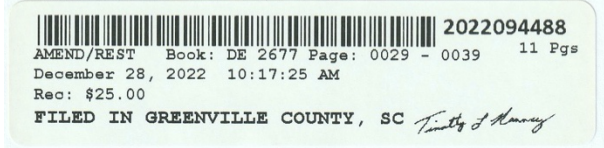


STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

AMENDED AND RESTATED RESTRICTIVE AND PROTECTIVE COVENANTS FOR  
HOLLY TRACE, SECTIONS I, II & III

The Amended and Restated Restrictive Protective Covenants set forth below are effective as of the 1<sup>st</sup> January, 2023, ("Effective Date"), pursuant to vote of the Holly Trace Homeowner's Association ("Association") at the Special Meeting of Homeowners of the Association held on the Effective Date.

These restrictions and protective covenants are applicable to all the numbered lots of Section I, II and III, Holly Trace, as recorded in the RMC Office for Greenville County, SC, in Plat Book "14-0", at Page 76, in Plat Book "16-C" at page 65, and in Plat Book "18-V" at Page 28, and shall supersede and replace all other restrictive and protective covenants currently in place for all members of the Association.

Last Filing Date	Book	Page
December 28, 2022	DE 2677	0029-0039
		
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February 28, 2006	DE 2191	1320-1331

**ARTICLE I/ USES PERMITTED AND PROHIBITED**

1. All numbered lots shall be used exclusively for single family residential dwellings.
2. No trailer, basement, tent, shack, garage, barn, or other out-buildings erected upon any lot shall at any time be used as a residence, either temporarily or permanently. No structure of temporary nature shall be used as a residence.
3. Equipment Storage:
  - i. Outdoor storage of single-axle only landscaping trailers is conditionally permitted on lots. Such single-axle landscaping trailers shall be stored at the back of the lot (not at the front or side) behind the primary dwelling located thereon, such that they are not visible from the street. Storage of single-axel landscaping trailers on the front and/or side yard areas of any lot is expressly prohibited. No dual or more axled trailers are permitted to be stored on any lot except as otherwise provided herein below.

- ii. No permanent outdoor storage of box trailers, campers, motorized boats, recreational vehicles, nor storage pods shall be permitted on any lot. Temporary storage may be permitted for a period not exceeding 5 consecutive days, 10 non-consecutive days in a 30-day period, and/or 30 non-consecutive days in a calendar year.
  - iii. Outdoor storage of unmotorized canoes, and single-axle popup campers is permitted, provided they are stored at the rear of the dwelling, and do not exceed 4 ft in height. They should be concealed with a well-maintained earth tone color (i.e. brown, dark green, tan) tarp or fitted cover. Effort should be taken by lot owners to store such items and/or equipment neatly, well maintained, and positioned to be inconspicuous. Failure to properly conceal and maintain the concealment of such stored items or equipment shall constitute a violation of this provision.
  - iv. The Association shall be empowered to cause the removal of and/or otherwise abate any violation of the above Sections. The all costs of such removal and/or abatement shall be chargeable against the lot where such violation exists or is observed and the owner/lessee thereof as a Special Individual Assessment.
- 4. Structures:
  - i. No structure, including, without limitation, tree houses, swing sets or playhouses shall be erected on any lot unless previously approved in writing by the Architectural Committee.
  - ii. Construction of detached living quarters or accessory dwelling units, certifiable for continuous occupancy, is prohibited on any association lot. Any lots with existing detached garages may not be converted to an accessory dwelling unit.
- 5. No noxious or offensive activity shall be carried on anywhere on the property, including the burning of leaves, subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose.
- 6. No animals shall be kept, maintained, or quartered on any lots except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants.
- 7. The total area of all driveways shall be paved by plant mix concrete or brick.
- 8. Vehicle Parking Policy (conditional parking and/or storage of trailers and similar equipment in Article I, Section 3 above):
  - i. Types of Vehicles: Only properly licensed, registered and vehicles in working condition may park in Holly Trace.
  - ii. Commercial Vehicles: Commercial or service vehicles (gross vehicle weight rating (GVWR) of 14,001 pounds or greater) may park on Holly Trace roads only when being used to perform a service during the course

of the work. No owner shall be permitted to park, store, or maintain commercial vehicles on any lot, or the street, except as provided herein below.

- iii. Outdoor parking of motor vehicles is restricted to driveways and the street; lawn parking is prohibited.
- iv. There is no overnight parking permitted in the clubhouse upper or lower lots.
- v. Vehicles in violation of the above policies may be towed at the owner's expense, after a 1-week notice via registered mail.

9. Lease of Member Residences:

- i. No single-family residence and/or dwelling (or any part or portion thereof) shall be leased for transient, bed and breakfast, room sharing, or hotel purposes. In no event shall it be permitted for any owner to lease or rent less than the entire residence or dwelling. The term of any permitted rentals or leases hereunder shall be for no less than one (1) year; leases or rentals of residences or dwellings for less than one (1) year is prohibited. Any proposed lease must be provided to the Association board in writing, no less than 45 days prior to lease commencement, and must provide terms that the occupancy of the unit shall be subject in all respects to the provisions of the Restrictive and Protective Covenants for Holly Trace, the Holly Trace By-Laws, and any published community rules, regulations and/or guidelines (collectively as may be amended from time to time the "Governing Documents").
- ii. For transparency, the list of Association lots that have active leases should be published in the annual association letter.
- iii. Failure of owners to supply lease information will be subject to Special Individual Assessments, liens, and/or denied use of community facilities.
- iv. Any failure by lessees to comply with the Association Governing Documents shall be considered a default under the lease.
- v. Access to the use of all facilities will be assumed by the lessee when a lease is executed; the owner relinquishes their right to such when they lease their residence/dwelling.

10. Pets

- i. Local Ordinances: All local ordinances pertaining to pets must be observed and followed.
- ii. Common Areas: No household pets shall be permitted on any portion of the common area under any circumstances, unless carried or on a leash. Pets tied or chained are not considered on a leash
- iii. Excrement: All pet excrement/waste must be picked up immediately and disposed of in the garbage and/or waste container of the association members residence.

- iv. Owner responsibility: The owners and/or lessees are responsible for the actions of their own pets, as well as those of their guests. The cost of repairing any damage to common areas or facilities caused by the pet shall be assessed to the responsible owner and/or lessee.
- v. In the case of lease arrangements, the owner remains ultimately responsible for damages and/or all charges, fines and/or costs resulting therefrom.
- vi. Pool Area: Pets are not allowed in the pool area.

## **ARTICLE II/ SETBACKS, LOCATION & SIZE OF IMPROVEMENTS AND LOTS**

- 1. No structure, including any building shall be erected on any lot unless erected behind the back wall of the house and in no event nearer to the front lot line than the rear building setback line as shown on the recorded plat. No residence shall be nearer to any side lot than the distance equal to 10% of the width of the lot measured at the building setback line, or 10 feet, whichever is less
- 2. No lot shall be recut without first obtaining the written permission of the Architectural Committee created under Article III hereof.
- 3. 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 and, provided further, said site faces as required by these restrictions and the recorded plat.
- 4. Two thousand (2,000) square feet and a two (2) car garage, or twenty-three hundred (2,300) square feet without garage, shall be the minimum floor space required on all one-story dwellings. Twenty-two hundred (2,200) square be the minimum floor feet and a two (2) car garage, or twenty-five hundred (2,500) square feet without a garage, shall be required on all two-story dwellings. Twenty-two hundred (2,200) square feet and an two (2) car garage, or twenty five hundred (2,500) square feet without garage, shall be the minimum floor space required on all tri-level dwellings, with lower level computed on the basis of one-half (1/2) of it's square footage. Only the heated area shall be used in calculating the minimum floor space. However, the Architectural Committee may, within its sole discretion, give credit for one-half (1/2) of the total space in an enclosed garage, storage room, and porches under roof.
- 5. No garage or other structure more than two stories in height (and in any event not more than 25 feet in height) shall be erected upon any numbered lot. The entrance to a garage shall not face the street or be cater-cornered thereon, unless it has doors. The entrance to all carports shall face the rear or the side of the lot, except on corner lots, in which case the entrance must be from the rear
- 6. No above ground swimming pools may be constructed on any numbered lot.
- 7. All houses shall face direction indicated on recorded plat.

8. Each residence shall have a mailbox and supporting structure of a design approved by the Architectural Committee, a copy of which design is attached hereto and made part hereof as Exhibit "A".

### **ARTICLE III/ APPROVAL OF PLANS CHANGES**

1. The Architectural Committee shall be composed of minimum of three members, at least one of whom shall be a member of the Board of Directors of the Association. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member of the Committee. A majority of the members shall constitute a quorum and vote of majority of the members present shall be required for the transaction of any business of the Committee.
2. No improvements, buildings, structures whether permanent or temporary including but not limited to television satellite disc systems shall be erected, placed, or altered on any lot or lots until and unless building plans, specifications and plot of such residence, structures or television satellite disc systems have been approved in writing as to the conformity and harmony of external design and consistence with plans of existing and future residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Committee.
3. In order to prevent duplication of buildings or improvements to be constructed in this section or adjacent section, the Architectural Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvements with its major features so similar to an existing building or improvement as to be construed a practical duplication thereof in the discretion of the Architectural Committee. Plans shall be as submitted to the Architectural Committee, and approval of the Committee obtained prior to the commencement of any construction.
4. All proposed construction, placement or modification of any structure shall require the prior written approval of the Architectural Committee. Owners must submit a request in writing (or by email) to the Architectural Committee and such Committee shall have a period of thirty (30) days from the receipt of such request to respond. It shall be the responsibility of the Owner to assure and prove that the Committee has in fact received such request. In the event, after receipt of the required written request for approval, said Architectural Committee fails to approve or disapprove such designs and plans within thirty (30) days after said plans have been submitted to it, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The term "structure, building or improvement" shall be deemed to include the erection, placement, or alteration of any structure, outbuilding, wall or fence to be made on any lot.

5. The Committee is authorized by unanimous vote of all its members to approve or ratify in the construction or alteration of any building minor violations of the requirements herein set forth under Section II, "Setbacks, Location, Size of Improvements and Lots", if in the opinion of all the members of Committee, the same be necessary to prevent undue hardship because the topography, the shape of any platted lot or the setback lines as shown on the recorded plat, and if in the opinion of the members of the Committee such violation will cause no substantial injury to any other lot owner.
6. Nothing in this section shall prevent the Architectural Committee from requesting the Homeowners Association to establish a sub-committee of the Architectural Committee, made up exclusively of homeowners, residents of Holly Trace, Section I, for the sole purpose of acting upon requests by existing owners to modify their residence or add an outbuilding and make recommendations to the Architectural Committee. Such request shall include, but not be or modifications limited to, request to enclose a garage or screened porch, add a room, add an outbuilding for storage, to existing dwellings.
7. Fencing
  - i. All new fence construction requires written, documented approval of the architectural committee.
  - ii. Fencing should not come any further forward than the back/rear (left and right corners) of the primary residence/dwelling.
  - iii. Fences shall be constructed of wood or decorative metal. Chain link or vinyl fencing is strictly prohibited.
  - iv. Wood fencing should be constructed with open slats, with spaces between the vertical fencing.
  - v. Fence height maximums: The standard fence height is 4 ft, considering both the fence post and top cross beam. Scalloped fencing designs are permitted a maximum post height of 5ft, provided the crossbeams remain at 4ft, and the height of the midspan slats is 4ft. Similarly, a 4ft maximum post-height design may be combined with a mid-span scallop of 5 ft. Fence crossbeams should face toward the interior of the installing owner's backyard.
  - vi. Fence height maximums for Association member properties that border any non-Holly Trace property: a fence height of up to 6 feet may be considered, only for the rear of a member property, not between any two member lots. For these situations, fencing may be of a closed-slat design.
  - vii. Any metal fencing shall be similar in design and color to the fencing of the community clubhouse area.
  - viii. Existing fencing in violation of the above (i.e. chain link or vinyl materials) may not be replaced in-kind at end of life (e.g., replacement fencing shall conform to the requirements with respect to material, size, style, and color as provided in this Article III and as otherwise required by the architectural committee).

8. Curbside Appearance Standards: Paint Colors
  - i. The standard color for wooden mailbox posts is Sherwin-Williams SW3009 Pineneedle Exterior Stain, solid. Color details are on file at the Sherwin-Williams 1266 East Butler Road location.
  - ii. The standard color for mailboxes is black.
  - iii. The standard color scheme for curbside address numbers is a black background with white letters.

#### **ARTICLE IV/ EASEMENTS**

1. An easement is reserved over the rear and side lot lines five (5) feet in width on each lot for the installation, operation, and maintenance of utilities and for drainage purposes. Such easement across the lots, as are shown on the recorded plat, are also reserved.

The right is further reserved within the five (5) foot easement for grading changes and tree removal, if necessary, for the purpose of landscaping and drainage, all subject to the approval of the Architectural Committee.

#### **ARTICLE V/ RECREATIONAL FACILITIES, COMMON GROUNDS AND MAINTENANCE CHARGES**

1. The developers are building, at their expense, a swimming pool, club house, two tennis courts, and off-street parking, for the use and enjoyment of all residents of this and other sections of Holly Trace Subdivision.
2. The developers will complete these facilities and operate them for the benefit of the residents until at least fifty (50) homes are sold to residents of Holly Trace, Sections I and II, at which time the property will be deeded to an eleemosynary corporation, which the developers will form at that time. The owner of every residence located in said subdivision shall be a member of said corporation, and shall be entitled to one vote, regardless of the number of lots he: used in connection with his residence. When title to the property is vested in two or more persons jointly, the vote shall be exercised as they among themselves determine, but in such case no more than one vote shall be cast per residence. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment.
3. An annual assessment consistent with the By-Laws of the above reference corporation shall be levied by the corporation against each residence in the subdivision. This assessment shall be based on the residence only but shall be a lien upon all lots or portions of lots used by an owner in connection with his residence. Said assessment shall be due and payable to the corporation on May 1, of each year to cover the fiscal year beginning June 1 and ending May 31 of

each year. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the maximum legal rate of interest permitted to be charged in South Carolina. The acceptance of deed by grantee shall be construed to be a covenant by the grantee(s) to pay said assessment, which shall run with the land and be binding upon said grantee, his successors, heirs, and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of the corporation or abandonment of the property.

4. The corporation shall have the right to suspend the voting rights and right to use the recreational facilities of a resident for any period during which any assessment against his property remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. In addition, the corporation shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this instrument. In the event of non-payment of any assessment as set forth herein, the corporation may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against property in the same manner that a real estate mortgage is foreclosed and interests, costs, and attorneys' fees shall be added to the amount of such assessment. The lien of the corporation against the property must be established by, and shall be effective from the time of filing of, a Notice of Lis Pendens in the Office of the Clerk of Court of Greenville County, South Carolina. Failure by the corporation, 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.
5. The lien of the assessments provided for herein, shall be subordinate to the lien of any mortgage lien of laborers, contractors, or materialmen furnishing labor and materials in connection with the construction of improvements located on said property, unless prior to the filing thereof Notice of Lis Pendens has been filed by the corporation for foreclosure due to nonpayment of its assessments. Sale or transfer of any residence shall not affect the assessment lien, however, the sale or transfer of any lot pursuant to foreclosure of a mortgage of materialmen's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens has been filed by the corporation to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.
6. The annual assessment to be levied by the corporation shall not apply to any lot or residence so long as it is wholly or partially owned by Balentine Brothers Builders, Inc. When the homeowner takes title from the builder, the homeowner shall pay a proportional share of the assessment in effect for that year, which partial assessment shall be due and payable within thirty (30) days from the



- date title is transferred to the homeowner. With respect to individuals who purchase lots with the expectation of later erecting a residence, when such individual takes title to the lot, such individual shall pay proportional share of the assessment in effect for that year, which partial assessment shall be due and payable within thirty (30) days from the date title is taken.
7. Until such time as the developers form the corporation, the Architectural Committee is empowered to perform the functions that will be performed by the corporation and for this purpose may make such rules and regulations as it deems desirable to carry out said purposes. During this interim period, the Committee shall have the power to make an annual assessment as may be required. The assessment made by the Committee shall have the same force and effect as though made by the corporation, all as set forth above.
  8. As used herein, the term "developers" shall mean Balentine Brothers Builders, Inc., South Carolina Corporation.
  9. Use of Golf Carts
    - i. A golf cart or low-speed vehicle (LSV) must be insured, permitted, and registered with the South Carolina Department of Motor vehicles.
    - ii. A golf cart or low-speed vehicle (LSV) must be operated at speeds of 25 mph or less.
    - iii. A golf cart or low-speed vehicle (LSV) without headlights may only be operated during daylight hours.
    - iv. The driver must be at least 16 years old, with a valid driver's license.

#### ARTICLE VI/ MISCELLANEOUS

1. No signs shall be permitted on any residential lots except that of a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide and 20 inches high, except temporary signs placed on the property by the developer.
2. The property within the subdivision is hereby declared to be bird sanctuary and any hunting of any wild birds is hereby prohibited.
3. Term: The covenants herein contained are to run with the land and shall be binding on all persons claiming under them until the 1st day of January, **2026**, at which time said covenants shall be automatically extended for successive periods of **three years (3)** years, unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.  
Other Amendments: The covenants herein contained may also be amended or modified at any time by an affirmative vote of no less than two-thirds (2/3) of the owners of all lots (one vote per lot owned). Such votes may be made or cast at any meeting of members in which a quorum is present (in person or by proxy), or by recorded ballot without meeting.

4. Additional real property, including existing subdivisions, may become subject to these Restrictive and Protective of a purchases of transferee of the developers or the owner of any one lot in Section Covenants without the approval with I, of Holly Trace, by filing of record by the developers of Supplementary Restrictive and Protective Covenants respect to the additional property, which shall automatically extend the scheme of these Restrictive and Protective contain Covenants with respect to such property. Such Supplementary Restrictive and Protective Covenants may such additions and modification of these Restrictive and Protective Covenants as may be necessary to reflect the different character of added properties, but in no event shall such Supplementary Restrictive and Protective Covenants revoke, modify, or add to the covenants established by these Restrictive and Protective Covenants in regard to any lot in Section I, of Holly Trace.
5. The Member shall maintain his property in accordance with the community-wide standards of Holly Trace. In the event such Member fails to do so, the Architectural Committee shall have the authority to assume responsibility for such maintenance at Member's cost, provided that such Committee shall first notify the Member and specify in writing the maintenance required and permit the Member a reasonable period, as determined by the Architectural Committee, not to exceed thirty (30) days, to do such maintenance. Costs in incurred shall constitute a special incurring interest at a rate to be determined by the Treasurer of the assessment and lien on the property until paid, Association, but in no event to exceed the maximum amount permitted by law.
  - i. Standards for Lawn Care: Lawn grass shall be maintained at a standard height of 6 inches or less. Lawns shall be kept clear of leaves, branches, and other debris, to the effect that the property has a neat and orderly appearance.
  - ii. Rental Property Lawn Care: For Holly Trace residences/dwellings where the owner has leased the same, the owner must provide the Association a copy of any such lease or rental agreements. Further, owners are required to keep on retainer a lawn fertilizer and weed care service from the months of April to October. Any failure by tenants to maintain lawns per community standards is the financial responsibility of the property owner. Upon any failure on part of an owner or its lessee to properly maintain lawns in accordance with community standards, the Association shall be authorized to levy fines for any such violation and/or non-compliance thereof against the owner and/or lessee, as per a published schedule of fines.

If any member of the association or their successors, bears, or assigns, shall violate attempt to violate the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivisions to such prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation

Invalidation of any one or more of these covenants by Judgment of Court Order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the President, on behalf of the Board of Directors, has hereunto set his hand and seals this 23<sup>rd</sup> day of December 2022.

WITNESS

Board of Directors, Holly Trace Homeowners Association  
Covenants Chair, David Muench

BY Wendy Heiks  
Wendy Heiks, President

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) PROBATE

PERSONALLY appeared the undersigned witness and made oath that they saw the within named Wendy Heiks, sign, seal and as its act and deed deliver the within written instrument and they, with the other witness subscribed above, witnessed the execution thereof.

SWORN to me before this 23 day of December 2022

Cynthia M. Celinskis (SEAL)  
Notary Public of South Carolina  
My Commission Expires 7/30/2028 (DATE)

