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23 Pgs
REST Book: DE 2509 Page: 1067 - 1089
March 27, 2017 03:06:48 PM
Rec: $29.00
FILED IN GREENVILLE COUNTY, SC

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR BELLA GROVE AT HOLLINGSWORTH PARK

THIS DECLARATION is made, published and declared as of this 7th day of February 2017, by Verdae Development, Inc., a South Carolina corporation, with offices at 340 Rocky Slope Road, Suite 300, Greenville, SC 29607 (the "Declarant"), being the Owner of the real property more particularly described in Exhibit "A" attached hereto (the 'Property"), binds itself and any and all persons, firms or corporations hereafter acquiring any of the Property. The covenants, conditions and restrictions imposed by this instrument also are in addition to those imposed by the Amended and Restated Master Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Verdae, Greenville, South Carolina and ("Master Declaration") recorded in the Office of Register of Deeds for Greenville County on November 27, 2007 in Deed Book 2302 Page 642 and any amendments thereto; and by the Declaration of Building Site Covenants, Conditions and Restrictions for Bella Grove (the "Building Site Declaration") recorded in the Office of Register of Deeds for Greenville County in Deed Book 2499, Page 4073, and any amendments thereto.

WHEREAS, the Property consists of residential lots, together with certain common areas for the use, benefit and enjoyment of the owners of the lots in common with each other; and

WHEREAS, it is to the benefit, interest and advantage of the Declarant, the Lot Owners, and of each and every person or other entity hereafter acquiring any interest in the Property that certain covenants, restrictions, easements, assessments and liens governing and regulating the use and occupancy of the same be established, fixed, set forth and declared as covenants running with the land;

NOW, THEREFORE, in consideration of the premises, it is hereby declared that all or any portion of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I.
DEFINITIONS

The following words when used in this Declaration shall have the following meaning:

Section 1. "Additional Property" shall mean any and all real property lying and being within the area bounded by Laurens Road, Interstate Highway I-85 and Woodruff Road.

Section 2. "Association" shall mean and refer to Bella Grove Homeowners' Association, Inc., a nonprofit, non-stock corporation incorporated under the laws of the State of South Carolina, its successors and assigns.

Section 3. "Common Areas" shall mean all real property and improvements thereon owned or to be owned by the Association for the common use and enjoyment of the Members of the Association. The Common Areas to be owned by the Association are to include the areas designated as "Open Space" or "Common Areas" on a plat entitled "Bella Grove at Hollingsworth Park" prepared by Freeland & Associates, Inc., and recorded in Plat Book 1263, Page 3, as may be amended from time to time, and shall be conveyed to the Association by the Declarant as hereinafter provided in this Declaration.

Section 4. "Declarant" shall mean Verdae Development, Inc., a South Carolina corporation, with offices at 340 Rocky Slope Road, Suite 300, Greenville, SC 29607, its successors and assigns.

Section 5. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, including the exhibits attached hereto, as may be amended from time to time.

Section 6. "Improvements" shall mean the structures, walls, pavement, plantings and other additions built or placed on the Lots. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot. In the event that, by reason of construction, settlement, reconstruction or shifting of the Improvements, any minor part of the Improvements reasonably intended for a particular Lot lie outside that Lot, an easement of use shall apply thereto in favor of the Lot to be benefited.

Section 7. "Lot" shall mean and refer to the parcels of land designated as numbered lots on the Plat (as hereinafter defined), including any additional Lots that may be shown on future plats of the Property.

Section 8. "Master Declaration" shall mean and refer to that Amended and Restated Master Declaration of Protective Covenants, Conditions, Restrictions, and Easements for Verdae, Greenville, South Carolina and ("Master Declaration") recorded in the Office of Register of Deeds for Greenville County on November 27, 2007 in Deed Book 2302 Page 642 and any amendments thereto

Section 9. "Member" shall mean and refer to every Person who holds membership in the Association.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance

of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 11. "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 12. "Plat" shall mean that plat entitled "Bella Grove at Hollingsworth Park" prepared by Freeland & Associates, Inc., dated August 3, 2016 and recorded in Plat Book 1263, Page 3.

Section 13. "Property" shall mean that real property described in Exhibit "A" attached hereto and such additional real property as may hereafter be subject to this Declaration.

Section 14. "Verdae Association" shall mean and refer to the Verdae Owners Association, Inc., a South Carolina nonprofit corporation.

ARTICLE II.
ANNEXATION OF ADDITIONAL PROPERTY

The Declarant may, at any time, and from time to time, prior to twenty (20) years from the date hereof, subject all or part of the Additional Property to the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration by executing and recording in the Office of the Register of Deeds for Greenville County, South Carolina an amendment to this Declaration describing the property being annexed. The Declarant further shall have the right to convey to the Association Common Areas contained within such Additional Property, the maintenance of which may increase the common expenses of the Association as provided elsewhere herein and may increase the amount of Annual Assessment which shall be levied against each Lot.

From and after such recording, the annexed property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration, including, without limitation, all lien and assessment provisions set forth in this Declaration, and all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration shall be a permanent charge on, and shall run with, such annexed property.

In addition to the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this Declaration, Declarant shall further have the right at its election, without the consent of any Owner or Owners, to subject any such annexed property to additional controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens by filing a Supplemental Declaration containing provisions applicable only to such annexed property. The Association shall have the right and authority to enforce all controls, covenants, conditions, restrictions; easements, and developments contained in such Supplemental Declaration. Any such Supplemental Declaration may supplement, create

exceptions to, or otherwise modify the terms of this Declaration as it applies to the annexed property in order to reflect the different character and intended use of such property.

No approval from any member of the Association, or from anyone else whomsoever, shall be required for the Declarant to subject Additional Property to this Declaration.

ARTICLE III.
THE ASSOCIATION

Section 1. Members. Every Person who is a record Owner of a fee simple or undivided fee simple interest of any Lot within the Property shall be a Member of the Association, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Property. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of a Lot, each Owner(s) of a Lot being entitled to one (1) vote for each Lot owned, regardless of the number of lots used in connection with his residence, except the Declarant, which shall be entitled to three (3) votes for each Lot owned by it. After the expiration of twenty (20) years from the date of this Declaration, Declarant shall only be entitled to one (1) vote for each Lot still owned by it.

Section 3. Secured Parties. No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as Owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.

Section 4. Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast, in person or by proxy (provided a quorum exists), shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the Articles of Incorporation, or this Declaration, or of the Association's Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any such meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 5. Proxies. A Member may appoint any other Member or the Declarant or any other person permitted by law or by the Association's Bylaws as his proxy. In no case may any proxy (except the Declarant) cast a vote by proxy on behalf of more than one Member. Any

proxy must be in writing and must comply with all requirements imposed by law or by the Association's Bylaws. In the event that the Declarant causes written proxies to be delivered to lot owners and such proxies are not returned within thirty days from the date they are postmarked, the lot Owner will be deemed to consent to the appointment of the Declarant to serve as his proxy for the purpose of casting any vote(s) on any matters on which the proxy was solicited.

Section 6. Quorum. The presence, either in person or by proxy, of Members representing at least ten percent (10%) of the total votes entitled to be cast shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum, no business may thereafter be transacted.

Section 7. Notice to Declarant. Timely notice of all formal and informal meetings of the Association and any of its Boards, including, but not limited to, the Board of Directors, shall be given to the Declarant for a period of twenty (20) years from the date of this Declaration. The Declarant or its successor or designee shall have the right to attend any such meetings. Notice shall be provided to the Declarant in the same manner as provided to the Members. Minutes of all meetings shall be timely provided to the Declarant throughout the twenty (20) year period. The right to receive notice and minutes and the right to attend shall continue throughout the twenty (20) year period even if the Declarant no longer has an ownership interest in any of the Property.

Section 8. Turnover by Declarant. Upon the sale by the Declarant of all of the Lots subject to this Declaration, or sooner if Declarant should so elect, the Declarant shall convey, transfer, and assign to the Association and the Association shall accept, Declarant's right, title, and interest in and to the Common Areas and common facilities (as then existing), reserving and excepting from such conveyance, transfer, and assignment, however, any rights, privileges, and easements granted herein to the Declarant as an Owner or otherwise reserved by it hereunder. However, notwithstanding the foregoing, if Declarant sells all of its remaining Lots to a successor Declarant along with an assignment of Declarant's rights and obligations hereunder, such event shall not trigger any conveyance, transfer or assignment to the Association as provided herein.

ARTICLE IV.
OWNER'S EASEMENTS OF ENJOYMENT

Every Owner shall have a right and easement of enjoyment in and to the Common Areas, as herein defined, and such easement 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 provide for and establish easements and rights-of-ways on all streets and alleys, and to regulate parking, and motorized and non-motorized vehicular traffic within the Property;

(b) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Areas which the Association is to maintain;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members;

(d) The rights of the Association to promulgate reasonable rules, regulations and fees concerning the use of the Common Areas in the Property.

ARTICLE V.
ASSOCIATION'S OBLIGATIONS FOR MAINTENANCE AND REPAIR

The Association shall provide for and pay the maintenance expenses for the Common Areas; the maintenance of any subdivision monuments and street lighting for the Property; the landscaping and maintenance of the Common Areas and the unenclosed areas within any planting gallery or landscape easements; the maintenance of the irrigation system for the landscaped areas for which the Association is responsible; and the maintenance, in part, of the storm water management system and detention pond facility serving the Property. The Association will also contract for the maintenance of the individual yards on each Lot in the Property; for the delivery of mail to a community mail kiosk or individual houses or mailboxes at the Property. The real property taxes on the Common Areas, if any, shall also be paid for by the Association. Except as otherwise specifically provided in this Declaration, each Owner shall be responsible for the maintenance of such Owner's Lot and all improvements located thereon in a manner consistent with the requirements of this Declaration.

ARTICLE VI.
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments to be fixed, established and collected from time to time as hereinafter provided. (Annual and special assessments are sometimes collectively referred to herein as "assessments.") Annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment also shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Notwithstanding any other provisions hereof to the contrary, the Declarant reserves the right to waive any or all assessments against any or all builders during all or part of the construction and/or marketing period(s) when the Lot is owned by the builder.

Pursuant to the Master Declaration and the Building Site Declaration, if the Association fails to pay all or any part of assessments levied with respect to the Property pursuant to either the Master Declaration or Building Site Declaration, a pro rata portion of the delinquent assessment shall become a personal obligation of each Lot Owner and Verdae Development, Inc. or the Verdae Owners Association, as the case may be, shall have the right to place liens directly against individual Lots to the extent of such Lot Owner's pro rata share of the delinquent amount.

Section 2. The annual assessments and special assessments levied by the Association and payable to the Association are separate from and in addition to any Community Enhancement Fee assessed against any Lot pursuant to the Master Declaration.

Section 3. Annual Assessments of the Association. Annual assessments shall be each Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

(a) The cost of all operating expenses of the Association, including the cost of management of the Association or any of its functions by a third party, and all services furnished;

(b) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

(c) The cost of extended liability insurance and the cost of such other insurance as the Association may effect;

(d) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for maintenance, repair and replacement;

(e) The estimated cost of repairs, maintenance and replacements of the subdivision monuments, fence and landscaping in the Common Areas, and maintenance and repair, in part, of the detention pond, and any other item for which the Association may be responsible;

(f) The cost of yard maintenance, which may include grass cutting, edging, shrub and tree trimming, chemical treatments and installation of mulch in bed areas once a year, so long as the Association contracts for such yard maintenance for every Lot or portions thereof. Such yard maintenance will not include plant and sod replacement, operation, repairs or replacement of irrigation systems or any other services considered above and beyond basic maintenance, all of which shall be completed by each Owner at such Owner's expense; and

(g) All dues, fees, assessments and other charges assessed by the Verdae Owners Association.

Except as provided in Section 11 of this Article VI, the Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The Board of Directors may increase the amount of the annual assessment by no more than fifteen percent (15%) above the preceding year's assessment without the consent of Members representing two-thirds (2/3) of the total number of votes eligible to be cast. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors and may at the option of the Board of Directors be collected monthly, quarterly or annually. The Association shall, upon demand and for a reasonable charge, furnish a letter signed by an officer of the Association setting forth whether the assessment on a specific Lot has been paid.

Section 4. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board of Directors may consider necessary, provided that such assessment shall have the assent of the Members representing two-thirds (2/3) of the total number of votes eligible to be cast. A notice of any meeting at which a proposed Special Assessment will be put to vote shall set forth the purpose of the meeting and shall be sent to all Members at least ten (10) days in advance of such meeting.

Section 5. Non-Payment of Assessment. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon, any late charge assessed as hereinafter provided and the cost of collection thereof, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. To evidence the lien of any unpaid and delinquent assessments, the Board of Directors shall prepare a written notice setting out the amount of the unpaid indebtedness, the name of the Owner of the Lot, and description of the Lot. Said notice shall be signed by a member of the Board and, if not paid within thirty (30) days following the execution of the notice by the Board member, may be recorded in the Office of the Register of Deeds for Greenville County, South Carolina without the signature of or any further consent of the Owner. The personal obligation of the Member to pay such assessment shall, however, remain his personal obligation for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration or the Association's Bylaws, or of any installment thereof, may be maintained without foreclosing or waiving the lien created herein.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within thirty (30) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of South Carolina, and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or late charge as the said Board may fix. The Association may bring an action at law against the Member personally obligated to pay the same

or foreclose the lien against the Lot or Lots subject to prior mortgages or deeds of trust upon the Lot or Lots, then belonging to said Member; in either of which events, the Association may collect from the said Member interest, costs and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Upon any default in the payment of any assessment, the Board of Directors shall have the right to secure the payment through notice to those in possession of the Lot. The Association may enforce its lien by whatever means available, including filing suit for foreclosure in the appropriate court.

All rights, remedies, and privileges granted to the Board of Directors or a Lot Owner, pursuant to any terms, provisions and covenants or conditions of the Declaration and the Association's Bylaws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Declaration and the Association's Bylaws or at law or in equity.

The Association may notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of ninety (90) days.

Subject to any applicable requirement of a Governmental Authority, the Association shall also have the power and authority to impose and assess fines and suspend temporarily voting rights if any Assessments or any portion thereof are not paid within 60 days from the date when such Assessments become due.

Section 6. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 7. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, and in addition to the rights enumerated in Article XII below, the lien of any assessment levied pursuant to this Declaration upon any Lot shall be subordinate to and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure or any other proceeding in lieu of foreclosure. Any such delinquent assessments which are extinguished pursuant to the foregoing provisions may be reallocated and assessed to all Owners as a common expense, including the purchaser at foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment which

said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof shall join in the execution of such amendment.

Section 8. Additional Default. Any recorded first mortgage secured by a Lot in the Property may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby), but the failure to include such a provision in any such mortgage shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason this Article shall not be altered, modified, or diminished by reason of such failure.

Section 9. Uniform Value of Assessment. Both annual and special assessments must be fixed at a uniform rate for all comparable Lots and may, at the election of the Board of Directors, be collected on a monthly, quarterly, semi-annual, or annual basis. At the sole discretion of the Declarant or the Board of Directors, the annual and special assessments for an unimproved Lot may be established at a lower rate than an improved Lot.

Section 10. Due Dates of Assessments. Assessments provided for herein shall be due upon written notification by Declarant or its agent. Upon the first transfer of title to a Lot by the Declarant and upon each resale of the Lot thereafter, the purchaser shall pay at closing a prorated portion of the assessments due for the year in which the sale occurs.

Section 11. Declarant's Responsibility for Assessments and Contributions to the Budget of the Association.

During the development of the Property, Declarant shall pay to the Association, in lieu of assessments which would otherwise be levied against Lots owned by the Declarant, an amount sufficient to cover any operating deficit in the Association's budget. At any time, however, the Declarant may elect instead to pay assessments in the same amounts and in the same manner as all other Owners.

ARTICLE VII.
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. An "Architectural Control Committee" is hereby established. The initial committee shall consist of one or more persons appointed by Declarant. These individuals shall serve until they resign from the Committee by written notice to the Board of Directors of the Association or are until they are replaced by the Declarant. Declarant, at its sole discretion, may at any time appoint additional member(s) to the Architectural Control Committee. The Architectural Control Committee shall have the authority to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or

authorizations contained herein. The Architectural Control Committee has formulated an architectural design manual for the design and construction of homes built on the Lots. Upon the sale by the Declarant of all of the Lots subject to this Declaration, or sooner if Declarant should so elect, the Declarant shall convey, transfer, and assign to the Board of Directors of the Association the right to appoint the Architectural Control Committee, which shall be thereafter composed of three (3) or more individuals, at least one of whom at all times thereafter shall be a licensed architect. However, notwithstanding the foregoing, if Declarant sells all of its remaining Lots to a successor Declarant along with an assignment of Declarant's rights and obligations hereunder, such event shall not trigger the assignment to the Board of Directors of the Association as provided herein.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violations. No structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within the Property, nor shall any existing structure, fence or barrier upon any Lots be altered in any way which substantially changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any changes in landscaping, without the written consent of the Architectural Control Committee; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Control Committee, but in any event shall include:

(a) A site plan of the Lot showing the nature, exterior, color scheme, kind, shape, height, materials, and location with respect to said Lot (including proposed front, rear, and side setback) of all structures, fences or barriers, and location of all parking spaces and driveways on the Lot;

(b) Grading and landscaping plans with indications of yard plantings of the particular Lot. No Owner shall cause the removal of any trees exceeding four inches in diameter without the prior written approval of the Architectural Control Committee;

(c) A written plan of landscaping must be submitted to and pre-approved in writing by the Architectural Control Committee prior to the installation of landscaping, hardscaping or alterations thereto. This plan shall include a drawing to show location, variety and size of all plant materials. Any proposed removal of any tree exceeding four inches in diameter must be pre-approved in writing by the Architectural Control Committee. The plan must also show the location and description of all fences, walls, benches, garden lighting, rocks, fountains, statuary, gazebos, flags, porch, awnings, ornamental structures, swing sets, children's play equipment, basketball goal, trampoline and so forth. No artificially colored rocks or plastic flowers, plastic animals, plastic pinwheels, plastic streamers or the like shall be permitted on the porches, balconies or yards of any lot.

The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Control Committee's discretion as to any such matter. No change of policy shall revoke or rescind approval of plans previously submitted and approved, provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on the uses of the Lot in question.

If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or any new use commence on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and upon written notice from the Architectural Control Committee any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or altered, and such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry. The costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question which may be enforced in the same manner as the lien for assessments established in Article VI above.

All builders shall notify the Declarant via e-mail or first class mail that they have submitted a request for a "Certificate of Occupancy", and such notification shall be e-mailed or post-marked no later than within twenty-four hours after such request is submitted. The purpose of this requirement is to give the Declarant ample time to file a Notice of Violation in the public records or take any other or additional steps it deems necessary to ensure compliance with the provisions of these restrictions.

The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted. The initial fee for such examination shall be set by the Architectural Control Committee and may be changed from time to time. The initial fee will be submitted in advance by the Owner at such time as the Owner purchases a Lot.

The Declarant or any agent of the Declarant or of the Architectural Control Committee may, at reasonable times, or at any time in the event of an emergency, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structure thereon are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful acts by reason of such entry or inspection. Notwithstanding the foregoing, neither the Declarant nor any agent of the Declarant or of the Architectural Control Committee shall have the right to enter into any completed residence without the prior permission of the Owner or occupant. The Association or any Owner of any Lot contained within the Property shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein contained or otherwise contained in any deed to any Lot.

Should a request to the Committee come from a Committee member, the other members of the Committee shall elect a disinterested Lot Owner to take the place of the Committee member making the request.

Section 3. Bella Grove Construction Bond. Any builder constructing a home on any Lot within Bella Grove shall be required to post a bond with the Declarant or the Association in the amount of $5,000 to cover any damage caused by such builder to the Common Areas or infrastructure within Bella Grove.

ARTICLE VIII.
RESTRICTIVE COVENANTS

Section 1. Residential Use. The Lots shall not be used except for single-family residential purposes.

Section 2. Prohibited Uses and Nuisances. In order to provide for the congenial occupation of the homes within the Property, and to provide for the protection of the value of the entire development, the use of the residences shall be in accordance with the following provisions:

(a) The Property is hereby restricted to residential dwellings for single-family residential use. All buildings or structures erected upon the Property shall be of new construction, and no buildings or structures shall be moved from other locations onto the Property, and no subsequent buildings or structures, other than single-family houses shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any portion of the Property at any time as a residence, either temporarily or permanently. Nothing herein shall prohibit the construction of a "mother-in-law" suite, "carriage house" or similar structure with a separate kitchen provided that such structure has been pre-approved by the Architectural Control Committee and is not in violation of any building code or zoning ordinance of the City of Greenville.

(b) Each Lot shalt be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Plat.

(c) Notwithstanding any provisions herein to the contrary, it shall be permissible for the Declarant to maintain a business office, and for the Declarant and the builders to maintain, during the period of the sale of said Lots, upon such portion of the premises as Declarant deems necessary, such facilities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, including, but without limitation, a storage area, construction yard, a marketing sign, model home, and a sales office, all of which must comply with the City/County of Greenville Code of Laws.

(d) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of said Lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Animals must be kept on a leash and be under the physical control of a responsible person at all times while outdoors. Any feces left upon a Lot or the Common Areas by an animal must be immediately removed by the owner of the animal or the person responsible for the animal. No animal determined to be dangerous, in the Board's sole and absolute discretion, may be brought onto or kept on the Property at any time. The Board may remove without notice any animal that presents an immediate danger to the health, safety or property of any resident. Each Owner who keeps an animal on the Property agrees to indemnify and hold the Association and its directors, officers and agents harmless from any loss, claim or liability of any kind whatsoever arising by reason of such animal.

(e) The Declarant shall provide one post and sign on each lot for marketing purposes. Once under construction, the builder shall install the construction box to the existing post on the lot. No other signage is allowed without the express permission of the Declarant. Once construction is completed, the Declarant shall remove the post and sign.

(f) Only one sign shall be allowed on each Lot for marketing purposes. The sign may be a "for rent" sign, a "for sale" sign, or a builder's sign. No sub-contractor, material provider, architect, landscaper, designer nor any other party may post any sign without the express permission of the Declarant, but it is permissible for the names of any such entity to appear on a sign along with that of the builder. No sign shall be larger than five square feet. No business activity of any kind whatever (excepting home offices) shall be conducted in any building or in any portion of said Property; provided, however, that builders are permitted to present their houses as model homes and allow them to be used as sales offices during the development and sales period of Lots in the Property. The builders are not permitted to operate their construction businesses out of the model homes.

(g) All equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of the drives and street. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Garbage cans shall be promptly removed from the street after all regularly-scheduled trash pickups.

(h) Without prior written approval and the authorization of the Architectural Control Committee, no exterior television or radio antennas or satellite dishes of any sort shall be placed, allowed, or maintained upon any portion of the improvements located upon the Property nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna. However, nothing in this section shall be deemed to prohibit video antennas or satellite dishes less than one meter in diameter. All antennas and satellite dishes must comply with all applicable governmental ordinances and regulations, and cannot be visible from the street or the front of the Lot.

(i) No recreational vehicles, boats, boat trailers, house trailers, camping trailers, utility trailers, motorcycles, mopeds, four-wheelers, or similar type items, nor any vehicle deemed by the Association in its sole discretion to be a recreational vehicle shall be kept other than in the garage or otherwise screened from the view of neighbors or the streets. No commercial vehicles, including but not limited to work trucks, vehicles with ladders or pipes or racks for ladders and or pipes, or vehicles with promotional signs, decals, paint jobs and the like (even if used exclusively for personal use) or any vehicle deemed by the Association in its sole discretion to be a commercial or commercial-type vehicle shall be kept other than in the garage or otherwise screened from the view of neighbors or the streets. No cars, trucks, vans, SUVs, or similar type items shall be kept on the street overnight other than to accommodate an Owner's guest directly in front of the Owner's Lot for no more than one week.

(j) Owner shall be responsible for yard maintenance in accordance with Article VI, Section 3(f) and shall further be responsible for the routine and seasonal operation of the irrigation system for the proper watering of the Owner's Lot as well as any grass, shrubs, plants and trees in the Common Areas adjacent to such Owner's Lot. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such Lots and replaced by the Owner; however, the Association, and not the Owner, shall be responsible for replacing trees in the Common Areas adjacent to such Owner's Lot. Should an Owner refuse or neglect to comply with the terms of this paragraph, Declarant or the Association, at its option and its discretion, may perform such acts of maintenance, repair or restoration which are the responsibility of such Owner; in such event, the Owner shall be obligated to reimburse Declarant or the Association for the cost of such work The costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question which may be enforced in the same manner as the lien for assessments established in Article VI above. No such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

(k) No Owner or Owners shall allow garage doors to remain open for more than a reasonable time for vehicles entering or exiting the garage and for reasonable periods for yard and residence maintenance.

(l) No obnoxious or offensive activity shall be carried on upon any Lot in this planned development nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within the Property.

(m) No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be place or stored in the street or between the curb and property lines. Building materials shall not be stored on neighboring or adjacent Lots without the prior written consent of the Lot Owner and the Board of Directors.

(n) There shall be no violation of this Declaration nor of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby authorized to adopt such rules. The Association shall in addition to other remedies provided by law and by these Declarations, also have the power and authority to impose and assess fines up to an amount of $50 per day as long as the violation continues. The amount of any unpaid fines shall constitute a lien upon the Lot in question which may be enforced in the same manner as the lien for assessments established in Article VI above. Failure by the Association to enforce any covenant or restriction herein shall not be deemed a waiver of the right to do so thereafter.

(o) All Lots, with the exception of Lot 57, are served by a service drive and those garages must be rear facing, permitting vehicular access only over the service drives.

(p) No Lot Owner may park in or otherwise impede or interfere with the free flow of traffic through the service drives.

(q) No noxious or offensive activities or uses shall be carried out upon any Lot, nor shall anything be done thereon which is or is likely to become an annoyance or nuisance to the neighboring Lots or Owners. Uses which constitute a nuisance include but shall not be limited to odor, dust, fumes, smoke, noise, vibration, electrical or mechanical disturbance, refuse matter or water carried waste, display of vulgar or unsightly objects, and any other use which is deemed reasonably objectionable by reason of its adverse effects on adjoining or neighboring Lots or which in any way might endanger the health or unreasonably disturb any adjoining or neighboring Owner, resident or guest thereof.

(r) Declarant or its designee reserves the right to impose additional or separate restrictions upon any Lot at or prior to the time of sale of such Lot by Declarant, or its designee, which additional or separate restrictions may not be uniform, but may differ as to different Lots.

(s) No fireworks, firecrackers, sparklers, or pyrotechnics of any kind shall be stored or used on the Property.

Section 3. Right of Declarant to Buy Back Lots. Construction must commence on each Lot within one (1) year of the closing date on which a Lot is sold by the Declarant to the first transferee. In the event that construction has not commenced within the one-year period, Declarant shall have the right, but not the obligation, to repurchase the Lot at any time thereafter from the Lot Owner, at the same price and on the same terms that the Lot Owner acquired the Lot. The provisions of this section shall be binding on the original Lot Owner and all subsequent transferees. Nothing in this section, however, shall prevent the Declarant and Lot Owner from contractually waiving, extending, or modifying the provisions of this section, in which event any such contractual waiver, extension, limitation or modification signed by the Declarant shall

control. Should any Lot Owner fail to comply with the provisions of this section and Declarant is forced to seek legal redress for same, the Owner hereby agrees to pay all reasonable and actual out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by Declarant in enforcing any of the rights, powers, remedies and privileges of Declarant hereunder, whether prior to the commencement of judicial proceedings and/or thereafter at the trial and/or appellate level and/or in pre- and post-judgment or bankruptcy proceedings.

Section 4. Prohibition against Subdividing Lots. No lot may be subdivided or combined with another Lot for any purpose.

ARTICLE IX.
COMMON EASEMENTS

Section 1. Easement for Utilities, Etc. Declarant hereby reserves for itself and its designees (including without limitation, the City/County of Greenville or any utility) blanket easements upon, across, over and under all of the Common Areas and to the extent shown on any plat over the Lots for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, security, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of the Property described on Exhibit "A."

ARTICLE X.
LEASING

Section 1. Each Owner covenants and agrees that any lease of a Lot shall provide that the tenant shall comply with all provisions of the Declaration, the Association's Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. Only Lots containing a completed residence may be leased and leases of Lots shall be in writing for a term of not less than six (6) months and shall not provide for the lease of less than the entire Lot and all Improvements located thereon. Each Owner shall be responsible for inserting a provision in any lease informing the tenant that such lease is subject to the terms of this Declaration, and a copy of any lease (with tenant contact information) shall be deposited with the Association on or before its effective date. The Owner shall cause all occupants of his or her Lot to comply with the Declaration, the Association's Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Lot are also fully liable and may be sanctioned for any such violation. If the tenant, or a person living with the tenant, violates the Declaration, the Association's Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the tenant by the Association, and such fine may be assessed against the tenant. If the fine is not paid by the tenant within the time period set by the Association, the Owner shall pay the fine

upon notice from the Association of the tenant's failure to pay the fine. Unpaid fines shall constitute a lien upon the Lot in question which may be enforced in the same manner as the lien for assessments established in Article VI.

Any violation of the Declaration, the Association's Bylaws, or rules and regulations adopted pursuant thereto by the tenant, any occupant, or any guest of tenant, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with South Carolina law. The Owner hereby delegates and assigns to the Association, acting through its Board of Directors, the power and authority of enforcement against the tenant for breaches resulting from the violation of the Declaration, the Association's Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the tenant as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the tenant, any costs, including reasonable attorneys' fees actually incurred and court costs associated with the eviction shall be a lien upon the Lot in question which may be enforced in the same manner as the lien for assessments established in Article VI above.

ARTICLE XI.
INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Areas. The Board shall also obtain a public liability policy covering the Common Areas, the Declarant, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar ($1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar ($1,000,000.00) limit per occurrence, and a Thirty Thousand Dollar ($30,000.00) minimum property damage limit.

Premiums for all insurance on the Common Areas shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost of the improvements. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance.

Cost of insurance coverage obtained by the Association for the Common Areas and other improvements for which the Association is responsible shall be included as an Assessment as defined in Article VI.

The Association's Board of Directors shall make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

(iv) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(v) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall make every reasonable effort to obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on the Declarant, directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

ARTICLE XII.
MORTGAGEE'S RIGHTS

Notwithstanding any other provision of this Declaration to the contrary, in addition to the provisions enumerated in Article VI above:

(i) The Association shall make available upon request to any Lot Owner and lender, and to any holder, insurer, or guarantor of any first mortgage, current copies of this Declaration, the Association's Bylaws, and other rules concerning the affairs and management of the Property, and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours.

(ii) Upon request, the Association shall furnish to any holder of a first mortgage, a financial statement for the Association's immediately preceding fiscal year.

(iii) Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) any condemnation or casualty loss that affects either a material portion of the project or the lot securing its mortgage;

(b) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;

(c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association;

(d) any proposed act that required the consent of a specified percentage of mortgage holders.

(iv) The consent of at least seventy-five percent (75%) of the votes and the consent of the Declarant, as long as it owns any land subject to this Declaration, and the approval of the eligible holders of first mortgages on Lots to which at least seventy-five percent (75%) of the votes subject to a mortgage appertain, shall be required to terminate the Association.

(v) The consent of at least sixty-seven percent (67%) of the votes and of the Declarant, as long as it owns any land subject to this Declaration, shall be required to materially amend any provisions of the Declaration, Bylaws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (i) voting; (ii) assessments, assessment liens, not including a subordination of said lien; (iii) reserves for maintenance, repairs, and replacement of the Common Areas; (iv) insurance or fidelity bond; (v) rights to use the Common Areas; (vi) responsibility for maintenance and repair of the Property; (vii) boundaries of any residential Lot; (viii) imposition of any right of first refusal or similar restrictions on the right of any Owner to sell, transfer or otherwise convey his Lot; (ix) any provisions included in the Declaration, the Association's Bylaws, and Articles of Incorporation which are for the express benefit of the holders, guarantors or insurers of first mortgages on residential units, which provisions do not set out a required number of votes to amend the particular provision.

ARTICLE XIII.
GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of twenty (20) years each. Unless specifically prohibited herein, this Declaration may be amended at any time by an instrument signed by Owners holding not less than sixty-seven percent (67%) of the votes of the membership. Any amendment must be properly recorded to be effective. During the first twenty (20) years from the date of the recording of this Declaration, any amendment must also be approved by the Declarant.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF TWENTY (20) YEARS

FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER OR FOR ANY REASON THAT THE DECLARANT DEEMS ADVISABLE FOR THE ORDERLY DEVELOPMENT OF HOLLINGSWORTH PARK, PHASE I.

Section 2. Assignment. If at any time Declarant conveys all or substantially all of its remaining Lots to any Owner, Declarant shall have the right to assign all of its rights and obligations hereunder to such Owner. 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 the Register of Deeds for 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.

Section 3. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member on the records of the Association at the time of such mailing.

Section 4. Enforcement. The Declarant, the Association, or any Member, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien upon the Lot in question which may be enforced in the same manner as the lien for assessments established in Article VI above. Additionally, the Declarant and the Association shall have the right to establish a system of fines for violations of these covenants and restrictions, and shall deliver notice of such fine system to each Member as the fine system shall be established and changed from time to time.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 6. Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 7. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

Section 9. Conflicts. This Declaration is superior to all provisions of the Association's Bylaws. In the event of any conflict between this Declaration and the Association's Bylaws, the provisions of this Declaration shall control, and in the event of any conflict between this Declaration or the Association's Bylaws and any of the laws of the State of South Carolina, the provisions of the statute shall control.

IN WITNESS WHEREOF, the undersigned have caused these presents to be subscribed to by their duly authorized representatives as of the day and year first above written.

WITNESSES:

Verdae Development, Inc.

By: _____
Richard H. Sumerel
Its: President & COO

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF GREENVILLE)

Personally appeared before me, Richard H. Sumerel, this 7th day of February, 2017, and acknowledged the due execution of the foregoing instrument as President and COO on behalf of Verdae Development, Inc.

_____ (SEAL)
Notary Public for South Carolina
My commission expires 2-13-25

Exhibit "A"

All those certain pieces, parcels or tracts of land located, lying and being in the County of Greenville, State of South Carolina, consisting of Lot 1 as shown on plat entitled "Woodruff Road Subdivision Plat for Verdae Development, Inc." dated June 17, 2016, prepared by Freeland & Associates, Inc. and being recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1242 at page 49, and having the metes and bounds set forth on said plats.