

STATE OF SOUTH CAROLINA) AMENDED AND RESTATED
COUNTY OF GREENVILLE) 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 30th day of November, 2005, ("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.

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 a temporary nature shall be used as a residence.
3. No house trailer shall be placed on any lot either temporarily or permanently. Any camping trailer, boat, and/or similar equipment, used for the personal enjoyment of a resident of a lot, shall at all times be parked to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No structure, including, without limitation, tree houses, swing sets or play houses shall be erected on any lot unless previously approved in writing by the Architectural Committee.
4. 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.
5. 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.
6. The total area of all driveways shall be paved by plant mix concrete or asphalt.
7. Nothing herein contained shall be constructed to prevent the developers, Balentine Brothers Builders, Inc., or their successors and assigns, from maintaining the temporary sales offices and storage on any lot while the subdivisions is in the process of being developed and houses under construction within the development.

II/ SETBACKS, LOCATION AND 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.

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4. Two thousand (2,000) square feet and a two (2) car garage, or twenty-three hundred (2,300) square feet without a garage, shall be the minimum floor space required on all one-story dwellings. Twenty-two hundred (2,200) square feet and a two (2) car garage, or twenty-five hundred (2,500) square feet without a garage, shall be the minimum floor space 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 a garage, shall be the minimum floor space required on all tri-level dwelling, 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 mail box 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".

III/ APPROVAL OF PLANS CHANGES

1. The Architectural Committee shall be composed of a 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 a 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 as a practical duplication thereof in the discretion of the Architectural Committee. Plans shall be 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, and Size of Improvements and Lots", if in the opinion of all the members of the 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 limited to, request to enclose a garage or screened porch, add a room, add an outbuilding for storage, or modifications to existing dwellings.

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.

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 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 resident 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 a deed by a 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 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 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., a South Carolina Corporation.

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 a bird sanctuary and any hunting of any wild birds is hereby prohibited.

3. 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, 2003, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.

4. Additional real property, including existing subdivisions, may become subject to these Restrictive and Protective Covenants without the approval of a purchases of transferee of the developers or the owner of any one lot in Section I, of Holly Trace, by filing of record by the developers of Supplementary Restrictive and Protective Covenants with respect to the additional property, which shall automatically extend the scheme of these Restrictive and Protective Covenants with respect to such property. Such Supplementary Restrictive and Protective Covenants may contain 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 incurred shall constitute a special assessment and a lien on the property until paid, incurring interest at a rate to be determined by the Treasurer of the Association, but in no event to exceed the maximum amount permitted by law.

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

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 15th day of February, 2006

WITNESS

Board of Directors

Holly Trace Homeowners Association

[Handwritten signatures of witnesses]

BY *[Signature]*
Ron Gooding, President



STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

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

[Handwritten signatures of witnesses]

SWORN to before me this *15th* day of February, 2006

[Signature] (SRA1)
Notary Public for South Carolina
My Commission Expires *2-10-2015*

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