed by the Declarant. In all matters, a majority vote shall govern.
45. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, no landscaping done, nor shall any exterior change, addition or alteration to any existing structure 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 by the Architectural Committee.
46. The Architectural Committee, in its sole but reasonable discretion, shall have the right to refuse to approve any plans, specifications, landscape plan and/or plot plans. The Architectural Committee's decision shall be reasonable, as that term is used in the Article, if it takes into consideration the suitability of the proposed building, improvements, landscaping and/or the materials to be used, whether or not it is in harmony with the surroundings, and the effect it will have on other residences already constructed. In order to prevent duplication of building or improvements to be constructed in this subdivision and to carry out the intent of this Declaration, the Architectural Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major exterior features so similar to an existing building or improvements as to be considered a substantial duplication. The Architectural Committee shall further have the right to refuse to approve any plans or specifications for buildings or improvements, plot plans or landscape or recreational plans, taking into consideration such factors as it may deem appropriate including, but not limited to, the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings, the effect it will have on other residences already constructed and the effect it will have on the outlook from adjacent or neighboring property. The foregoing considerations and, in particular, the harmony of the overall development, shall be of paramount importance in the review of all plans, and the Architectural Committee may reject plans which it feels are not appropriate for any of the above reasons, regardless of the aesthetic merit of such plans when considered individually. If a builder who has previously constructed a residence in the subdivision wishes to repeat a plan or to construct another residence with a plan substantially similar to an existing residence, he must cause to be listed on the application for approval submitted to the Architectural Committee all Lots within the subdivision on which the proposed residence or one substantially similar has been built previously.

47. At such time that the Declarant turns over complete control of the Homeowner's Association to the Members, the Architectural Committee positions shall be filled as follows:

- a. Two positions shall be held by Members who have been elected by voting Members. The two candidates that receive the highest number of votes at an annual election shall be elected. The term of these positions shall be one year each.
- b. One position shall be held by a South Carolina licensed practicing Architect, with at least ten (10) years of design experience in single Family residences. Such architect shall be selected by a majority of the Board of Directors of the Homeowner's Association (hereinafter referred to as the "Board of Directors" or "Directors"). The term of this position shall be two years. This position may be held by a non-Member. The Board of Directors may authorize payment to the architect for reviewing submitted plans. Such payment would be made from the fees paid with the submission of plans.

No compensation shall be paid to the members of the Architectural Committee for the services rendered in furtherance of this Declaration.

48. No improvements, buildings, fences, wall structures, whether permanent or temporary, clearing, landscaping, grubbing, grading, earth work excavation, drainage structures, driveways, walkways, exterior finishes or colors, exterior features or details shall be erected, placed, constructed, renovated, altered, performed, or demolished on any property or Lot within the Subdivision, unless and until the plans of such work have been reviewed and approved by the Architectural Committee in writing, which approval can be granted or withheld in the sole but reasonable discretion of the Architectural Committee.

49. The plans for any work identified herein shall be submitted to the Architectural Committee, in duplicate, prepared in a 1/8th scale or larger, along with a fee payable to the Homeowner's Association, Inc., for the review of the plans in an amount specified by the Architectural Committee. Such plans shall contain sufficient information on the following items for the Architectural Committee to render approval or disapproval of the work contemplated:

- a. Site plan showing the foundation of all structures, walks, driveways, swimming pools, heating and cooling equipment location, site furnishings and fixtures, fences, drainage structures, utility connection locations, and platted and proposed building setback lines. (This site plan may be at 1 inch= 10 feet)
- b. Front, rear, and side elevation plans;
- c. Floor plans;

- d. A schedule of areas including: (1) floor areas, heated and unheated; (2) footprint, heated and unheated; (3) area of Lot covered by impermeable surfaces; (4) area of Lot remaining open or landscaped;
 - e. A schedule of all exterior building materials, including the manufacturer, color, and texture of said materials. Samples will be required on materials and/or colors proposed.
 - f. Landscaping and irrigation plan of front yard, side yards, and rear yard, including a plan of all areas to be cleared or thinned of trees to accommodate construction of the House;
 - g. Estimated completion date of all construction and improvements;
 - h. Plan for treatment required to adequately handle surface water runoff due to changes in topography and clearing of property as required by the appropriate governmental authority and/or Declarant, it being the responsibility of each Member and all persons or entities employed by such persons to assist in the construction of any building or improvement on such Lot to control the discharge of surface water, sediment, and the like from such Lot onto or upon any other part of the Subdivision while under construction. There shall be silt and erosion control devices installed as required by the appropriate governmental authority and/or Declarant.
 - i. Plans and documentation for an appropriate septic system and drain field specific to the Lot in question. Routine annual maintenance and inspections shall be required.
50. The documents and other information required to be submitted shall be delivered to the Architectural Committee, in care of the Homeowner's Association offices located in the Subdivision. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly indicated thereon.
51. In the event said Architectural Committee fails to approve or disapprove such designs and plans within thirty (30) days after acknowledgement and receipt, in writing, by the Architectural Committee, and if no suit to enjoin the erection or alteration of such building or improvement, to include, but not be limited to any outbuilding, wall driveway or fence, has been commenced before such erection or alteration is substantially begun, this requirement shall be deemed to have been fully complied

with and no suit or claim will be available to said Architectural Committee, nor to any Member or any other person.

52. No member of the Architectural Committee shall be liable for any act or omission while performing his or her duties on the Architectural Committee. No Architectural Committee member shall be liable for any claims made because of approval or disapproval of any plans. The Architectural Committee is a review and not an architect or inspector and is not responsible for whether the plans or specifications met or satisfy the requirements of County or State ordinances, building codes, or accepted building standards. The Architectural Committee shall compare the completed work to the approved plans and shall make recommendations to the Board of Directors for actions to be taken in the event of non-compliance. The Board of Directors shall refer to the Architectural Committee for recommendations on any design or construction related issues concerning the use and maintenance of all property within the Subdivision.
53. All construction on any property in the Subdivision shall be performed by a licensed contractor or builder approved by the Architectural Committee (hereinafter "Builder"). Inclusion of a Builder on the approved builder's list is subject to approval by the Architectural Committee. Such new approval may be withheld by the Architectural Committee in its sole and unfettered discretion. As to renovation of a House, the Builder, whose approval is sought, must also be approved by the Architectural Committee in accordance with this paragraph, which approval, likewise, may be withheld by the Architectural Committee in its sole and unfettered discretion.
54. Each Builder is responsible for any damage or injury caused by them or their agents, subcontractors, employees, visitors, or customers related to the Builder's construction activities in the Subdivision.
55. All Builders shall carry at least the minimum statutory level of insurance and, in no case, less than general liability, and property damage amounts as specified by the Homeowner's Association. It shall be the obligation of the Member to verify the above insurance requirement and submit proof of the same to the Homeowner's Association, if requested.
56. Builders need not post a bond. The Architectural Committee, in its sole discretion, may place further restrictions on a Builder. Neither the Architectural Committee nor Homeowner's Association makes any representation or warranty as to any builder approved to build in the Subdivision. The Architectural Committee shall not be liable for any act or omission by it pursuant to the provisions of the Agreement in the absence of fraud or willful misconduct. The Architectural Committee shall not be responsible or 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. Further, the Architectural Committee shall not be liable in damages to anyone by reason of mistake in judgment or negligence arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications submitted by an Owner or

on an Owner's behalf. The Architectural Committee shall incur no liability to an Owner or any other party in connection with the acts or omissions of the Architectural Committee in reliance upon any certificate or other paper believed by the Architectural Committee to be genuine or with respect to any other thing which the Architectural Committee may do or refrain from doing, unless such act or omission amounts to fraud or willful misconduct. In connection with the performance of its duties pursuant to this Agreement, the Architectural Committee may consult with counsel of its own selection, and anything which the Architectural Committee may do or refrain from doing, in good faith, in reliance upon the opinion of such counsel shall be full justification and protection to the Architectural Committee.

57. All signs placed on a Lot shall be approved by the Architectural Committee. The size, design, and quality of all signs, including real estate sale signs, shall be restricted so as to not detract from the curb appeal and streetscape of the Subdivision. The Homeowner's Association shall have the right to cause the removal of any sign not in compliance with this paragraph.
58. The Architectural Committee is authorized by a majority vote of all its members to approve or ratify the construction or alteration of any building or improvement for minor violations of any provisions of these restrictions relating to building set-back, locations and size of improvements, or similar matters if in the opinion of the members of the Committee such shall be necessary to prevent undue hardship, and to waive or vary the provisions of this Article or other provisions of this Declaration relating to use of the Property if, in the opinion of the members of the Architectural Committee, such waiver or variance would not be inconsistent with the intent and purpose of this Declaration. The approval or ratification by the Architectural Committee in accordance with this paragraph shall be binding on all persons.

4. COMMON AREAS, PRIVATE ROADS, EASEMENTS

59. At such time as it shall be deemed appropriate by Declarant, the Common Areas and Private Roads shall be deeded, in whole or in part, to the Homeowner's Association for the use and enjoyment of the Members. By purchasing a Lot in the Subdivision, the Owners each accept delivery of any said deed conveying the Common Areas and Private Roads. Such transfer of Common Areas and Private Roads shall not effect Declarant's right of control regarding Architectural and Developmental matters.
60. The use of the Common Areas shall be subject to any rules and regulations approved by the Board of Directors.
61. The Declarant hereby grants, gives and conveys to each Owner a perpetual, nonexclusive easement over the private road ways and sidewalks located within the Subdivision and shown on the recorded plats for the Subdivision, and any additions thereto, for vehicular and pedestrian ingress and egress to and from the Subdivision to Hammett Road, subject to any rules and regulations approved by the Board of Directors. Such private roads and sidewalks shall remain private, and the ownership,

maintenance, repair and replacement of said private roads and sidewalks shall be the responsibility of the Homeowner's Association.

62. The Declarant hereby grants, gives and conveys to each Owner a perpetual, nonexclusive easement ten feet (10') in width along the front, side, and rear lot lines of the Lots as they exist from time to time and Common Areas for drainage systems, and the installation, maintenance, and operation of governmentally authorized utilities having this Subdivision in their respective service territories for the purposes of installing, operating, and maintaining water, sewer, electric, gas, telephone, and cable television, below ground communications services, and other below-ground utility transmission equipment, except when temporarily serving the construction or improvements on a Lot or the Common Areas or Private Roads in the Subdivision. In the event cable television, security system, or other communications services may be required for Members of the Homeowner's Association, the Declarant and Homeowner's Association may utilize these same easements for providing such services. Said easements shall not be used to service property outside the Subdivision unless such use is approved by the Declarant or by a super-majority of the Board of Directors of the Homeowner's Association.
63. Upon authorization of the Declarant or by approval of a majority of the Members, the Homeowner's Association may employ a security guard(s) or a security guard service engaged for the purposes of controlling access to the Subdivision, patrolling of the private roads and sidewalks within the Subdivision, and any other purpose the Declarant or the majority of the Members authorize, the cost of which shall be borne by the Homeowner's Association.
64. Any additional easements across individual Lots, Common Areas, and private roads, shown on the recorded Plat, are also reserved and created by Declarant for the benefit of the Declarant and the Owners. Where conflicting easement dimensions occur between the Declaration and the recorded Plat, the larger or wider described shall be the easement recognized as valid.
65. Declarant specifically reserves the right to grant specific easements for local service over any Lot owned by Declarant or the Homeowner's Association for the installation and maintenance of utilities required to develop and service the Subdivision.
66. At such time after the Declarant has turned over complete control of Homeowner's Association to the Members, a super-majority majority vote of the Board of Directors shall be required for Homeowner's Association to grant additional easements or terminate existing easements.

5. FORMATION OF HOMEOWNER'S ASSOCIATION, ASSESSMENTS, VOTING RIGHTS

67. Every Owner shall be a member of the Homeowners Association, which memberships shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the maintenance of roads, streets, lighting entrances, common areas, fences, landscaping, sprinkler systems, light fixtures and related bulbs and other reasonable expense.

(b) The right of the Association to suspend the voting rights of an Owner for any period not to exceed (sixty) 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or authority for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is approved by two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose;

(d) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;

(e) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is approved by two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose; and

(f) The right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or any other purpose or reason.

68. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership and no additional property (as defined in the Declaration of Covenants, Conditions and Restrictions for Greywood at Hammett) remains which may be made subject to the terms of the Declaration;
- (ii) the expiration of ten (10) full years after the recordation of the Declaration of Covenants, Conditions and Restrictions for Greywood at Hammett;
- (iii) when Declarant elects by notice to Association in writing to convert their Class B membership to Class A membership.

69. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. While Declarant is in control of the Homeowner's Association, Declarant shall not levy any assessments or other charges against an Owner to be used by Declarant to pay for capital improvements or administrative fees and expenses incurred by Declarant related to the development of the Subdivision by Declarant.

70. Purpose of Assessments.

- (a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Greywood at Hammett and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials management and supervision, the payment of taxes assessed against the Common Area; all internal subdivision streets and sidewalks (as they are privately owned by the

Association), cul-de sac islands, subdivision signage, entrance monuments, parks, sidewalks, street name and traffic control signage, storm water detention facilities and ponds, the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated right-of-way), gates, drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area if any; the maintenance of dams and areas surrounding such water; the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architectural Committee; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense. THE DECLARANT SHALL NOT BE LIABLE IN DAMAGES TO THE ASSOCIATION OR ANY OWNER BY REASON OF DECLARANT'S FAILURE TO CONTRIBUTE TO THE CAPITAL RESERVE OF THE ASSOCIATION BY REASON OF DECLARANT'S EXEMPTION FROM THE ANNUAL ASSESSMENT TO BE LEVIED BY THE ASSOCIATION, OR DECLARANT'S MISTAKE IN JUDGMENT AND/OR NEGLIGENCE ARISING OUT OF OR IN CONNECTION WITH THE ESTABLISHMENT OF THE ANNUAL ASSESSMENTS HEREUNDER AND THE CAPITAL RESERVE FUND TO BE FUNDED THEREFROM.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be

held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of Properties.

71. The initial annual assessment shall be set by the Declarant; provided; however, that effective January 1 of the year immediately following the conveyance of the first Lot to an Owner, Declarant shall have the right to make a one time adjustment to the annual assessment due hereunder to account to the Association for any deficiency in the initial annual assessment set by Declarant as compared to the actual costs incurred by the Association during such period to meet the Association's maintenance obligations hereunder ("Declarant Adjustment"). The annual assessment shall be paid in monthly installments on a calendar year basis unless changed by the Declarant or the Board of Directors of the Association, as applicable.
72. From and after the Declarant Adjustment, if any, the maximum annual assessment may be increased each year not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the membership. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten (10%) percent only by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
73. 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, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the Subdivision, provided that any such assessment shall have the assent to two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.
74. Written notice and the proposed agenda of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and proposed agenda requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No

such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

75. The annual assessment shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Area expenses, including reserves. The Declarant or the Board, as applicable, shall take into account the number of Lots subject to assessment hereunder on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. In determining the level of assessments, the Declarant or the Board, as applicable, in its discretion, may consider other sources of funds available to the Association.
76. An Owner may, at its own expense, and upon reasonable notice to the Homeowner's Association, conduct an audit of the Homeowner's Association records to determine the accuracy of any such records. The Owner or Owner's requesting the audit shall pay the cost of the audit, except that the Homeowner's Association shall pay the cost of the audit if the audit reveals that the statements required the Owners to pay in excess of five percent (5%) over the amount the Owners should have paid. The Board shall provide any Owner with a quarterly and/or annual financial statement for the Homeowner's Association upon the written request of any such Owner.
77. Notwithstanding the foregoing and for so long as Declarant owns unsold Lots, Declarant may set the initial annual assessment for Lots owned by Declarant and Builders that are not occupied by completed residences at a rate substantially lower than that charged against Lots with completed residences located thereon requiring maintenance, so long as Declarant substitutes the annual assessments that would otherwise be due against any such Lot for any fiscal year by payment of a subsidy from Declarant to cover the costs of maintaining the Common Areas and administering the Association. Any such subsidy shall be conspicuously disclosed as a line item in the budget, shall be made known to the Owners and shall not be treated as a loan from the Declarant to the Homeowner's Association. Notwithstanding the foregoing, Declarant shall not be required to pay any amount to the Association in excess of the amount that Declarant would be obligated to pay for the Lots owned by Declarant at the uniform rate of assessment for all Lots in the Property. To the extent that the annual assessments collected from all Owner's and the Declarant at the uniform rate in any fiscal year are insufficient to pay all costs of maintaining the Common Areas and administering the Association, Declarant, may, but shall not be obligated, to loan monies to the Association on a five percent (5%) compounded annually interest rate to fund any such deficits.
78. The annual assessments provided for herein shall commence on the dates determined by the Declarant. Annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified 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 the date of its issuance.

79. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. The Association may bring an action at law or equity against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in same manner that mortgage liens are foreclosed upon in South Carolina.
80. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments 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.

6. MISCELLANEOUS

81. In the event an improvement, dwelling, or structure is damaged or destroyed, including accidental damage or destruction, and the Member owning the same does not begin repair or reconstruction within thirty (30) days following the damage or destruction, the Member shall remove or cause to be removed, at its expense, any damaged improvement, dwelling, structure and all debris from the Lot, so that it shall be placed in a neat, clean, and safe condition; and if the Member fails to do so within thirty (30) days, the Homeowner's Association may cause the debris to be removed. All costs and expenses of removal incurred relating to such action by the Homeowner's Association shall be immediately reimbursed by the Lot Owner(s) to Homeowner's Association. In the event such reimbursement does not occur within thirty (30) days following demand from Homeowner's Association, the outstanding sum shall be deemed to be an assessment and processed pursuant to the provisions set forth in Section 5 herein.
82. Any improvement, dwelling, or structure which has been damaged or destroyed, in whole or in part, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the By-Laws of the Association.
83. Declarant reserves the right to annex other property in the same general area of the Subdivision into the Subdivision. Such annexation shall be accomplished by the recording of an appropriate document in the Office of Register of Deeds, Greenville County, South Carolina, in which the additional property is adequately described. All such annexed property shall be deemed to be part of the Subdivision for all purposes herein set forth as though it had been described herein. The Declarant shall not be required to annex any additional property into the Subdivision. The Declarant shall not be required to follow any predetermined order of development for the Subdivision. The Declaration applicable to annexed properties or other portions of

the Subdivision shall be compatible with, but need not be identical to, the covenants, conditions, easements and restrictions set forth in this Declaration.

84. Notwithstanding anything to the contrary, Declarant and the Homeowner's Association may formulate and impose rules and regulations governing the use of the Common Area, including private roads and sidewalks, and other property into the Subdivision.
85. Notwithstanding anything to the contrary and so long as Declarant owns portions of the Property, Declarant shall have the right to replat or revise the recorded plats relating to any portion of the Property without the consent of the Board, the Homeowner's Association, the Architectural Committee or any Owner, other than the Owner(s) of the Lots in which the boundaries are altered, including revisions that change the location and configuration of the private roadways and utilities that serve the Subdivision.
86. If the undersigned, or their 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 real property situated in said 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 her or them from so doing or to recover damages or other dues for violation.
87. Failure by Homeowner's Association, or any Owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.
88. Until such time as Declarant relinquishes control of Homeowner's Association to its Members, Declarant is empowered to perform the functions that will be performed by Homeowner's Association, 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 Assessment imposed, pursuant to Article 5 herein, for the purposes therein provided.
89. All Members shall, prior to entering into a contract to sell a Lot or House, Shall supply the potential purchaser with a copy of this Declaration for the purposes of making the potential purchaser knowledgeable of this Declaration and the covenants, conditions, easements and restrictions contained herein.
90. Each Member shall be responsible for the continuing conformance of his or her or their Lot, House, and property with the covenants, conditions, easements and restrictions specified in this Declaration.
91. Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

92. The Declarant and the Board of Homeowner's Association shall have the power to interpret the words, terms, and intent of this Declaration and its covenants, conditions, easements and restrictions, including, but not limited to, the meaning of words and terms whose applicability may have changed or become obsolete due to the passage of time.
93. Any successors or assigns (the "Successor Declarant") of the Declarant shall assume the rights and obligations of the Declarant only upon the recording of a written instrument executed by the Successor Declarant and the Declarant in the Office of Register of Deeds, Greenville County, South Carolina, stating that the Successor Declarant has assumed the rights and obligations of the Declarant; and the Declarant has relinquished said rights and obligations.
94. After turning over control of the Homeowner's Association to the Members, this Declaration may be amended upon a vote of a super-majority the then number of Members. No amendment shall be allowed to cause the Declarant's rights under this Declaration to be diminished without the express written consent of Declarant.
95. Paragraph numbering herein listed shall be only for the convenience of reading this instrument, except where references are made to Assessments in Section 5.

[SIGNATURE IS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has hereunto set their hands and seals
this 26th day of October, 2007.

Declarant:

GREYWOOD AT HAMMETT, LLC

Samantha Hall
Witness

By: Gerald Padgett

Kimberly J. Sandoz
Witness

Title: Authorized Member

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 Greywood at Hammett, LLC, by its duly authorized officer Gerald Padgett, sign, seal, and as its act and deed, deliver the within-written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Samantha Hall

Sworn to before me this
26th day of October, 2007.

Kimberly J. Sandoz
Notary Public for South Carolina

My commission expires: 7/26/09

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