

STATE OF SOUTH CAROLINA  
 COUNTY OF GREENVILLE

DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS FOR  
 WOODINGTON SUBDIVISION AS SHOWN ON  
 SURVEY ENTITLED

WOODINGTON

DATED APRIL 4, 1989, AND RECORDED  
 IN THE P.M. OFFICE FOR GREENVILLE  
 COUNTY, SOUTH CAROLINA, IN PLAT  
 BOOK 17-E, AT PAGE 56

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,  
 made this 19<sup>th</sup> day of SEPTEMBER, 1989, by TANNER ROAD  
 PROPERTIES, a South Carolina General Partnership, hereinafter  
 referred to as Declarant.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain tract of  
 land in the County of Greenville, State of South Carolina, which  
 property is more particularly described as follows:

See Exhibit A attached.

NOW, THEREFORE, Declarant hereby declares that all of the  
 properties described above shall be held, sold and conveyed  
 subject to the following easements, restrictive covenants and  
 conditions, which are hereby imposed against the property  
 described above for the purpose of protecting the value and  
 desirability of said property and to accomplish the systematic,  
 uniform and harmonious development of said property into a  
 subdivision; that the covenants, conditions and restrictions  
 hereinafter set forth shall run with the real property described  
 above and be binding upon all parties having any right, title to  
 interest in the described property or any part thereof, their  
 heirs, successors and assigns, and shall inure to the benefit of  
 each owner thereof until January 1, 2000 at which time said  
 covenants, conditions and restrictions shall be automatically  
 extended for successive periods of ten (10) years each unless, by  
 vote of two-thirds of the then owners of the lots into which the  
 property described above shall have been developed, the within  
 covenants, conditions and restrictions are changed or amended, in  
 whole or in part. In the event such vote shall take place, the  
 vote shall be cast by the legal title holder of each individual

lot, provided further, for each lot, there shall be only one vote in the event legal title thereto is held jointly or otherwise.

If the undersigned, its successors or assigns, or any owner of any lot, their heirs or assigns, should violate or attempt to violate any of the covenants, conditions and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate described above to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to either prevent his or them from so doing, or to recover damages for such violations, or, in the event of the failure to secure the necessary approval as set forth in Article IV hereof, to require the removal of any non-approved building or improvement, as appropriate.

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

#### ARTICLE I: USES PERMITTED AND PROHIBITED

(1) All lots shall be used exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residential structure not to exceed three stories in height, and a double garage attached or detached for private passenger automobile with door opening facing the front side or rear yard, unless otherwise approved by the architectural committee and which shall have been approved for qualification or workmanship and materials, harmony of external design with main structure and as to location with respect to topography and finished grade elevation.

(2) No tent, shack, garage, barn, storage building or other out-building shall be erected upon any lot without approval from the architectural committee and, if approved, it shall not be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence and no house trailer, modular home or mobile home shall be placed on any lot either temporarily or permanently. Any boat, camping

trailer, recreational vehicle and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be neatly stored and positioned so as to be inconspicuous.

(3) No obnoxious or offensive activity shall be permitted anywhere on the property nor shall anything be done which may become an annoyance, nuisance or menace to the neighborhood. No lot or any part thereof shall be used for any business, commercial or public purpose and no commercial vehicle shall be parked in the subdivision, temporarily or permanently.

(4) No animals shall be kept, maintained or quartered on any lot or tract in this subdivision except that cats, dogs, rabbits, hamsters or caged birds may be kept in reasonable numbers as pets for the pleasure of lot owners so long as said animals do not constitute a nuisance or menace to the neighborhood.

(5) Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created.

#### ARTICLE II: EASEMENTS

(1) In addition to other easements as are shown on the recorded subdivision plat, a five-foot easement and a ten-foot easement is reserved over and across all side and rear lot lines, respectively, for drainage, utility, cable television, gas, water, power, sewer and telephone installation and maintenance; provided that when more than one lot shall be used as a site for only one residence, the aforesaid five-foot easement and ten-foot easement shall apply only with respect to the exterior lines of such consolidated lot. Declarant specifically reserves the right to grant specific easements to any entity or organization, public or private, to provide any of the utility services listed herein at any time following the date hereof until any specific lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placing of sewer, gas and water pipelines, telephone, cable television, telegraph and electrical light poles on any of the streets and easements shown on the recorded subdivision plat. An easement for the installation and

maintenance of utilities and drainage facilities is reserved over said streets and easements.

**ARTICLE III: SET BACK, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS**

(1) Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one and more lots as a single residential building site, provided that said lot would otherwise meet the requirement as to size, setback line and directional facing of said building as determined by the Declarant.

(2) No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the building set back line shown on the recorded plat. Any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots shall face in the direction designated by the architectural committee. No building shall be located nearer to any interior side lot line than the distance, as determined by applicable building codes.

(3) No detached building, other than the one intended to be used as a residence, shall be erected without approval as provided in Article IV and, if approved, shall be placed no nearer to any lot line than the distance as determined by applicable building codes.

(4) No wall, fence or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building set-back line having a height of more than four feet; however, upon review and approval by the Architectural Committee, placement and height of any wall, fence or hedge may be altered. Chain link fences shall not be constructed on any portion of any lot, without prior approval from the Architectural Committee.

(5) The total area of all driveways shall be paved by plant mix concrete, asphalt or gravel.

(6) No lot shall be recut so as to face in any direction other than is shown on the recorded plat nor shall it be recut so as to make any building site smaller than is provided for herein.

(7) No one-story, split-level or story-and-a-half residence shall be constructed containing less than 1,850 square feet of heated floor space exclusive of porches, garages and breezeways. No two-story residence shall be erected containing less than 2,000 square feet of heated floor space total, exclusive of porches, garages and breezeways. Exceptions to these limitations may be granted by the architectural committee if in the opinion of the committee the proposed residence would be keeping with the overall concept of the subdivision.

**ARTICLE IV: APPROVAL OF PLANS AND CONSTRUCTION -- ARCHITECTURAL COMMITTEE**

(1) The Architectural Committee shall be composed of the partners of Tanner Road Properties. For the purposes of these restrictions the term Declarant and Architectural Committee may be used interchangeably. In all matters, a majority vote shall govern.

(2) No improvements shall be erected, placed, altered or changed on any lot in this subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistency of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

(3) The Architectural Committee shall have the right to refuse to approve any plans, specifications and/or plot plans, taking into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings and the effect it will have on other residences already constructed.

(4) Prior to the commencement of any construction, each owner shall submit to the Architectural Committee, in duplicate, plans and drawings, which shall contain at a minimum:

- a) front, rear and side elevations;

- b) floor plan;
- c) the area of heated floor space;
- d) exterior building material to include manufacturer, color and texture;
- e) exterior trim color;
- f) roofing material and color;
- g) site plan (optional);
- h) estimated completion dates of all construction and improvements;
- i) special treatment required to alleviate problems anticipated due to changes in topography.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee of Tanner Road Properties in care of The Westbury Company, 105 North Spring Street, Greenville, South Carolina 29601. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly noted thereon.

(5) In the event that the Architectural Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, such approval will be automatic. The terms "building" or "improvements" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area, or any such activity undertaken subsequent to initial construction.

(6) The Architectural Committee is authorized to approve or ratify in the construction or alteration of any building violations of the Set Back, Location and Size of Improvements article of these restrictions if, in the opinion of the Architectural Committee, such shall be necessary to prevent undue hardship.

(9) All construction by any owner shall be performed by a licensed contractor or licensed builder.

(10) Once construction is commenced, each owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no work stoppage in excess of 14 consecutive days, acts of God excepted.

(11) After the foundation for new construction has begun on any lot in the subdivision, the owner shall have the work carried on continuously by a licensed builder without unnecessary delay, and shall have 12 months from the time the foundation has begun to complete the residence, landscape the yard, and plant shrubbery.

(12) The Declarant expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth herein to any assignee at Declarant's sole discretion.

#### ARTICLE V: ASSOCIATION OF OWNERS

(1) Upon the sale of 75% of the lots which are subject to these restrictions, all owners including Declarant, shall organize Woodington Homeowners Association, to be chartered as a non-profit corporation, in accordance with the laws of the State of South Carolina. Every person who is a record owner of a fee or undivided fee interest in any lot which is subject to these covenants shall be a member of the Association. There shall be only one class of membership and such members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any lot, and, further, no fractional vote shall be cast with respect to any lot.

(2) The affairs of the Association shall be controlled by a Board of Directors, duly elected by the members.

(3) The Homeowners Association shall be entitled to collect dues, on an annual basis, assessed against each lot in an amount to be determined by the Board of Directors. These dues shall be administered by the officers of the Association and used for the payment of necessary expenses for the operation of the Homeowners

Association and for the maintenance of any vacant and untended lot or unkept improved lot and for the payment of any common utility expenses and for the maintenance of any property deeded to the Homeowners Association.

(4) In the event the Homeowners Association's Board of Directors and Officers shall deem it necessary to expend any sum of money for the maintenance and upkeep of any improved or unimproved lot, the Board shall be empowered to levy a special assessment applicable to that lot, but only in an amount equal to any sum or sums which had to be expended for that purpose. If any such special assessment, or annual dues payment, is not paid within thirty (30) days of its due date, the amount due shall bear interest from the date of delinquency at the rate of fourteen (14%) percent interest.

(5) The Declarant may delegate and transfer to the Homeowners Association any rights, duties, and powers which Declarant has expressly reserved unto itself in these Covenants and Restrictions.

(6) If any dues or assessments are not paid when due, then such dues or assessments shall become delinquent and shall (together with interest thereon at the rate of Ten (10%) percent per annum from the due date and the cost of collections as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made. The amount of any such dues or assessments, together with reasonable attorney fees as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. In the case of co-ownership, all such co-owners shall be jointly and severally liable for the entire amount of the dues or assessments.

If the assessment or dues are not paid within thirty (30) days after the due date, the Homeowners Association may bring an action at law against the owner or owners personally obligated to pay the same or to foreclose the lien against the



property, and there shall be added to the amount of such assessments or dues, all attorney fees and costs of collection and in the event a judgment is obtained, such judgment shall include prejudgment interest as hereinabove provided together with reasonable attorney fees as may be fixed by the court together with the costs of the action.

(7) The lien of the assessments or dues provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessments or dues; provided, however, that such subordination shall apply only to the assessments or dues which have become due and payable prior to the sale or transfer of such proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments or dues thereafter becoming due, nor from the lien or any such subsequent assessments or dues.

#### ARTICLE VI: MISCELLANEOUS

(1) No signs shall be permitted on any lots except that a single sign offering the property for sale may be placed on such lot providing such sign is approved by the Architectural Committee.

(2) All residences shall have a standard letter size mailbox which is to be provided by the owner. All boxes and posts shall be in good taste and maintained in a good state of repair at all times.

(3) The removal of any trees in excess of 12" in diameter (dbh) shall require prior approval of the Architectural Committee. No trees may be removed until final building plans have been approved by the Architectural Committee.

(4) The property within this subdivision is hereby declared to be a wildlife sanctuary and all hunting or shooting, is hereby prohibited.

(5) The owner of each lot shall cause written notice to be delivered to Declarant upon the conveyance of any lot by him advising Declarant of the conveyance.

(6) No satellite or television dish shall be constructed or placed on any lot except where type, size, screening and location have been approved by Architectural Committee.

(8) No above ground pool shall be constructed or placed on any lot without approval of the Architectural Committee.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this the 19 day of September, 1989.

In the presence of:

TANNER ROAD PROPERTIES  
a South Carolina General Partnership

BY: THE WILSON REAL ESTATE DEVELOPMENT  
AND MARKETING COMPANY, INC. (SEAL)

General Partner

BY: Douglas M. Wilson

Douglas M. Wilson  
Its: President

BY: WESTBURY COMPANY (SEAL)

General Partner

BY: Rodney A. Westbury

Rodney A. Westbury  
Its: President

Thomas D. Croft

Kathy Shearham

Thomas D. Croft

Kathy Shearham

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared the undersigned witness who made oath that (s)he saw the within named Tanner Road Properties, by its duly authorized officers, sign, seal and as its act and deed deliver the within written Declaration of Covenants, Conditions and Restrictions and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Thomas D. Croft

SWORN to before me this

19 day of September, 1989.

Benobia C. Hall (SEAL)

Notary Public for South Carolina  
My Commission Expires: 3/23/99

## EXHIBIT A

All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, located on the east side of Tanner Road, containing 27.35 acres as shown on plat prepared by Freeland-Clinkscales and Assoc. April 3, 1989 recorded Sept. 19, 1989 in plat book 17-E page 56 of the RMC Office for Greenville County, S. C., reference to which plat is made for a more complete description.

This is the same property conveyed to Tanner Road Properties, a South Carolina General Partnership by Ralph H. Graham, Jr. & Josephine Graham by deed dated November 19, 1988 recorded November 23, 1988 in Deed Book 1345 page 263 of the RMC Office for Greenville County, S. C.