

WHEREAS, heretofore, Protective Covenants for Greystone Creek, Phase III, were filed in Pickens County in Deed Book 547 at page 1, and  
WHEREAS, the Protective Covenants were executed by incorrect parties, and  
NOW, THEREFORE, these Protective Covenants are being recorded to correct said error.

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )     **PROTECTIVE COVENANTS FOR  
GREYSTONE CREEK, PHASE III**

THIS DECLARATION made this 22nd day of June, 2000, by UNIVERSITY PARK, A Partnership, hereinafter referred to as Developer.

WHEREAS, the Developer is the owner of the Real Property of this Declaration and desires to create a residential community in accordance with a uniform plan of development to preserve and maintain property values, to maintain the natural beauty of the real property, to guard against construction thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain a harmonious architectural scheme and to create a livable environment, for the benefit of future purchasers of the real property.

WHEREAS, the Developer deems it desirable to accomplish the said purpose to create an Architectural Committee to which should be delegated the powers of administration of some of the aforesaid functions.

NOW, THEREFORE, for and in consideration of the afore recited considerations and in further consideration of the mutual covenants, conditions, reservations, servitudes and easements herein created for the benefit of the Developer, their heirs, successors and assigns, and the future owners of the real property, the Developer hereby declares, creates and imposes upon the real property the following covenants, restrictions, easements, assessments, reservations and servitudes, which are hereby declared covenants running with the land, as follows:

**ARTICLE I**

**REAL PROPERTY SUBJECT TO THIS DECLARATION**

1.1 Existing Property. The real property which shall be held, transferred, sold, conveyed and occupied subject to these Covenants are those lots shown on a plat recorded in Plat Book 385 at Page 4, records of Pickens County, South Carolina.

1.2 Additions to Existing Property. Additional real property, including existing subdivisions, may become subject to these Covenants without the approval of any purchaser or transferee of the Developer by filing of record of a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall automatically extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declaration may contain such additions and modifications of these covenants as may be necessary to reflect the different character of added properties, but in no event shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration within the existing property as hereinabove described in Paragraph 1.1.

1.3 Existing Structures. In the event these Covenants shall be extended to additional real property, including existing subdivided and restricted subdivisions, all then existing structures and uses thereon shall not be affected by the terms hereof, but shall be deemed in compliance herewith, but this shall not apply to future structures and uses, or the alteration of existing structures, which shall be

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constructed, sold, transferred and occupied only in accordance with the terms hereof.

1.4 Conflict with Zoning Statutes. In the event of any conflict with the provisions hereof with any zoning ordinance or statute, or subdivision law or regulation, in effect on the date of recording of these Covenants, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

1.5 Length of Restrictions. These Covenants are to run with the land for a period of thirty-five (35) years at which time they will be automatically extended for successive periods of Ten (10) years each, unless by a majority of the then owners, it is agreed to change said Covenants in whole or in part. Changes may be made by the unanimous consent of all owners at any time.

1.6 Enforcement of Restrictions. The uses permitted and prohibited and the terms, conditions, and limitations hereinafter set forth in this Article and the following Articles shall apply to all numbered lots shown in the aforesaid plats. If any of the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein contained, it shall be lawful for any person or persons owning any numbered lot listed in these restrictions to prosecute any proceeding at law or in equity under these covenants.

## ARTICLE II

### USES PERMITTED AND PROHIBITED IN RESIDENTIAL AREA

The uses permitted and prohibited and the terms, conditions and limitations hereinafter set forth in this Article II, Paragraphs 2.1 through 2.30, shall apply to all lots in the subdivision, except where specifically provided to the contrary in Article III hereinafter set forth.

2.1 Use for Single Family Residences. All lots shall be used exclusively for a single family residence and for residential or domestic purposes connected therewith not specifically prohibited by the terms of these Covenants.

2.2 Business Prohibited. No structure at any time situate on the real property shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboard or advertising signs of any kind shall be erected or displayed thereon, except such signs as are hereinafter permitted. No part of any structure herein shall be used for the purposes of renting rooms therein or as a boarding house, motel, hotel, tourist or motor court or for transient accommodations. No duplex residence, garage apartment or apartment house shall be erected or permitted to remain on any lot in the Residential Area, and no structure at any time therein shall be converted into a duplex residence, garage or apartment house.

2.3 Street Obstructions. No fence, wall, hedge, shrub, bush, tree or other object, natural or artificial, shall be placed or located on any lot if the location of the same will in the judgement of the Architectural Committee obstruct the vision of any motorist upon any street or avenue shown on the plat. Driveways to be placed to provided safe ingress and egress.

2.4 Square Footage Minimums. No one-story home shall be constructed on any listed lot that contains less than sixteen hundred (1600) square feet of finished heated space with a double car garage. In the event no two car garage is constructed on the end of a one-story home, then the minimum heated finished area shall be not less than eighteen hundred (1800) square feet. In computing the square

footage of any split-level residence or tri-level residence, credit shall be given for one-half of the square footage of any basement which is finished and heated. The minimum square footage, thus computed, on tri-level and split-level residences shall be Sixteen hundred (1600) square feet. No two-story residence shall be constructed on any lot containing less than twelve hundred (1200) square feet of finished heated space on the ground floor with a double car garage, opening from the end or the back. In the event a two-story house does not have a car garage, the heated space then must be at least fourteen (1400) square feet on the first floor. Also no two-story or one and one-half story home shall have less than eighteen hundred (1800) square feet heated space with a garage or two thousand (2000) square feet heated space without garage. No building shall exceed three (3) stories or thirty-six (36) feet in height from ground level.

**2.5 Utility Areas.** Each residence may have one screened utility area. Each utility area shall be hedged or fenced on all sides thereof, except the entrance thereto, using such materials and with such height and design as shall be approved by the Architectural Committee. No pens or yards for pets, above-ground storage of construction materials, coal, oil or other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, tool shops, workshops, garage and trash cans and receptacles, detached garages, above-ground exterior air-conditioning and heating equipment, children's playhouse, lawn maintenance equipment or other mechanical and household equipment or any other structures and objects as determined by the Architectural committee to be of an unsightly nature and appearance shall be placed or permitted to remain upon any lot unless the same shall be erected, maintained and allowed to remain wholly within a Utility Area. All garbage containers shall be placed in an inconspicuous place, screened from view and kept in a neat manner.

**2.6 Detached Out-Buildings.** No structure of any kind which extends more than three feet above the normal surface of the ground and which is detached from the single family residence or utility area shall be placed or permitted to remain on any lot without approval of the Architectural Committee.

**2.7 Setback lines.** No buildings or structure shall be located on said lots nearer to the front line than thirty-five (35) feet and nearer to the side lot lines than fifteen (15) feet and nearer to the rear lot line than twenty-five (25) feet. The front and rear setback lines for all corner lots shall be twenty-five (25) feet. The rear setback line for other lots shall be (25) feet. Outbuildings shall not be located nearer than seventy-five (75) feet to the front lot line nor nearer than fifteen (15) feet from any side or rear lot line, if approval is given as aforesaid. All structure locations shall be approved by the Architectural Committee. The Architectural Committee shall have the right to grant setback variances under special building location circumstances.

**2.8 Fences, walls and hedges.** Except for driveways and walkways, no fence, hedge, wall or any other type of permanent structure or Utility Areas, or any part of the same, shall be erected, placed or allowed to remain in the area of any lot lying between the front building setback line as set forth in the covenants the edge of any street or avenue. Hedges, fences and walls which extend not more than four (4) feet above the surface of the ground and which do not violate other provisions contained in these covenants may be erected, placed or allowed in any area not hereinabove expressly prohibited, provided that such a fence, hedge or wall is constructed of such materials, design and location as shall be constructed of such materials, design and location as shall be approved by the Architectural Committee.

**2.9 Signs and Advertising.** No sign of any character shall be displayed or placed upon any lot, except "for sale" signs which signs shall refer only to that particular premises on which displayed, shall not exceed two (2) square feet in size and shall not exceed more than four feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one sign to a lot. The Architectural Committee may enter upon any lot and summarily remove and destroy any signs which do not meet the provisions of this paragraph; provided, however, that the developer or any person designated by the Developer, may erect or maintain such commercial and display signs on such lots,

temporary dwellings, sales offices, model houses or other structures and the Developer may deem advisable for development purposes.

2.10 Temporary buildings for uses incidental to construction work are permitted if approved by the Architectural Committee, which building shall be removed upon completion or abandonment of the construction work. The construction of any residence or structure once commenced must be fully completed within one (1) year thereon unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety (90) consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which may be removed by the Developer at the expense of the owner and shall be paid to the Developer on demand.

2.11 Paved Driveways. Prior to completion of construction of any residence on any lot, the owner shall install at his expense a suitable concrete-paved driveway from the paved portion of the abutting street or avenue of a design, type of material and location approved by the Architectural Committee. All proposed driveways shall be specifically shown on a plat plan submitted to the Architectural Committee for approval, and any other material other than concrete used to pave the said driveway must be approved by the Architectural Committee.

2.12 Picnic Areas and Trash Burning. No picnic areas nor detached outbuildings shall be erected or permitted to remain on any lot prior to the commencement of construction of a permanent residence thereon. No trash, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of any lot after construction of a permanent residence thereon. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any lot except during construction of a permanent residence thereon. All contractors and/or lot owners shall be responsible for all trash and rubbish during the period of construction and shall see to it that the area surrounding the house shall be maintained in a neat manner.

2.13 Tents and Shacks. No shed, shack, trailer, tent or other temporary or movable building or structure of any nature or kind shall be erected, placed or permitted to remain on the Real Property; provided, however, that nothing contained herein shall prevent the use of a temporary construction shed during the period of actual construction of a dwelling or other building permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the period of such construction.

2.14 Trailers and Vehicles. No trailer, basement, garage or any outbuilding of any kind, shall at any time be used as a residence, either temporarily or permanently. No disabled or wrecked vehicles, mobile homes or tent shall be placed, erected or permitted to remain on the Real Property nor shall any overnight camping be permitted on any lot. A personal motor home travel trailer or boat must be kept in an inconspicuous location.

2.15 Fuel tanks. Fuel storage tanks shall be buried below the surface of the ground. Every receptacle for ashes, garbage or rubbish shall be installed underground, or if installed above ground, shall be placed only in the utility area required by the terms of Paragraph 2.5 above.

2.16 Name and Number Plates. A plate or sign showing the number of the residence and the name of the occupants may be placed on any lot on which a building is located at the option of the property owner in accordance with the size, location, design and type of materials approved by the Architectural Committee.

2.17 Window Air-Conditioning Units. No window air-conditioning unit shall be installed on any side of any building which faces a street.

**2.18 Television Antennae.** No radio or television aerial or antennae, nor any other exterior electronic or electric equipment or devices of any kind including satellite television dishes, shall be installed or permitted to remain on the exterior of any structure located on the real property unless the location, size and design thereof shall have been approved by the Architectural Committee.

**2.19 Animals.** No animals, livestock or poultry shall be raised, bred or kept on any lot except that dogs, cats and household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and in conformity with county ordinances and other applicable laws and regulations. Dogs and cats shall not be allowed to roam so as to become a nuisance to the neighborhood or nearby property nor destruction of wildlife.

**2.20 Nuisances.** No illegal, noxious or offensive activity shall be permitted or carried on any part of the Real Property, nor shall anything be permitted which may be or become a nuisance, a source of embarrassment, discomfort or annoyance to the neighborhood. All property shown on the Plat is hereby declared to be a wildlife sanctuary and any hunting of any wild birds or animals is hereby prohibited.

**2.21 Concrete Blocks.** No concrete blocks shall be used in the construction of any building or structure on any lot which may be visible from the exterior after grading has been completed, unless the design thereof has been approved by the Architectural Committee.

**2.22 Easements.** An easement is reserved over the interior and side lot lines five (5) feet in width on each lot and ten (10) feet along all outside boundary lines for the installation, operation and maintenance of utilities and for drainage. Such easements across the lots as are shown on the recorded plat are also reserved. Each owner of any property subject to said easement shall keep swells located thereon planted with grass or other ground covers, free and unobstructed in a good state of repair and condition and shall provide for the installation of such culverts on his/her property as may be reasonably required for proper drainage. Also, all lots shall be subject to easements shown on the subdivision plats and any easements and rights of way that may exist on the premises.

The Developer shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the plat, are and shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns, unless conveyed and/or alienated to third parties for the purpose of providing utility services. The side and rear lot line easements herein granted in the event any lot shall be resubdivided or replatted, as provided in 2.30 shall thereafter apply only to a lot as resubdivided or replatted instead of applying to the lot as originally platted, except that no resubdivision or replating shall affect easements shown on the recorded plat.

**2.23 Sewage Disposal.** No individual sewer disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Pickens County Health Department or such other governmental agency or authority as may be authorized by law to approve private sewage disposal systems. Approval of such system, as installed, shall be obtained from such authority. In no event shall such system be located as to contaminate any stream or lake.

**2.24 Wells.** No wells may be drilled or maintained on any part of the Real Property without first obtaining the written consent of the Architectural Committee. In no event shall any individual water supply system or well be permitted on any part of the Real Property except for use to supply water for air-conditioning, heating and irrigation purposes and swimming pools and other exterior use.

**2.25 Rubbish Removal.** The owner of each lot, improved or unimproved, shall keep the same

free of tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health and in a neat and attractive condition. In the event the owner of any lot fails to comply with the terms of this paragraph, the Developer or agent of the Architectural Committee shall have the right (but not the obligation) to go upon such lot and to cut and remove tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable things and objects therefrom, and to do all other things and perform and furnish any labor necessary or desirable in its judgment to maintain the lot in a neat and attractive condition, all at the expense of the owner of such lot, which expense shall become payable by the owner to the Developer or agent of the Architectural Committee on demand.

2.26 Numbered lots shall not be resubdivided nor shall said lot line be changed so as to decrease in either width or area any numbered lot as shown on said plat, unless approved by the Architectural Control Committee.

2.27 All lot owners shall maintain entire lots, including area along the front to streets, including banks, easements, drainage ditches, swells and streams and to keep any lot free, unobstructed and in good repair and to provide for the installation of any culverts upon each lot as may be reasonably required for proper drainage. Lot owners agree that no tree over nine (9) inches in diameter shall be cut without the approval of the Architectural Control Committee. It is the intent to maintain as many trees as possible in the subdivision to accomplish a natural wooded appearance. The developer shall construct subdivision sign at the entrance to the subdivision, and shall landscape the area around said signs. Thereafter, it shall become the responsibility of the individual property owners, or property owners' association, to maintain such signs and landscape.

2.28 No builder or property owner will unload heavy equipment on paved streets, and any builder or property owner damaging any of the streets or curbs in said subdivision will be responsible for such damage.

2.29 No property pins shall be removed by lot owner, builder or landscaper; and if said pins are removed, it shall be the responsibility of said lot owner, builder or landscaper to replace same.

2.30 Garages must not face the street unless approved by the Architectural Committee.

### ARTICLE III

#### APPROVAL OF PLANS AND SPECIFICATIONS

3.1 Architectural Committee. For the purposes of insuring the development of the Real Property as an area with an aesthetic appearance, and except as excluded in Paragraph 3.7, no building, structure, fence, mailbox, wall, utility area, driveway, swimming pool or other structural improvement, regardless of size or purpose, whether attached to or detached from a main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor any additions to, or exterior changes in or alterations thereto shall be made unless building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Real Property, together with such other information as shall be reasonably required by the Architectural Committee, shall have submitted to and approved in writing by the Architectural Committee hereinafter established. Additionally, the Architectural Committee shall approve the landscape plan and denote time of completion of the landscape plan and shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these Covenants.

**3.2 Approval of Plans.** Two copies of plans must be submitted for approval to the Architectural Committee prior to any construction.

**3.3 Architectural Committee.** The Architectural Committee is composed of Thomas P. Winkopp, Wallace W. Martell, and John V. Winkopp. All plans and specifications showing location of buildings to be constructed upon lots in Greystone Creek, Phase III, shall be submitted to the Architectural Committee which has the authority to approve or disapprove such plans and specifications. If no suit or letter to enjoin or prevent the construction has been commenced, then disapproval will be deemed waived and approval will be considered granted, as provided in 3.6.

**3.4 Successors.** After the sale of all Real Property by the Developer, the Architectural Committee as constituted shall, upon presentation of request by a legally constituted homeowners association, resign, and said homeowners association shall have the right to designate members of the Architectural Committee, and thereafter the Architectural Committee as so designated shall succeed to all the rights, duties and powers set out herein. The Architectural Committee may in its own discretion turn the Architectural Committee over to the Homeowner's Association before the sale of all real property if it so desires and the Homeowners' Association is properly established.

**3.5 Standards of Disapproval.** The Architectural Committee shall have the absolute and exclusive right to refuse to approve any building plan, specification, materials, design, lot grading or landscaping plan of any thing or structure which in the opinion of the Architectural Committee are not suitable or desirable for any reason whatsoever, including purely aesthetic reasons and reasons connected with the future development plans of the Developer of contiguous lands. In passing upon such matters the Architectural Committee may take into consideration the suitability of proposed materials, the quality of proposed workmanship, harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties; provided, however, that is shall not be necessary to obtain the approval of the Architectural Committee for any structure which is to be erected and maintained wholly within and obscured by a Utility Area as hereinabove required. To authorize or disapprove the plans set forth or any other powers enumerated in the Architectural Committee, there shall be required a vote of any two committee members, except as set forth in Section 3.8.

**3.6 Failure to Approve or Disapprove.** In the event that the Architectural Committee fails to approve or disapprove any matters within the scope of its authority within thirty (30) days after same have been submitted to it, or in any event, if no suit to enjoin such matter or thing has been commenced prior to completion or the doing of such matter or thing, such prior approval shall not be required and this Covenant shall be deemed to have been fully complied with and no suit or claim shall thereafter be available to the Architectural Committee to the owner of any Real Property or to the Developer.

**3.7 Application Time.** Applications for approval as required hereon shall be made to the Architectural Committee or to any member thereof, which shall be the time for the running of said thirty (30) days from the date of submission.

**3.8** The Architectural Committee hereinabove constituted under the terms of Article III is hereby authorized and fully empowered by unanimous vote of all of its members to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon the Real Property, or in the use, and failure to use, any of the Real Property the subject hereof, any and all minor violations of any of the requirements set forth in these Covenants, if, in the opinion of all of the members of said Architectural Committee, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved and if in the opinion of the members of such Committee, such violation or violations will cause no substantial injury to any other property owner. The waiver, approval or ratification by the Architectural Committee in accordance with the terms of this paragraph shall be binding upon all person, and the powers of waiver herein conferred

upon the Architectural Committee shall be construed liberally so as to affect any matters or things included within the terms and conditions of these covenants.

**ARTICLE IV**

**AMENDMENTS AND MODIFICATIONS TO COVENANTS**

4.1 Reservation. The Developer reserves and shall have the right to amend this Declaration of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provision contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the covenants and restrictions herein contained.

4.2 Additional Covenants. No property owner, without the prior written approval of the Developer, may impose additional covenants or restrictions on any part of the Real Property shown on the Plat of Greystone Creek, Phase III.

4.3 Enforcement. If the Developer or its successors, heirs and assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any Real Property situated in Greystone Creek, Phase III, as shown on the Plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from so doing, or to recover damages and other dues for such violation. Invalidation for any one or more of these covenants by a judgment or Court Order shall remain in full force and effect.

4.4 Loan Requirements. If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Veterans Administration or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any lot in said subdivision unacceptable for any such loan, the Developer shall have the authority to alter, amend or annul any such covenants as may be necessary to make any of the Real Property herein acceptable, and eligible for such loan.

**ARTICLE V**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

5.1 Creation of the Lien and Personal Obligation of Assessments. Except as set forth elsewhere in this Declaration, each Owner of a Lot hereby covenants and agreed to pay to the Association: (1) annual assessments or charges, and (2) special assessments, charges, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Properties against which each such assessment is made. Each such assessment, together with interests, costs, and reasonable attorney's fees, shall be the personal obligation of the Owner of such Lot at the time when the assessment fall due. The personal obligation for delinquent assessments shall not pass to the successors in title unless expressly assumed by them.

5.2 Purpose of Annual Assessments. The assessments to be levied annually by the Association against each Lot ("Annual Assessments") shall be used as follows:

- (a) to repair, clean, maintain, provide utilities and reconstruct, when necessary, the Common Areas, including entrance monuments, gates and amenity area being of benefit to lots;



(b) to pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association;

(c) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the by-laws.

**5.3 Special Assessment for Non-Recurring Maintenance and Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year, only for the purpose of defraying, in whole or in part the cost of any non-recurring maintenance, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent to two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**5.4 Notice and Quorum for Any Action Authorized Under Sections 2 and 3.** Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 3 hereof shall be sent to all members being Owners, not less than Fifteen (15) days nor more than Sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast Fifty (50) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than Sixty (60) days following the preceding meeting.

**5.5 Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots.

**5.6 Date of Commencement of Annual Assessment; Due Date.** The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (3) days in advance of each annual assessment period. 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. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association as of the date of its issuance.

**5.7 Effect of Non-Payment of Assessment; Remedies of the Association.** Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Association or its agents shall have the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and enforce said lien by all methods available for the enforcement of such liens, including foreclosure by an action in the name of the Association in like manner as a mortgage of such property.

**5.8 Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage granted or created by Owner to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such property. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such

assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

5.9 Exempt Property. Notwithstanding the foregoing, the following property, individuals, partnerships, or corporations, subject to this Declaration shall be exempted from the assessment, charge, and lien created herein:

- (a) the utility easements, roads, entrance and entire sign area;
- (b) all Common Area;
- (c) unimproved Lots or Properties held in the name of the Declarant.

5.10 Annual Statements. The President, Treasurer or such other officer or agent as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. The Association may employ the services of necessary professionals such as accountants, CPA's, attorneys, or Association Manager to assist in such statement preparation. Such copy may be furnished to the Member or mortgage holder upon request. Failure to furnish such copy shall not affect the validity or enforceability of the assessment.

## ARTICLE VI

### COMMON AREA

6.1 Obligations of the Association. The Association, subject to the rights of the owners set forth in this Declaration shall be responsible for the exclusive management and control of any common areas and all improvements thereon (including furnishing any equipment relating thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

6.2 Members' Easement of Enjoyment. Subject to the provisions herein, every owner shall have a right and easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to every lot and home, and every member shall have a right of enjoyment in the common area. The Members' Easement granted in this Section shall not cease upon the termination of the restrictive covenants, but shall be perpetual in nature and shall run with the land.

6.3 Extent of Members' Easement. The members' easements of enjoyment hereby shall be subject to the following:

- (a) The right of the Association to establish reasonable rules and fees for the use of the common area;
- (b) The right of the Association to suspend the right of an owner to use the common areas for any period in which any assessment against his property remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a member to use the aforesaid common areas for a period not to exceed sixty (60) days for any other infraction of this Declaration of rules passed by the Association.
- (c) The right of the Association to mortgage any or all of the facilities constructed on the common area for the purposes of improvements or repairs to association land or facilities pursuant to approval of two thirds (2/3) of the votes of the owners who are voting in person, by proxy, in a regular meeting of the Association or at a meeting duly called for the purpose; provided the Association shall in no event mortgage the streets and roads within in the development.
- (d) The right of the Association to dedicate or transfer all or any part of the common area,

to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

6.4 Delegation of Use. Any member may delegate the right of enjoyment to the common area facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association.

6.5 Damage or Destruction of Common Area by Owner. In the event any common area is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents, or members of his family such owner does hereby authorize the association to repair such damaged area; the Association shall repair such damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repair shall become a special assessment upon the lot and/or home of said owner.

6.6 Titled Common Area. The Developer may retain the legal title to any common areas or portions thereof until such time as it deems appropriate, but notwithstanding any provision hereto, the Developer hereby covenants that it shall convey the common area or portions thereof to the Association, free and clear of all liens and financial encumbrances. Members shall have all the rights and obligations proposed by the Declaration with respect to such common area.

#### ARTICLE VIII

##### DEFINITIONS

The following words when used in these Covenants or in any Supplemental Declaration shall have the following meaning unless the context in which such terms are used shall clearly indicate to the contrary, to-wit:

8.1 Real Property. "Real Property" shall refer to such existing land, tenements, real estate, real properties and future additions thereto, if any, the subject of these covenants, as shown on the aforesaid plats.

8.2 Developer. The term "Developer" shall mean and refer to University Park, A Partnership, the present owners and developers of May as shown on the aforesaid plats, or any successor in interest to said corporation in the development of the Real Property, exclusive of the Multi-Family Area.

8.3 Architectural Committee. The term "Architectural Committee" shall mean and refer to the Committee established under the terms of Article III.

8.4 Covenants. The term "Covenants" shall mean and refer to the within Declaration of Covenants and Restrictions applicable to Greystone Creek, Phase II, shown on the aforesaid plats as now or hereafter amended, modified, and extended to include additional properties.

IN WITNESS WHEREOF, the undersigned Developer, University Park, A Partnership, has caused this Declaration of Covenants and Restrictions to be executed the date and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Pamela L. Parsh   
 Randall West

UNIVERSITY PARK, A Partnership

BY:  Thomas P. Winkopp,  (SEAL)  
Authorized Partner

STATE OF SOUTH CAROLINA )  
  :  
COUNTY OF PICKENS )

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for South Carolina, personally appeared THOMAS P. WNKOPP, Authorized Partner, who, upon being duly sworn, states that he executed the within-written Restrictions for the purposes therein written.

SWORN to before me this  
22nd day of June, 2000.

Randall West   
Notary Public for South Carolina  
My commission expires 1/19/06