

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS OF WALNUT RIDGE

THIS DECLARATION made on this ¹⁵12th day of ¹⁴7, 2013, by Crown Holdings, LLC, a South Carolina corporation and its successors and assigns, hereinafter sometimes called "Developer," with respect to certain real property owned by Developer, to be subdivided, known and referred to as Walnut Ridge and more particularly described as:

All that certain piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown on plat entitled WALNUT RIDGE recorded in Plat Book 183, Page 3 and having such courses and distances as will appear by reference to said plat.

This is the same property conveyed by deed of Paula Purslow-Harward recorded in Deed Book 2243, Page 1324 on , 2013.

Dec 27 2006

WITNESSETH

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Property and to assure the best use and most appropriate development and improvement of the Property;

WHEREAS, to this end, Developer desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth (sometimes referred to herein collectively as "Covenants and Restrictions"), each and all of which is and are for the benefit of the Property and each owner thereof; and,



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FILED IN GREENVILLE COUNTY, SC *Timothy J. Harvey*

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in Walnut Ridge to create covenants and restrictions for the overall benefit of the entire development;

NOW, THEREFORE, the undersigned does hereby establish, publish and declare that the Covenants and Restrictions hereinafter set forth apply to all of the above described property, except as hereinafter set forth, becoming effective upon recording and running with the land, to be binding upon and inuring to the benefit of all persons claiming through or under the undersigned.

ARTICLE I

Section 1. "Association" means Walnut Ridge Homeowners Association and its successors and assigns.

Section 2. "Common Area" means all real property (including any improvements thereon) which from time to time may be designated by the Developer for the common use and enjoyment of the Owners or conveyed to the Association in fee simple; together with all rights-of-way, easements appurtenant, improvements and hereditaments described in this Declaration, all of which shall be and are covenants running with the land at law.

Section 3. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 4. "Developer" means Crown Holdings, LLC, a South Carolina Limited Liability Company, or any successor-in-interest to the said Crown Holdings, LLC

Section 5. "Lot" means any numbered plot of land comprising a single dwelling site designated on any plat of survey recorded in the office of the Register of Deeds for Greenville, South Carolina, now or hereafter made subject to this Declaration.

Section 6. "Mortgage" means real estate mortgage, chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 7. "Owner," "Owners," and "Property Owners" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property described herein, specifically including, but not limited to, contract sellers, and excluding, however, those persons who shall have such interest merely as security for the performance of any obligation. Any person(s) or entity(s) owning more than one lot shall be entitled to one vote for each lot owned concerning matters herein which require a vote. Jointly owned lots shall be counted as a vote against the proposal being voted on unless all joint owners of a single lot vote in favor of the proposal.

Section 8. "Persons" means an individual, corporation, partnership, trust or any other legal entity.

Section 9. "Plat" means that certain plat entitled Walnut Ridge, dated June 21, 1999, and recorded on March 8, 2000, in the Register of Deeds for Greenville County, South Carolina in Plat Book 41-N, Page 67, as well as all future recorded plats, if any, describing those certain parcels of land annexed, or described thereon, and made subject to this Declaration by Amendment thereto.

Section 10. "Walnut Ridge" means that certain residential community known as Walnut Ridge which is being developed on real property now owned by Crown Holdings,

LLC in Greenville County, South Carolina together with such additions hereto as may from time to time be designated by Developer and made subject to the Declaration.

Section 11. "Structure" means:

(a) any thing or object, the placement of which upon any lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot.

ARTICLE II

Architectural Control Committee

Section 1. Creation and Composition. Until all the Lots in Walnut Ridge have been fully developed with permanent homes and customary improvements constructed thereon and sold to permanent residents, the Architectural Control Committee shall mean the Developer. At such time as all of the Lots in Walnut Ridge have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Developer shall notify all the Owners of Lots in Walnut Ridge to that effect and, thereupon, the Developer's rights and obligations as the Architectural Control Committee shall forthwith terminate; and thereafter, the record owners of a majority of the Lots in Walnut Ridge shall have the right, power, authority, and obligation through a

duly recorded written instrument, to establish a successor Architectural Control Committee and prescribe rules and regulations pursuant to which such Committee shall act. Notice to the record owners by Developer under this provision shall be in writing and shall be deemed given if delivered or mailed to the Lot of each of the record owners. Developer may terminate its rights and obligations as the Architectural Control Committee at an earlier date than when Walnut Ridge has been fully developed with permanent homes and improvements constructed thereon upon notice to the record owners.

Section 2. Review and Approval of Plans. No structure(s) shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee for written approval (a) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Walnut Ridge development, and (b) as to the location of Structures in relation to surrounding Structures and topography and finished ground elevation. In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, approval by the Architectural Control Committee will not be required. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee including, without being limited to:

(a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;

(e) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed structures and alterations to existing Structures; and

(f) plans for landscaping and grading.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be

final as to that Lot or Structure and such approval may not be renewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to such approval.

Neither Developer, nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, neither Developer nor any member of the Architectural Control Committee shall be liable in damages to anyone submitting plans or specifications for approval under this Article, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agree, that he will not bring any action or suit against Developer, or any member of the Architectural Control Committee, to recover for any such damage.

Any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee nor any

such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 3. Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Articles, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If, in the opinion of the Architectural Control Committee, such violation shall have occurred, the Architectural Control Committee shall, within its discretion, (a) execute a written waiver or variance with respect to the violation, or (b) provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Architectural Control Committee or Developer shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

ARTICLE III

General Covenants and Restrictions

The following covenants, conditions, restrictions and easements are herewith imposed on the Property:

Section 1. Residential Use of Property. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time; provided, however, that nothing herein shall prevent Developer or

any builder of homes in Walnut Ridge from using any Lot owned by Developer or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Walnut Ridge.

Section 2. Setbacks and Building Lines. Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines approved for each lot in writing by the Architectural Control Committee before commencement of lot clearing preparatory to construction. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates the requirements and provisions of any applicable Zoning Ordinance and Subdivision Regulations.

Section 3. Walls and Fences. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than said minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee under the architectural controls appearing above in Article II, Section 2. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone. In no event shall chainlink fences be permitted.

Section 4. Subdivision of Lots. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot when approved, in writing, by the Architectural Control Committee and, in such event, the building line requirements and easements provided herein shall apply to such Lots as re-subdivided or combined.

Section 5. Terraces, Eaves and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a Structure shall not be considered as a part of the Structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided all such detached Structures must be to the rear of the main dwelling and must not encroach upon the Lot of an adjacent Owner and such outbuildings are in compliance with any applicable Zoning Ordinance.

Section 6. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, excluding basements, shall be erected on any Lot unless otherwise approved, in writing, by the Architectural Control Committee.

Section 7. Building Requirements. No home containing less than the following square feet of heated and air conditioned area shall be constructed on any lot:

Single Story - 1,800 square feet

Split Level -- 2,050 square feet

Two Story ---- 2,100 square feet

Section 8. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at street intersections.

Section 9. Delivery Receptacles and Property Identification Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail,

newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

Section 10. Use of Outbuildings and Similar Structures. No Structure of a temporary nature unless approved in writing by the Architectural Control Committee shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Developer and those engaged in construction from using sheds or other temporary structures during construction.

Section 11. Completion of Construction. The Architectural Control Committee shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

Section 12. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other small household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. All applicable local laws or regulations, including leash laws, are applicable.

Section 13. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in Walnut Ridge.

Section 14. Signs. No advertising signs or billboards shall be erected on any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a

whole, nor to signs for selling lots and/or houses subject to approval by the Architectural Control Committee.

Section 15. Aesthetics, Nature Growth, Screening, Underground Utility Service.

Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. Clotheslines, garbage cans and equipment shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground. No fuel tanks will be allowed.

Section 16. Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (a) the repairing and painting (or other appropriate external care) of all Structures; (b) the seeding, watering and mowing of all lawns; and (c) the pruning and trimming of all trees, hedges and shrubbery so that the same do not obstruct the view by motorists or pedestrians of street traffic. If in the opinion of the Architectural Control Committee, any Owner shall fail to perform the duties imposed by this Article, the Architectural Control Committee shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, the Architectural Control Committee shall have, in addition to all other rights, the Right of Abatement as provided in Article VII hereof.

Section 17. Antennae. No radio or television transmission or reception towers or antennae shall be erected on the property without the prior written approval of the Architectural Control Committee. In no event shall free-standing transmission or receiving towers be permitted. Satellite dishes and disks are permitted when properly screened from view.

Section 18. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or screened from the streets. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by Owner exceeds the capacity of the garage. The foregoing will not be interpreted or constructed or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed 48 hours upon any Lot.

Section 19. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other material is found on any Lot, the same will be removed by the Lot owner of such Lot, at the Lot owner's expense, upon written request of the Architectural Control Committee.

Section 20. Changing Elevations. No Lot Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which

materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

Section 21. Sewage System. Sewage disposal shall be through municipal system or type approved by appropriate State and local agencies.

Section 22. Water System. Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

Section 23. Utility Facilities. Developer reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, telephone and sewage systems, within this proposed area, which may be in variance with these restrictions.

Section 24. Model Homes. Developer as well as any builder of homes in Walnut Ridge shall have the right to construct and maintain model homes on any of the Lots.

Section 25. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance approved in writing by the Architectural Control Committee and of a uniform quality.

Section 26. Off-Drive Parking. Provisions must be made by each Owner of a Lot for the parking of at least two cars belonging to occupants and guests. The parking of such cars on streets for long periods of time during the day and night, except for social gatherings and functions, shall not be permitted.

Section 27. Exterior Lighting. Exterior lights mounted on telephone poles or other structures must be approved in writing in advance by the Architectural Control Committee.

Section 28. Swimming Pools and Tennis Courts. Swimming pools must be in-ground and both swimming pools and tennis courts must be located to the rear of any main residence indicated on any Lot, unless a different location is authorized in writing by the Architectural Control Committee. All swimming pools and tennis court installation must conform to the same setback lines and building requirements as all other buildings and structures on any Lot.

ARTICLE IV

Easements

Lots subjected to this Declaration shall be subject to those easements, if any, shown as set forth on any recorded plat thereof. In addition thereto, the following perpetual easements are hereby reserved by Developer, its successors and assigns over five (5) feet on each side line of each Lot and over the rear five (5) feet of each Lot subjected to this Declaration: (a) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable, television cables and other utilities and similar features; and (b) easements for the erection, installation, construction and maintenance of storm water drains, land drains, public and private sewers, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE V

Annexation

Without further assent or permit from any Owner or holder of a Mortgage on any Lot, Developer, at its sole discretion, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of Walnut Ridge by filing for record a supplemental declaration in respect to the property to be then subjected to this Declaration.

ARTICLE VI

Duration, Amendment and Waiver

Section 1. Duration. The Covenants and Restrictions of this Declaration, exclusive of all easements reserved by or on behalf of the Developer shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owners of any land subject to this Declaration (including any land annexed hereto pursuant to Article V), their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date this Declaration is filed for record in the Office of the Register of Deeds of Greenville County, South Carolina, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless amended as set forth in Article VI, Section II herein.

Section 2. Amendment. So long as Developer owns a Lot subject to this Declaration or additional realty of Developer, as set forth in Article V of this Declaration, Developer may, in its sole discretion, amend this Declaration as long as such amendment is not in derogation of the interest of any mortgagee of a Lot.

In addition to the foregoing, this Declaration may be terminated or amended at any time by a vote of 75% of the Owners; provided that (a) any such amendment shall not be effective until recorded in the Office of the Register of Deeds for Greenville County, South Carolina, (b) any such amendment shall not adversely affect any rights or interests of Developer under this Declaration, as the same may be amended by Developer as provided herein, unless agreed to in writing by the Developer, (c) any such amendment shall not have priority over any amendment made by Developer, and (d) any such amendment shall not alter, modify or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment. The signature of at least 75% of the lot Owners affixed to an Amendment of these Restrictions recorded in the Register of Deeds Office for Greenville County, South Carolina shall constitute conclusive evidence that these Restrictions have been amended as set forth therein. Jointly owned lots will be counted as a vote against the proposed Amendment unless all joint owners sign the Amendment.

Every purchaser or grantee of any interest in any real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this declaration may be amended as provided in this Section. Any amendment or termination shall be properly recorded.

Section 3. Waiver. The Architectural Committee, in its sole discretion, is authorized to waive violations of any requirement(s) of these Covenants, Conditions and Restrictions on an individual lot basis.

ARTICLE VII

Enforcement

Each Lot Owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Developer, the Architectural Control Committee or any aggrieved Lot Owner, jointly and/or severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. Failure by the Developer, the Architectural Control Committee, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Developer and the Architectural Control Committee shall have the Right to Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. The Right of Abatement, as used in this Article, means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Article, and with the cost thereof including the costs of collection including reasonable attorneys' fees, together with interest thereon at eight percent (8%) per annum, to be a binding personal obligation of such Owner enforceable at law, as well as a lien on such

Owner's lot. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decrees or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (a) such liens for taxes or other public charges as are by applicable law made superior, and (b) all mortgages given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures.

ARTICLE VIII

Loan Requirements

If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing 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 covenants as may be necessary to make any of the Walnut Ridge property herein acceptable, and eligible for such loan.

ARTICLE IX

Homeowners Association and Maintenance Charges

A majority of the property owners may form an organization, either incorporated or unincorporated, known as "Walnut Ridge Homeowners Association". The signature of more than 50% of the then lot owners affixed to a Petition recorded in the Register of Deeds Office for Greenville County, South Carolina, shall constitute conclusive evidence that the Homeowners Association is organized and in existence. Each lot shall have one

vote for the purpose of computing a majority. Jointly owned lots will be counted as voting against forming the Association unless all joint owners of a single lot sign the petition. If and when "Walnut Ridge Homeowners Association" is formed, it shall be for the purpose of administering the functions of these covenants, and collecting and disbursing the maintenance charges hereinafter provided, to-wit:

Section 1. Membership. Subject to the provisions of its By-Laws to the contrary, every person(s) or entity(s) who is a record Owner of a fee or an undivided fee interest in any Lot in Walnut Ridge Subdivision shall be a member of the Walnut Ridge Homeowners Association, subject to such voting rights as are provided in the By-Laws thereof; provided, however, that any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member.

Section 2. Maintenance Charges. All Lots shown on the recorded Plat shall be subject to an annual assessment at the rate to be determined by the Developer until the Developer, in its sole discretion, decides to delegate this responsibility to the Walnut Ridge Homeowners Association. Said assessment shall be due and payable on the first day of each year and may be adjusted, either by decreasing the same or increasing the same by the developer until the last lot is sold and thereafter by a majority vote of the property owners. Provided, however, that no Lot while the same is owned by the Developer who intends to sell to any contractor or other person or any contractor who is or intends to use the same for the purpose of constructing a residence to be resold to third parties shall be subject to assessments herein provided, except to the extent that such Person or Developer elects to pay such assessment or a portion thereof. In the event such a Person or Developer so elects to make said payments or portion thereof, such Person or

Developer may thereafter elect to discontinue said payments. All sums are payable to the Developer and shall be administered by the Developer and may be used for the functions hereinafter set out, it being expressly stipulated that the Developer is empowered to perform any and all of said functions, but that it shall be under no duty to perform, or to continue to perform, any of said functions or to collect and administer the annual assessment:

- (a) Payment of the necessary charges and expenses of the Common Area.
- (b) Maintenance of all irrigation systems, landscaping and signs located on the Common Area.
- (c) Caring for vacant and untended land, if any, within Walnut Ridge Subdivision, removing grass and weeds therefrom and doing all other things necessary or desirable, in the opinion of the Developer or directors of the Association, to keep all property within the subdivision neat and in good order for the general benefit of the Owners of all Lots within the subdivision and for the maintenance of drainage easements.
- (d) The payment of any expenses incident to the enforcement of these Covenants.
- (e) The payment of any property taxes and assessments, if any, which may be levied by any public authority upon the Common Area which may be established for the benefit of the Owners in Walnut Ridge.
- (f) Such other purposes and functions which in the opinion of the Officers, Directors and Members of the Association may be necessary for the general benefit of the Owners of Lots in Walnut Ridge.

Section 3. Beautification. The planting of flowers, grass, shrubs and other botanical beautification of all property in Walnut Ridge is encouraged.

Section 4. Liens. The annual assessment or charges shall constitute a lien or encumbrance upon that particular land and acceptance of each of the several Deeds or conveyances shall be construed to be a covenant by the Grantee to pay said assessment and charges, which covenant shall be for the benefit of the Developer and the Owners of Lots in the subdivision and which covenants shall run with the land and be binding upon any Grantee, its heirs, successors and assigns. The Developer and Property owners shall have the exclusive right to take and prosecute all action or suits, legal or otherwise, which may be necessary for the collection of said assessments and charges.

Section 5. Foreclosure. In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for foreclosure shall be the same as for the foreclosure of a real estate mortgage in the State of South Carolina.

Section 6. Limitation on Liens. The lien hereby reserved, however, shall be subject to the following limitations and exceptions, to-wit:

(a) Such lien shall be at all times subordinate to the lien of any Mortgage or Lender of any sums secured by a recorded Mortgage or Deed to Secure Debt, to the end and intent that the lien of any Mortgagee, Trustee or Lender, legal or equitable, shall be paramount to the lien for the charges and assessments herein, provided, further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure or Deed in lieu of foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such

charges of assessments accruing after such sale under foreclosure or acquisition of title by Deed in lieu of foreclosure.

(b) Notice of any charge or assessment due and payable shall be given by filing notice of pendency of action in the Lis Pendens Book in the Office of the Clerk of Court for Greenville County, South Carolina. As to subsequent bonafide purchasers for value, the lien herein reserved for charges and assessments due and payable shall be effective only from the time of the filing of said Lis Pendens; provided, however, that nothing herein contained shall affect the right of the Association to enforce the collection of any charges and assessments that shall become payable after the acquisition of title by such subsequent bonafide purchaser for value.

(c) The lien herein created shall be subordinate to the lien of laborers, contractors or materialmen furnishing labor, services or materials in connection with the construction or alteration of any improvements located on any numbered Lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after foreclosure of any such lien.

Section 7. Future Additions. The Developer may hereafter plat additional subdivision of land contiguous to or nearby Walnut Ridge and the Developer reserves the right to subject the same to membership in the Walnut Ridge Homeowners Association, Inc., and to grant the Association rights, powers, duties and obligations with respect to annual maintenance charges and assessments for the same or similar objects and purposes and on substantially the same terms and conditions as those which are set forth in this Article.

Section 8. Assignment. The Developer shall have the exclusive right to transfer and assign all of his rights, powers, privileges and authorities to, and to withdraw the same from, such other person, organization, association, firm or corporation as the Developer may select, including the Walnut Ridge Homeowners Association. In the event of such transfer and assignment, all maintenance funds then on hand shall be forthwith paid over and delivered to the transferee or assignee so selected by the Developer to be held for the purposes specified herein, and such transferee or assignee so selected by the Developer shall hold the same for the purposes specified herein. Such transferee or assignee by accepting such funds shall assume all obligations of the Developer hereunder.

Section 9. Uniform Assessment. All liens, charges and assessments created hereunder must be uniformly fixed, assessed, charged and collected on all numbered Lots; provided, however, that notwithstanding anything herein to the contrary, Developer and all contractors shall not be obligated to pay assessments.

ARTICLE X

Storm Water Management Facility

Section 1. Declarant/HOA Covenant.

(a) All parties affected by this Declaration intend the covenants in this Declaration to run with the land and with title to the Property. If any clause or covenant of this Declaration prevents this Declaration from running with the land, such clause or covenant shall be judicially modified and enforced so that the covenants in this Declaration run with the land.

(b) Declarant shall transfer ownership of the common areas when the BMP (Best Management Practices) features are located in the Common Areas of the Association to the Homeowners no later than that date after Declarant shall have conveyed fifty (50) percent of parcels to Homeowners other than Declarant.

(c) If/when the owner of the property is an Owners Association,

i. The membership of the Association shall consist of Declarant until turnover of power to the Association, and every Homeowner. Membership into the association is mandatory for all current and future property/lot owners.

ii. The Association shall have the powers set forth in the Articles and Bylaws and granted by South Carolina law. The Association shall have the power to adopt a budget and to assess Homeowners to pay for the Association's expenses as set forth in the governing documents. Except as provided in the governing documents, the Board of Directors may act in all instances on behalf of the Association.

iii. The storm water management facility maintenance has funding priority over other expenses, unless local jurisdiction overrides.

iv. Funds for storm water management will be kept separate from other funds.

v. Funding will be available at all times for repairs.

vi. To the extent permitted by law, the association cannot dissolve without passing storm water maintenance responsibility to another legal entity.

Section 2. Common Areas - Responsibilities and Maintenance.

(a) The Landowner (initial developer/Declarant), its successors and assigns, including any homeowners association will own and maintain the Common Area and all

BMP (Best Management Practices) features (structural and non-structural) located within the Common Area, including but not limited to, storm water management facilities, buffers, low impact development and associated elements. Within these areas, no structure, planting or other material shall be placed or permitted to remain (1) which may damage or interfere with the performance of storm water features, easements; or (2) buffer areas or which may change the direction of flow of storm water or drainage channels; or (3) which may obstruct or retard the flow of water through the storm water features in these areas.

(b) Pet waste signs/stations are to be located in all common areas to encourage all homeowners to dispose of their pet waste appropriately. The Association will be responsible for maintaining, repairing, and/or replacing the sign/stations.

Section 3. Ownership & Maintenance of Structural Storm Water Management Facility (SWMF) and LIDs (Low Impact Developments).

(a) The Landowner (initial developer/Declarant), its successors and assigns, including any homeowners association will own, operate and maintain the SWMF, including any LID elements and manufactured BMPs.

(b) In addition to the powers granted under its governing documents, the Association shall provide the following services:

i. Maintenance of all Common Areas located within the Property to the extent permitted by governmental authority.

ii. Maintenance of any real property located within the Property upon which the Association has accepted an easement for maintenance.

iii. The Association's maintenance of the Common Area shall specifically include, but shall not be limited to, the facility and the stormwater management system to the extent permitted by the County.

(c) The Association shall maintain the Storm Water Management Facility (SWMF) in accordance with the approved Storm Water Management Plan (Permit # 13-1084) and Maintenance Requirements for each element of the SWMF, including manufactured BMPs.

i. The Landowner, its heirs, successors and assigns, will perform the work necessary to keep the facilities in good working order as appropriate.

ii. The Association will follow routine and prescribed maintenance of all SWMF elements, including manufactured BMPs, in accordance with the approved maintenance plan

iii. No alterations of the SWMF and appurtenances will be permitted without the prior written consent and approval of the storm water permitting agency.

iv. The Association and all Homeowners are beneficiaries; therefore the Association and all Homeowners will have standing to enforce any of the provisions in this section.

v. Easements for Stormwater Management: For those Stormwater Management features not located within a Common Area owned by the Association, there shall be a non-exclusive perpetual easement upon, over, under and across all portions of the Property utilized for the surface water or stormwater management system. Additionally, the Association shall have a perpetual nonexclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the

drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the storm water permitting agency.

(d) Common areas and easements: shall allow any authorized agent the right of ingress and egress over the Property and any easement areas, at a reasonable time and in a reasonable manner, for the purpose of operation, maintenance, or repair as required.

(e) Low Impact Development Features located on individual lots (if applicable):

i. If an LID feature is located on individual lot(s), the owner(s) of the lot(s) will be responsible for the maintenance of such feature per the maintenance requirements, in accordance with the approved Storm Water Management Plan (Permit # _____) and Maintenance Plan.

ii. The LID feature shall not be altered or eliminated without approval from the storm water permitting agency.

iii. The ownership of the LID feature will be included in the deed and shall run with the land

Section 4. Ownership and Maintenance of Non-Structural Storm Water Management Features.

(a) Buffer Areas, if applicable:

i. The Association shall own and maintain Buffer Areas when particularly used as part of the stormwater management system, as outlined in the Storm Water Management Plan.

ii. The Buffer Area must remain undeveloped in perpetuity, unless the owner of the Buffer Area, or any successors or assigns, obtains the prior written approval of the storm water permitting agency. To maintain the ability of the Buffer Area to filter

and absorb stormwater, and to maintain compliance with Stormwater Management plan, the use of the Buffer Area is hereinafter limited as follows.

No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material may be placed, stored or dumped on the Buffer Area, nor may the topography of the area be altered or manipulated in any way;

Any removal of trees or other vegetation within the Buffer Area must be limited to the following:

(a) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained

(b) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed except that one winding path, that is no wider than six feet and that does not provide a downhill channel for runoff, is allowed through the area;

No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Buffer Area, except for a sign, utility pole or fence;

No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Buffer Area;

Any level spreader directing flow to the Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

Section 5. Responsibilities of Homeowners/Property Owners:

(a) Lot Development. During the construction or renovation of a dwelling, the Homeowner or the Homeowner's builder shall control erosion and sedimentation during and after construction, stabilize cleared areas, limit stockpiles, protect stormwater inlets during construction, remove temporary control systems after construction, and limit the placement of gutters and drains. The Homeowner's builder shall comply with the local government and the storm water management plan requirements for erosion and sediment control.

(b) Interference with Storm Water Management System Elements. Homeowner will not interfere with any SWMS Elements on Homeowner's Lot so as to preclude the function of the element. This includes LID elements, which are incorporated into the SWMS.

(c) Altering Flow of Surface Water Drainage. Homeowner will not alter, change or obstruct the flow of any surface water drainage in a SWMF Element on Homeowner's Lot.

(d) Use of Area of Lot Subject to Storm Water Management System Easement. Homeowner may use any portion of Homeowner's Lot subject to a SWMS Easement so long as Homeowner's use is not inconsistent with the SWMS Easement.

Section 6. The Association should work with the Soil & Water Conservation District to be proactive in Environmental Education (good housekeeping practices) to

homeowners and residents within the subdivision to include, but not limited to: purpose of storm water management & features; car washing; disposal of yard waste; pet waste impact and disposal; use of fertilizers and herbicides; oils from cars, motorcycles and lawn mowers; carpet cleaning water; cooking grease.

ARTICLE XI

Conservation Easement

Declarant hereby acknowledges the legal obligation to impose a conservation easement upon all that certain real property depicted as open space or as a pond or creek or stream easement or restriction on the recorded final subdivision plat of the Property. The said conservation easement and restriction, the terms of which are herein specified, shall be reserved in a deed to the Association, as a negative covenant to benefit the individual members of the Association (hereinafter the "Conservation Easement"). The said Conservation Easement shall be perpetual in duration and shall run with the land.

Declarant further acknowledges the Conservation Easement is a requirement of the Greenville County Land Development and Zoning regulations (hereinafter the "Cluster Regulations"). Reference is hereby made to such Cluster Regulations, and the Conservation Easement shall, in accordance therewith, be for the purpose of proscribing all future subdivision or development of any kind or nature whatsoever within the said Open Space. It is Declarant's express intent that no right of public access shall be intended or implied by the creation of the said Conservation Easement. Further, beyond normal maintenance, including the removal of deadwood and organic debris, there shall be no cutting of trees or removal of natural vegetation from within the property encumbered by the Conservation Easement, except that such trees and vegetation can be

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removed during development a) to establish or utilize utility easements therein; b) to establish or maintain passive recreation facilities, such as a walking path or trail; and c) to establish or maintain drainage ways, all of which exceptions shall be first approved by the Greenville County Planning Commission and noted on the final subdivision plat. Generally, the said trees and natural vegetation and the other natural amenities and features of the Open Space shall be preserved and maintained by and at the sole cost and expense of the Association. Additionally, the Association shall be vested with a right of enforcing the Conservation Easement. All costs of preservation, maintenance and enforcement shall be assessable against the Association members as common expenses. The Association, by acceptance of an instrument conveying the Open Space according to these terms, shall also accept the associated monetary and maintenance responsibilities set forth herein. The provisions hereinabove recited to define the scope of the Easement shall yield to and be construed in a manner consistent with the Cluster Regulations and shall prevail over any other inconsistent provisions hereof.

ARTICLE XII

Miscellaneous

Section 1. Applicable Law. The law of the State of South Carolina shall govern the terms and conditions of this Declaration.

Section 2. Severability. If any term or provision of this Declaration or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the applications thereof shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

Section 4. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting their terms and provisions of this Declaration to which they relate.

Section 5. Notice. Any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid mail to such address of the person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this paragraph. If any Person consists of more than one person or entity, notice to one as provided shall be notice to all.

Section 6. Amplification. The provisions of this Declaration are amplified by the Articles and By-Laws; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles and By-Laws on the other, be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provision of this Declaration control anything in the Articles or By-Laws to the contrary.

IN WITNESS WHEREOF, the Developer, Crown Holdings, LLC, has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

Executed and declared
in the presence of:

Crown Holdings, LLC

Barbara B. Cantrell
Witness

By: D.C. Snipes
D.C. Snipes its only member

[Signature]
Witness

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE)

Personally appeared before me the undersigned witness, who says on oath that (s)he saw the within named Corporation, by its duly authorized President, sign, seal and deliver the within written Declaration of Covenants, Conditions and Restrictions of Walnut Ridge, and that (s)he, with the other witness, witnessed the execution thereof.

Sworn to before me this
15 day of June, 2017.

[Signature]
Notary Public for South Carolina
My Commission Expires: 8-26-20

Barbara B. Cantrell

