

The Governors Homeowners Association, Inc.

**Restrictive Covenants for Phases 1, 3 & 3A
Revised September 2005**

2. No mobile home(s) or pre-manufactured homes of any type, whether on wheels, jacks or permanent foundation will be allowed in said subdivision.
3. No trailer homes, motor homes, campers or recreational vehicles will be allowed in said subdivision.
4. All boats of every type or description and all boat trailers of any type or description shall be stored in a garage so they are not visible from any street in said subdivision.
5. No abandoned, unlicensed, unsold or inoperable motor vehicles of any description shall be allowed to be parked on any lot, driveway or public street in said subdivision. Parking on any given lot shall be restricted to the parking of residents and guests personal passenger vehicles.
6. No structure of a temporary character (as determined by the Board of Directors of the Association or its appointee), tent, shack, barn, storage shelter or any other type outbuilding shall at any time be used on any lot in said subdivision for any reason whatsoever, including temporary residence, except during construction, a small storage building for tools and equipment may remain during the construction time, not to exceed one (1) year.
7. No noxious or offensive activity shall be conducted anywhere on the property subject to these restrictions nor shall anything be done thereon which may be or become an annoyance, nuisance or menace to the subdivision as determined by the Board of Directors.
8. No lot or any part thereof shall be used for any business or commercial purpose.
9. All antennae, receiver or transmit terminals or other devices used for reception and/or transmission of audio or video signals shall not be installed without the prior written approval of the Architectural Control Committee.
10. The location of any swimming pool, wading pool, or other structure must be approved in writing by the Architectural Committee prior to commencement of construction and installation. All swimming pools, wading pools or other structures of a similar type must be constructed and installed below ground level and none shall be permitted above ground level. Each lot owner shall provide a fence surrounding the installation and such fence shall be in accordance with the other provisions of these restrictive covenants pertaining to fences as well as any applicable state and local ordinances.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in this subdivision, except that cats, dogs or other household pets may be kept, provided they are not bred or maintained for any commercial purpose. All acceptable pets must be kept on the owner's lot and in accordance with all applicable governmental regulations.
12. Garbage, trash cans and woodpiles must be located so that they will not be visible. Permanent clotheslines will not be permitted.
13. Property owners will be required to keep or provide for shrubbery or hedges trimmed to reasonable limits, so that air circulation or view from surrounding property will not be adversely affected and so that traffic hazards will not be created. The Homeowners Association shall be responsible to hire a contractor to cut and maintain the common areas of the subdivision. Lot owners are responsible for maintaining their lots in

a fashion that will compliment the surrounding lots and common areas. If 3 complaints are received by the Board that a lot is not being properly maintained, the lot owner will be notified in writing and have 14 days to bring the lot up to standard. If the lot owner fails to do so, the Association may impose a fine of not more than \$10 per day until the lot is brought into compliance.

14. Basketball goals or other recreational devices shall not be attached to the front of any home. Swing sets, trampolines, and other recreational devices shall not encroach onto the common areas.

15. Provision must be made by the property owner for off-street parking of automobiles belonging to domestic employees and the parking of such cars on the streets of said subdivision will not be permitted.

16. Residents must obey the posted speed limit throughout the entire subdivision. Habitual speeders will receive a warning letter from the Board.

17. The pool and tennis court facilities are for the exclusive use of lot owners and their guests. A lot owner must accompany guests or advance arrangements must be made with the Board for guests. All owners and guests are required to observe all posted rules at the swimming pool. These are DHEC rules and failure to follow these rules can result in the facilities being shut down by DHEC. Violation of these rules will result in the following penalties:

1st offense – warning

2nd offense – suspension of privileges for one week

3rd offense – suspension of privileges for one month

4th offense – suspension of privileges for the season

For the purposes of this covenant, a violation shall be considered one which is witnessed by two adults in addition to the party reporting the violation. Only swimming related articles shall be permitted at the pool. Skateboards, roller blades, baseballs and bats, tennis racquets and other sporting equipment are not permitted.

18. No signs shall be permitted on any lots except a single sign offering a property for sale may be placed on any such lot providing such sign is the typical size real estate sign for residential property. No real estate directional signs shall be permitted on any property whether privately owned or common areas within the subdivision. No signs, except those authorized by the Board of Directors shall be permitted at the entrance to the subdivision or on any common property owned by the Homeowners' Association.

19. The property within this subdivision is hereby declared to be a bird sanctuary and the hunting of birds is hereby prohibited.

20. Violation of any of these covenants may, at the discretion of the Board of Directors, result in the Association taking appropriate action to correct the violation at the lot owner(s) expense. Lot owners may request the Board to take corrective action against another lot owner if three (3) other lot owners request corrective action for specific violation of any covenant contained herein. In any case, a lot owner has the right to meet with the Board and any lot owner(s) requesting enforcement of a covenant to mediate the complaint to the satisfaction of all parties prior to the Board taking corrective action. Complaints between lot owners not covered by these covenants are not the prerogative of the Board to resolve. Failure to pay any fines levied in connection with the violation or the cost of corrective action may result in a lien being placed on the property of the offending lot owner(s).

21. Lot owners may lease their property to a single family for residential purposes. Lot owners must provide the Association with lessee contact information that being, at minimum, name and both work and home telephone numbers. Lot owners must also provide the Association with their forwarding information again being, at minimum, address and work and home telephone numbers. Lot owners and/or their agents acknowledge that failure to follow the rental approval/HOA dues requirements set forth here will give the Association the right to seize rent to fulfill the HOA dues requirement plus any legal fees incurred by the Association for collection. Tenants will be required to follow all By-Laws and Covenants of the Association. The lot owner will be responsible for insuring that tenants follow all covenants of the association. Failure to comply will grant the association rights of enforcement/collections of dues, fines, interest and legal fees from either the tenant or the lot owner at the discretion of the Board.

22. The Association shall prepare a directory of its members, which shall be revised from time to time. The directory shall include the names, addresses and phone numbers of the members and shall be distributed to all members from time to time as a convenience to the members. *Privacy Policy: The directory and individual information contained in it shall not be distributed by the Association to any party, real or fictitious, outside the Association. Individual members can cause their names, and/or phone numbers to be omitted from the directory by notifying any Board member in writing of their desire to be omitted. If a member elects to be omitted from the directory, his name, and/or telephone number shall be removed from the directory at the first revision to the directory from the date of notification to a Board member. In lieu of names and telephone numbers for a member who has chosen to be omitted from the directory only a street address will appear. The word "omitted" will be inserted in the name and telephone columns of the directory.* Other information for inclusion in the Newsletter will be solicited by the Association such as birthdays, anniversaries, births, etc. This information will be provided by members on a voluntary basis and may be published in the Newsletter by the Association.

III. SETBACK LINES, LOCATIONS AND SIZE OF IMPROVEMENTS AND BUILDING PLOTS

1. No building shall be erected on any lot nearer than thirty (30) feet to the front lot line and twenty (20) feet to the rear of the lot line. No residences shall be erected nearer than eight (8) feet to any side lot line. The Architectural Control Committee, which is provided for herein, shall have the authority to alter minimum or maximum set back lines of any lot or lots provided, however said alteration is expressed in written form and approved by the Architectural Control Committee prior to the beginning of construction on any lot or lots affected by such change. Any alterations must comply with Anderson County minimum standards.

2. Any wall, fence or hedge to be erected or placed on any lot, whether as part of the residence or later addition must have the written approval of the Architectural Control

Committee prior to the beginning of construction of such wall, fences or hedge. Chain link fences are not permitted except in the common area approved by the Architectural Control Committee. All fences must be uniform in design and material as outlined by the Architectural Control Committee. Any deviation in style, material or architectural design must be in writing and approved by the Architectural Control Committee.

3. Nothing contained herein shall be construed to prohibit the use of more than one lot or portions of one or more lots as a single residential building site. In such event the Architectural Control Committee shall have authority to determine the set back line(s), the direction the building shall face, the location of the building on the lots and any other matters as to conformity and harmony of the building with the remainder of the subdivision. These matters must be approved in writing by the Architectural Control Committee before any construction may begin.

4. The Board of Directors may, with the approval of a majority of lot owners, elect to grant easement to common areas owned by the Association if such easement shall benefit the overall esthetics or financial position of the subdivision.

5. No residence shall be constructed on any lot containing less than sixteen hundred (1600) square feet of heated floor space exclusive of porches, garages and breezeways. No story and one half or two story residence shall be erected containing less than one thousand (1000) square feet of heated floor space on the ground floor of the structure. Homes with finished basements must have at least one thousand five hundred (1500) square feet of heated floor space above ground level. All residences must have two car garages attached or detached. All garages must have a minimum of four hundred (400) square feet of area for storage of residential vehicles or boats. No residence shall be constructed without having a double car garage which shall remain permanently as a functional garage. All garage openings must have doors. Storage buildings attached or detached must be constructed of the same material as the home and approved by the Architectural Control Committee for design and location. The Architectural Control Committee shall retain the right to approve exterior material (vinyl, stucco, brick, concrete, etc.) at the sole discretion of the Committee. When vinyl is used as the predominant exterior material it must be supplemented with brick or stone on a majority of the front of a home. All roof pitches shall be at least 8/12. Any deviation from this standard must have written approval from the Architectural Control Committee.

6. No grading or filling which would significantly change the elevation of any lot shall be done without the prior written approval of the Architectural Control Committee. All lot owners are responsible for disposal of surface water. Surface water diversion matters fall under the authority of DHEC and the findings of DHEC shall be final.

7. All residents shall have a special mailbox, which shall be supplied by the builder/developer at the lot owner(s) expense (which shall be paid at closing). Mailboxes shall be maintained in a good state of repair by owners at all times. No changes are to be made to the original design, style or color of the mailbox or post unless approved by a majority of lot owners by special vote and then all mailboxes must be replaced to meet the new design standard.

8. Upon completion of construction, the owner shall cause the contractor to (within ten days) remove all debris, equipment, tools, and construction materials from the lot, or any adjacent lot or common area where such materials may have been deposited during construction. Any damage to roads or property owned by others caused by the

owner(s) contractor, any contractor engaged in the construction of spec houses or his sub-contractors shall be repaired at the contractor's expense. All owners/contractors shall provide a stone driveway during construction and silt fencing around the down sloping sides of any lots to avoid excessive runoff of mud into streets, adjacent lots or common areas.

9. It shall be the responsibility of each lot owner or tenant thereof to prevent the accumulation of litter, trash, packing crates or unkempt condition of buildings or grounds on his property or to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or a specific area. No loose trash will be permitted to be strewn about the property at any time. Garbage containers must be kept out of sight from the street, except during collection hours. No garbage containers may be kept in front of any residence or garage at any time except on collection days. During construction all lots owners and contractors shall be required to provide dumpster type containers and insure all trash is kept in such containers. It shall be permissible to use one container for adjacent lots under construction.

10. All lots must be landscaped within 30 days of substantial completion of the structure unless extraordinary conditions such as weather or extended lead time required for special landscaping delivery beyond the initial 30 day period. Builders/lot owners experiencing such situations should notify a Board member of the delay.

11. Each lot owner shall be responsible to maintain an aesthetically pleasing look to his property, as determined by the board.

IV. APPROVAL OF PLANS

1. Plan review and approval for new construction on undeveloped lots will remain the responsibility of the developer, Greenville Street Properties, until the developer elects to transfer the responsibility to the Architectural Control Committee.

2. The Architectural Control Committee for this subdivision shall consist of not less than 3 members and shall report to the Board of Directors of the subdivision. Upon formation of the committee, its members shall appoint a chairperson. The committee acting by majority vote may add additional members if it deems it necessary to carry out its duties. The committee shall immediately notify the Board of Directors of any infractions or disputes that may develop with regard to its duties as outlined elsewhere in these covenants.

3. No improvement shall be erected, placed or altered or changed on any lot in this subdivision unless the building floor plans, front and rear and side elevations (1/4" scale), completed application to construct, written specifications and plot plans showing the proposed construction, exterior design and location of such improvement have been approved in writing by the Architectural Control Committee with copies of said written approval received by the Board. The Architectural Control Committee shall consider the conformity and harmony of the external design and consistency of the plans with existing improvements on other lots in the subdivision and the location of the structure with respect to topography and finished ground elevation. In addition, a landscape development plan must likewise be submitted and approved by the Architectural Control Committee showing location of the proposed fences, swimming pools, detached garages, storage buildings, energy-producing devices, boundary or patio walls, hedges, shrubbery,

walkways, driveways, parking areas and prominent trees. Basic landscape plan must be installed prior to occupancy. Lawns in the front shall be sod. Removal of major trees (diameter greater than 10") shall require approval of the Architectural Control Committee unless they are inside the footprint of the construction design.

4. In order to maintain the quality of the overall development and improvements made on each lot in this subdivision, the Architectural Control Committee is vested with full authority to refuse to approve any plans, specifications, plot plans or landscape plans which in its sole opinion and discretion (based on majority vote of its members) are not compatible, suitable or desirable and in so passing upon such plans, specifications, plot plans or landscape plans, the Committee shall take into consideration the suitability of the proposed building or other improvement, the materials of which it is built, 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 outlook from adjacent or neighboring property within the subdivision. In the event a dispute develops between an applicant and the committee, the committee shall immediately schedule a meeting with the applicant, Architectural Control Committee members and members of the Board of Directors so that both sides may air their differences. A final decision to resolve the dispute will be rendered by a majority vote of the Board of Directors within 7 days of the meeting. The decision of the Board will be final.

5. In the event that the Architectural Control Committee fails to approve or disapprove such plans within fifteen (15) days after they have been submitted to the Committee, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced and such erection or alteration is substantially complete, approval of the Architectural Control Committee will be conclusively presumed and this Covenant will be deemed to have been fulfilled complied with by default. The term "building and improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area.

6. Application for approval as required herein shall be made to the Committee. At the time of making such application the building plans, specifications, plot plans, landscape plans and an application form provided by the Committee should be submitted. Such plans and specifications will be retained by the Architectural Control Committee and the applicant with the approval or disapproval plainly noted thereon.

7. Upon the approval of the Architectural Control Committee of any proposed construction or alteration, the Architectural Control Committee shall issue the applicant a written approval. No construction or alteration of the lot(s) shall be carried on unless or until such written approval is delivered to the applicant by the Committee. A sign indicating approval of the Committee shall also be provided to the applicant and posted on the site of the approval once the applicant has provided the Committee with copies of all building permits provided by governmental authorities having jurisdiction.

8. In the construction or alteration of any building, the Architectural Control Committee is authorized to approve or ratify minor deviations of the provisions of paragraph #3 of this section. This shall be in writing in the form of a variance. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

V. COMMON AREAS, STREETS AND HOMEOWNERS' ASSOCIATION

1. The Governors Homeowners Association, Inc. will be controlled by the By-Laws of the Association. The Association shall manage all common areas owned in common with all lot owners designated on the plat recorded at the Anderson County Courthouse for the use, benefit and enjoyment of all of the owners of the lots of the subdivision and members of the Homeowners' Association. The development and use of the common areas shall be vested in the Board of Directors as set forth in Section IV herein and shall be in conformity with the restrictive covenants.

2. Building contractors owning lots for speculative building shall not be part of the Homeowners' Association and shall not be required to pay association dues or assessments. Building contractors with unsold speculative residences will be required to keep lawns and shrubbery trimmed and maintained in a manner compatible with surrounding homes. Contractors owning lots for speculative building shall not have a vote in any matters of the Association.

3. Upon the purchase of a lot in the subdivision, a share in the Homeowners' Association will be transferred to each lot owner, except as stated in paragraph two (2) above upon payment of the then established share value, which share shall be non-assignable and transferable only with the conveyance of each lot from time to time. Membership in the Association is mandatory and runs with the land and is required of all lots owners whether their titles are acquired by deed, contract for deed, devise or intestate succession or by any other method, including a person or entity acquiring title by foreclosure of a mortgage. The lot owners Title to Real Estate (deed) shall serve as evidence of the lot owner(s) one (1) share in the Homeowners' Association.

4. Upon conveyance of any lot within the said subdivision, the ownership of the one share of the Homeowners' Association will automatically vest in the new owner of the lot upon recordation of the deed. Each lot owner(s) shall notify the Homeowners' Association of the conveyance of said lot to the Homeowners' Association and a change of name will be made on the corporate books.

5. In the event that a lot is sold and no notice is given to the Association, then the one (1) share belonging to the prior lot owners will be canceled on the books of the Association and the secretary of the Association shall record ownership of the one (1) share ownership of the new lot owner(s) dated the date of recordation of the deed to the new lot owners.

6. Each purchaser of a lot shall be entitled to one (1) vote per lot in the said Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of the property. In the event of joint ownership of a lot or lots, said joint owners will be entitled to only one (1) vote per lot as determined between them and if an agreement cannot be reached by the said joint owners at the time of the annual meeting of the Homeowners' Association, the said vote will not be counted.

7. There shall be an original deed transfer fee of Three Hundred and Fifty (\$350) dollars to be paid to the Homeowners' Association at the time of the purchase of a home or lot in the subdivision in exchange for a share in the Homeowners' Association Corporation. Thereafter, upon each subsequent transfer of the lot to a new owner, there shall be imposed and additional transfer fee of Three Hundred and Fifty (\$350) dollars to be paid by the new owner to the Home Owners Association, which shall be paid at the transfer of the title to the lot. Failure to pay the original or any subsequent transfer fee

shall result in late fees, interest and collection fees accumulating from the due date per the schedule of charges shown here:

30 days late: Fifty dollar (\$50) penalty with interest at 1% per month dating back to the transfer date.

60 days late: an additional One Hundred Dollar (\$100) penalty.

90 days late: a lien will be placed on the lot of the offending homeowner and all privileges and voting rights of the offending homeowner will be terminated until such time as the Association account is made current by the offending homeowner.

Any and all legal fees for collection by the Association shall be added to the balance due to release the lien.

8. The Board of Directors shall have the right to determine the amount of funds necessary on an annual basis to maintain the Association common property. Current Annual Homeowners' Association dues of Three Hundred and Fifty (\$350) will be assessed on each lot owned on the fifteenth of May (5/15) in each calendar year. Bills for the annual dues will be mailed to each lot owner not less than thirty days prior to the due date by the Treasurer of the Association. Lot owner(s) who purchase a lot not on the annual due date will be required to pay a pro-rated amount based on their closing date at a rate of Ninety-Six Cents (\$.96) per day from the date of their closing including that day through and including the Fourteenth of May (5/14) of the following calendar year. Failure to pay the Homeowners' Association dues is subject to the same schedule of interest, penalties and costs as outlined in paragraph #7 (above). Both the transfer fee and the Association dues are due to be paid at closing by any purchaser(s) of a lot in the subdivision. The failure of a closing attorney to collect the correct amount due to the Association at closing in no way exempts a lot purchaser from either the responsibility to pay or from the schedule of late payment and penalties as described in paragraph # 7 (above.)

9. The transfer fees shall be used to establish a reserve account for the Homeowners' Association which funds will be utilized for capital improvements and major repairs which cannot be funded by the normal income flow produced by the Homeowner's Association annual dues. Wherever possible, i.e. in non-emergency situations, major expenditures from the reserve account shall be subject to approval of the membership by a majority vote of the shareholders. The Board of Directors shall be empowered to make emergency repairs from the reserve fund by majority vote of its members. Homeowners' Association dues shall be used to finance the normal operations of the Association such as lawn care for common areas, pool maintenance expense, lighting and utilities, etc. The Board of Directors shall have the responsibility to prepare an annual budget for presentation to the shareholders. This budget shall be a good faith estimate of both the projected income and the anticipated operating expenses of the subdivision. The Board of Directors shall also have the responsibility to set the amount of the annual Homeowners' Association dues which must then be approved by a majority of members present at the Annual Meeting of the Association. Upon request, the Association shall furnish a statement certifying that the charges against a specified lot

have been paid or that certain charges remain unpaid as the case may be. In any event, the Association shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership by any member unless and until all assessments and charges due it are paid. The Homeowners' Association Board of Directors may appoint or solicit volunteers to participate in any committees it may deem necessary to assist in the administration of the affairs of the Association. Such committees may include but are not limited to Finance, Amenities, Social, Architectural Control, Welcoming and Newsletter Committees. Committees are empowered to set their own rules and regulations but must supply a copy of same to the Board of Directors for its records. The Board of Directors reserves the right to amend committee rules by a majority vote of its members.

10. The Board of Directors shall consist of five (5) members elected by the membership for a term of two years at the annual meeting of the membership. Immediately after the annual meeting of the Association's membership, the newly elected members of the Board of Directors shall meet to elect its officers. The Board of Directors shall consist of a President, two (2) Vice Presidents, Secretary and Treasurer. Each board member shall be elected to a term of two (2) consecutive one year terms. There shall be no limitation on the total number of two year terms any board member may serve. If a vacancy opens on the Board of Directors, the remaining Board members may appoint any member of the Association in good standing to fill the term of the vacancy. At its discretion the new board may hold new elections for officers after filling a vacancy.

VI. LIMITED ACCESS

Access for the purposes of ingress and egress in the subdivision shall be limited to those streets and roadways so designated on the recorded plat plan of the subdivision. No lot shall be situated as to deny ingress and egress both to the front and rear yards of any completed residence. No lot owner shall use or allow his/her lot to be used as an easement for the purposes of ingress or egress to the subdivision from an adjoining property or from previously existing or future streets or roadways abutting any lot.

VII. TERM

These covenants, as amended, are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive ten (10) year periods unless an instrument signed by a sixty percent (60%) majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

VIII. ENFORCEMENT

Enforcement shall be by proceedings as law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Other remedies of enforcement have been detailed within the body of this document as they apply to specific instances of violations. It is the intention of these

