

- existing white vinyl landscape fence along North McElhaney Road. The fence shall be wood and shall be six (6) feet in height;
- (b) In the event the owner/owners of Lots Nos. 1 and/or 71 Summer Wood Subdivision should erect a fence along their property line fronting on North McElhaney Road, the fence shall be approved by the Architectural Committee as set out in Paragraph III (6) of the Restrictive Covenants.
- (c) In addition to the foregoing the parties further agree that in the event the owner/owners of Lots Nos. 1 and/or 71 Summer Wood Subdivision should erect a fence along their property line fronting on North McElhaney Road, the owner/owners of said lots shall plant a hedge approved by the Architectural Committee, on the exterior of their privacy fence, and maintain same at a height of four (4) feet.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Areas. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be posted at the entrance to the Common Areas.

Section 2. Use of Property. Each building, the residences therein, and the Common Areas and facilities shall be for the following uses and subject to the following restrictions, and, in addition, to those set forth in the By-Laws:

- (a) All buildings and the Common Areas shall be used for residential and relative common purposes. Each Lot may not be subdivided and any building, as defined herein, shall only be used as a single family residence, and for no other purpose.
- (b) No trailer, 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.
- (b) Nothing shall be kept and no activity shall be carried on in any building or residence or on the Common Areas, which will increase the rate of insurance applicable to residential use, for the property or the contents thereof. No owner shall do or keep anything, nor cause or allow anything to be done or kept, in his residence or on the Common Areas which will result in the cancellation of insurance on any portion of the property, or the

contents thereof, or which will be in violation of any law, ordinance, or regulation. No waste shall be committed on any portion of the Common Areas.

- (c) No immoral, improper, offensive or unlawful use shall be made of the property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the property.
- (d) Nothing shall be done in or to any residence or in, to, or upon any of the Common Areas which will impair the structural integrity or any building, residence or portion of the Common Areas or which would impair or alter the exterior of any building or portion thereof, except in the manner provided in this Declaration.
- (e) No industry, business, trade, occupation, or profession or any kind, whether commercial or otherwise, shall be conducted, maintained, or permitted on any part of the property, except that the Declarant or its agents or Licensed Builders may use any unsold residence or lease any such residence for sales or display purposes, to including conducting promotional campaigns, "Open House" programs and other sales/marketing events.
- (f) No Owner shall display, or cause or allow to be displayed, to public view any sign, placard, poster, billboard, or identifying name or number upon any residence, building, or any portion of the Common Areas, except as may be allowed by the Association pursuant to its By-Laws, provided, however, that the Owner of any Lot, or his respective agents, may place "For Sale" or "For Rent" signs, not larger than 24 inches by 20 inches on any Lot.
- (g) No person shall undertake, cause, or allow any alteration or construction in or upon any portion of the Common Areas except at the direction or with the express written consent of the Association.
- (h) The Commons Areas shall be used only for the purposes for which they are intended and reasonably suited, and which are incident to the use and occupancy of the residences, subject to any rules and regulations that may be adopted by the Association pursuant to the By-Laws.

- (i) No house trailer, inoperable or unlicensed cars or trucks shall be placed on any lot, either temporarily or permanently. No boats, camping trailers, motor home or recreational vehicle shall be placed on any lot unless such is stored within a garage or behind the residence so as not to be visible from the front of the residence. No school buses or commercial vehicles shall be parked overnight upon the roads of this development or on any lot therein.
- (j) All fuel oil tanks or containers shall be covered or buried underground consistent with normal safety precautions, and applicable governmental regulations.
- (k) No animals shall be kept, maintained or quartered on any lot except that cats, dogs, and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. All pets shall be properly leashed, caged and/or fenced at all times.
- (l) No television satellite antenna discs over eighteen (18") inches shall be allowed on any lot, and all satellite antenna discs must be placed at the rear of any residence and shall not be visible from the street.
- (m) No fencing of any type shall be allowed or erected that extends past the frontal line of any residence, and subject to Article VII(6)(a)-(c).
- (n) No obnoxious or offensive activity shall be carried on upon the property, nor shall anything be done which may be or may become a nuisance or an annoyance to residents within the property.
- (o) No above ground pools of any kind, except for children's plastic wading pools, shall be allowed on any lot in the subdivision.
- (p) No action shall be taken by any lot owner or the Association to negate the storm drainage facility usage of the pond situate in the Common Area.
- (q) Each lot owner shall be responsible for erosion control on his lot and the water quality of water originating on his lot pursuant to the approved plans of the Greenville Storm Water Management Agency.

ARTICLE IX.

EASEMENTS

Section 1. A perpetual non-exclusive easement is reserved over each side lot line 5 feet in width and 10 feet in width on each rear lot line for the installation, operation and

maintenance of utilities and for drainage purposes. Such other easements across the lots as are shown on the recorded plat are also reserved. However, if one or more lots are combined, the drainage and utilities easements provided for herein shall be along the perimeter of such combined lot. A perpetual non-exclusive easement in favor of all Owners of Lots for their use and the use of their immediate families, guests and invitees, tenants or lessees for all property and normal purposes and for ingress and egress and regress to such Common Areas.

Section 2. All easements herein provided for shall include the right to cut trees, grade ditches, lay drain pipes or do such other things as may be reasonably required to provide for necessary drainage and utilities.

Section 3. The Committee is authorized to approve or ratify, in the construction or alteration of any building, minor encroachments upon the easements provided for herein or on the recorded plat if, in the opinion of all the members of the Committee, the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat, and if in the opinion of the members of the Committee such violation will cause no substantial injury to any other lot owner. The approval or ratification by the Committee in accordance with the paragraph shall be binding on all persons.

ARTICLE X. MISCELLANEOUS

Section 1. Nothing herein contained shall be construed to prevent the developers, or its successors or assigns, from maintaining temporary sales offices and storage on any lot while subdivision is in the process of being developed and/or residences being constructed therein. Such temporary sales office need not comply with the restrictions contained herein regarding floor size or type of constructions.

Section 2. The covenants herein contained are to run with the land and shall be binding on all persons claims under them for a period of 25 years from the date these presents are recorded, at which time said covenants shall be automatically extended for successive periods of 10 years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or part, however, the Board of Directors may amend this Declaration without the consent of the Owners, to correct any obvious error or inconsistency in drafting, typing or reproduction. All amendment shall be certified as an official act of the Association and shall forthwith be recorded in the ROD Office for Greenville County, South Carolina. All amendments shall become effective upon recordation.

Section 3. All refuse and garbage containers must be stored at the side or rear of each residence and placed at the curb only on the morning of the designated day of pickup and removed from the curb the evening of the day of pick-up.

Section 4. In the event of any irreconcilable conflicts between this Declaration and the By-Laws of the Association, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between this Declaration or the By-Laws of the Association and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.