

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

FIRST AMENDMENT TO PROTECTIVE COVENANTS
APPLICABLE TO A SUBDIVISION KNOWN AS
COUNTRY CLUB ESTATES

WHEREAS, Protective Covenants were adopted for that certain subdivision known as Country Club Estates, Sections One through Eight, by the following instruments:

- a) Instrument recorded in Deed Book 32-H at Page 341 in the R.M.C. Office for Spartanburg County (all recording references are to the R.M.C. Office for Spartanburg County), affecting Section ONE as shown on a plat recorded in Plat Book 52 at Pages 170-172;
- b) Instrument recorded in Deed Book 33-M at Page 193, affecting Section Two as shown on a plat recorded in Plat Book 54 at Pages 306-308;
- c) Instrument recorded in Deed Book 36-A at Page 437, affecting Section Three as shown on a plat recorded in Plat Book 60 at Pages 20-24;
- d) Instrument recorded in Deed Book 36-A at Page 441, affecting Section Four as shown on a plat recorded in Plat Book 60 at Pages 20-24;
- e) Instrument recorded in Deed Book 36-A at Page 439, affecting Section Five as shown on a plat recorded in Plat Book 60 at Pages 26-28;
- f) Instrument recorded in Deed Book 42-J at Page 245, affecting Section Six and Seven as shown on a plat recorded in Plat Book 70 at Pages 452-463; and
- g) Instrument recorded in Deed Book 42-U at Page 72, affecting Section Eight as shown on a plat recorded in Plat Book 75 at Pages 34-37; and

WHEREAS, all of the above described Protective Covenants (hereinafter collectively referred to as the "Protective Covenants") provided that the Protective Covenants are to run with the land and be binding upon all parties and all persons claiming under them until January 1, 1990, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless, by a vote of the then owners of a majority of said lots, it is agreed to change said covenants in whole or in part; and

WHEREAS, the undersigned, being the owners of a majority of the lots in

Country Club Estates, Sections 1-8 (hereinafter collectively referred to as the "Property" and individually as the "Lots"), have agreed to amend the Protective Covenants in said Sections as provided herein,

NOW, THEREFORE, the undersigned hereby declare and impose the following Protective Covenants upon the Property:

1. Declaration of Protective Covenants. The Property shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which are hereby imposed against the Property for the purpose of protecting the value and desirability of said Property and to insure that systematic, uniform and harmonious development of said Property. The covenants, conditions and restrictions hereinafter set forth shall be effective upon the execution of this document, and shall run with the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of the Property Until January 1, 2010, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by a vote of the then owners of a majority of the Lots, within the Property, the within covenants, conditions and restrictions are changed or amended, in whole or in part. In the event such vote shall take place, such vote shall be cast by the legal title holder of each Lot; provided, however, that for each Lot, there shall be only one (1) vote in the event legal title thereto shall be held by more than one (1) person or entity.

2. Enforcement. If the owner of any Lot shall violate or attempt to violate any of the covenants, conditions and restrictions set forth herein, it shall be lawful for any person or persons owning any Lot to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the same, to either prevent him or them from so doing, to recover damages suffered by reason of said violation, or, in the event of the failure to secure the necessary approval required in Paragraph 5 below, to require the removal of any non-approved building or improvement, as appropriate. Invalidation of any of these covenants, conditions or

restrictions by judgment, court order, or otherwise shall not in any way affect the validity or enforceability of any of the remaining provisions hereof, which shall remain in full force and effect.

3. Uses Permitted and Prohibited.

a) 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 (1) detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and an attached or detached private garage for not more than three (3) passenger automobiles, all of which shall have been approved for quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation, as provided in Paragraph 5 below.

b) No trailer, house-trailer, mobile home, manufactured home, modular home, prefabricated home, basement, tent, shack, garage, barn or other outbuilding 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. No house-trailer, mobile home, manufactured home, modular home, or prefabricated home shall be placed on any Lot either temporarily or permanently.

c) No obnoxious or offensive activity shall be carried on anywhere on the Property nor shall anything be done thereon which may be or become an annoyance, nuisance or menace to the neighborhood. No Lot or any part thereof shall be used for any business or commercial purpose nor for any public purpose.

d) All fuel oil tanks or containers shall be buried underground consistent with normal safety precautions.

e) No animals shall be kept, maintained or quartered on any Lot except that cats, dogs, rabbits, hamsters or caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants.

f) Lot owners shall keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or a view from surrounding

property may be adversely affected or where traffic hazards may be created. Lot owners shall maintain their Lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the Property. All garbage, refuse and debris shall be stored until collected by private or public waste disposal services so that it shall be out of sight from all streets.

g) No abandoned or inoperable vehicle shall be stored on any Lot unless it is stored within a private garage out of sight from the street.

h) No signs shall be permitted on any Lot except a single sign offering a Lot for sale or for rent, which sign shall be not more than twenty-four (24) inches wide and eighteen (18) inches tall.

4. Set Backs, Location and Size of Improvements.

a) No building shall be erected on any Lot nearer than thirty (30) feet to the front lot line and twenty (20) feet to any side street line. Any such building shall face toward the front line of the Lot except that a building to be constructed on a corner Lot shall face in the direction designated by the Architectural Committee as hereinafter provided. No dwelling shall be located nearer than twenty (20) feet to the rear lot line, and no other type of building shall be located nearer than five (5) feet to any side or rear lot line.

b) No building shall be erected on any Lot with a ground floor area of the main structure, exclusive of porches, breezeways, garages or carports, less than One Thousand Six Hundred (1,600) square feet for a one (1) story or multiple story dwelling. In computing the minimum ground floor area of a split-level dwelling, the lowest level of said dwelling may be included therein at one-half (1/2) its measured square footage.

c) No Lot shall be re-cut without first obtaining the written permission of the Architectural Committee created under Paragraph 5 below. Nothing herein shall be construed to prohibit the use of more

that one (1) Lot or of portions of one (1) or more Lots as a single residential Lot; provided, however, that written approval thereof shall first be obtained from the Architectural Committee, and provided further, that the swelling on said re-cut Lot faces as required by these Protective Covenants.

5. Architectural Control.

a) An Architectural Committee (hereinafter the "Committee") composed of three (3) individuals is hereby created which shall be comprised of XXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXX. One (1) member of the Committed shall be appointed by The Four C's of Greer, Inc., the homeowners association representing the community interests of Country Club Estates, and any vacancy in said position shall be filled by said Corporation. The two (2) members of the Committee not appointed by The Four C's of Greer, Inc. are hereby designated "at large" members. The initial at large members shall serve terms expiring 12/31/1992. Thereafter, at large members shall be elected for terms of three (3) years, and they shall serve until their successors are elected as provided herein. Except as provided below, at large members shall be elected as follows: A meeting of Lot owners shall be held on the first (1st) Thursday of November immediately preceding the expiration of an at large member's term or as soon thereafter as possible. Lot owners shall be given ten (10) days advance written notice of said meeting. The at large members shall then be elected by vote of the then owners of a majority of the lots represented at the meeting, whether in person or by written proxy. In the event of a vacancy in either of the at large positions on the Committee for whatever reason, or in the event of the failure or inability, for any reason, of either of the at large members to act, the vacancy created shall be filled for the unexpired term of said at large member by the remaining member(s) of the Committee; provided, however, that notwithstanding anything in this subparagraph to the contrary, either at large member may be removed and replaced at any

time by a vote of the then owners on one-half (1/2) of the Lots.

b) It is the intent of these Protective Covenants that the approval by the Architectural Committee provided for in this Paragraph 5 shall be required only in the case of construction of new buildings and improvements or additions thereto on a Lot, and to the replacement of existing buildings and improvements which involves the construction of heated space or requires a building permit for such work from the Spartanburg County Planning Commission or any other governmental agency having jurisdiction over construction in Country Club Estates. this Paragraph 5 is not intended to apply to general maintenance and upkeep of existing buildings and improvements or the replacement of improvements such as walls, fences, driveways and parking areas unless the improvement being replaced is substantially different in location or design than the original. The terms "building" or "improvement" shall be deemed to include the initial erection or placement of any wall, fence, driveway or parking area.

c) No buildings or improvements required to be approved by the Architectural Committee under this Paragraph 5 shall be erected or placed on any Lot until and unless the building, plans, specifications, and /or plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Committee as to conformity and harmony of external design and consistency of plan with existing residences on other Lots, and as to the location of the structure with respect to topography and finished ground elevation.

d) In order to prevent duplication of buildings or improvements to be constructed on the Property, the Committee, subject to Paragraph 5(b), is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvement as to be considered a substantial duplication thereof in the discretion of the Committee. the Committee shall further have the right, subject to Paragraph 5(b), to refuse to approve any such 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 build, whether or not it is in harmony with the surroundings, and what effect it will have on other residences already constructed and what effect it will have on the adjacent neighboring property.

e)Prior to the commencement of any construction required to be approved by the Architectural Committee under this Paragraph 5, each Lot owner shall submit to the Committee, in duplicate, plans and drawings which shall have been prepared in a one-eighth (1/8) scale or larger, which shall contain at a minimum:

1. Front elevations.
2. Floor plans.
3. The area of heated floor space.
4. Exterior building materials.
5. Exterior trim color.
6. Roofing material and color.
7. Site plan showing (on a scale of 1-50 or larger) foundation of all structures, walks, driveways, fences and drainage plans.
8. Estimated completion dates of all construction and improvements.
9. Any treatment required to adequately handle surface water run-off due to changes in topography, it being the responsibility of each Lot owner and all persons or entities employed by such person to assist in the construction of any building or improvement on such Lot to control the discharge of surface water or sediment from such Lot onto or upon any other part of the Property.

The documents and other information required to be submitted here under shall be delivered or mailed to The Four C's of Greer, Inc., XX. One complete set shall be retained by the Committee and the second complete set shall be returned to the applicant, with the

Committee's approval or disapproval clearly noted thereon.

f) In the event the Committee fails to approve such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of any building or improvement required to be approved under this Paragraph 5 has been commenced before such erection or alteration is substantially completed, such approval shall be conclusively presumed and the applicant shall be deemed to have fully complied with this covenant.

g) No member of the Committee shall be personally liable for any act or omission in connection with approval or disapproval of plans submitted to the Committee, except willful misconduct or gross neglect.

h) The Committee is authorized to approve or ratify, in the construction or alteration of any building or improvement, violations of the requirements set forth in these Protective Covenants if, in the opinion of the Committee, such shall be necessary to prevent undue hardship. Additionally, the Committee may approve or ratify deviations from the front setback line requirements set forth in paragraph 4(a) above if, in the opinion of the Committee, such shall be necessary to prevent undue hardship. The approval or ratification by the Committee in accord with this paragraph, when evidenced in writing recorded in the R.M.C. Office for Spartanburg County, shall be conclusive and binding upon all persons.

i) Once construction shall have commenced, each Lot owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no stoppage of work for more than thirty (30) consecutive days except in the case of inclement weather, fire, casualty, or other such calamity.

j) All decisions of the Committee made pursuant to this paragraph shall require the approval of at least two (2) members of the Committee.

5. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved for a width of five (5) feet

along the side and rear lot lines of each Lot, and also as shown on the recorded plats of the Property. In the event any Lot is re-subdivided, the easements reserved in this paragraph shall be deemed to run along the new lot line, except in the case where utilities or drainage facilities have actually been installed within said easement areas.

These revised protective covenants are recorded in Deed Book 55-J at Page 669. May 5, 1989.