

BOOK 1765 PAGE 997 ✓

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR WINDSOR/AUGHTRY COMPANY, INC.  
OWNER AND DEVELOPER OF A SUBDIVISION KNOWN AS**

**THE ENCLAVE AT LEXINGTON PLACE**

THIS DECLARATION of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by Windsor/Aughtry Company, Inc., hereinafter referred to as "Declarant."

**WITNESSETH**

WHEREAS, Declarant is the Owner of certain real property in the County of Greenville, State of South Carolina, which is more particularly described as:

All that certain piece, parcel or lot of land situate, lying and being on Pelham Road, consisting of approximately 10.471 acres located in Greenville County, South Carolina and containing Thirty-Eight (38) lots and certain common area as shown on a plat prepared by C.O. Riddle Co., Inc., entitled THE ENCLAVE AT LEXINGTON PLACE, dated October 20, 1997 and recorded in the RMC Office for Greenville County, SC in Plat Book 37-W, at Page 33 and having such metes and bounds as are shown thereon. (the "Property")

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

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**ARTICLE 1**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to The Enclave at Lexington Place, Homeowner's Association, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners and other members of the Association. The responsibility for the maintenance of the entranceway to the Property from Pelham Road hereinafter referred to as "Zone V" on a plat entitled "Survey for Lexington Place" prepared by C.O. Riddle, Inc., dated June 24, 1997, recorded in Plat Book 35-R at Page 21 (the "Zone Survey"), and the decorative brick wall running along Pelham Road including landscaping, plant material, lighting, signage and any other improvements located within the area of the entranceway shall be shared with the Glenn at Lexington Place Homeowner's Association (the Association 60% and the Glenn at Lexington Place Homeowners Association 40%) and shall be governed by Article 10, Section 7 with each association being responsible for assessing its members for the costs of such maintenance according to the provisions of each association's recorded Declaration. The responsibility for the maintenance of Common Area shown as "Zone IV" and "Zone IV-B" on the Zone Survey, shall be shared equally with the Glenn at Lexington Place Homeowners Association (the Association 50% and the Glenn at Lexington Place Homeowners Association 50%) and shall be governed by Article 10 Section 6 with each association being responsible for assessing its members for the costs of such maintenance according to the provisions of each association's recorded Declaration.

Section 3. "Declarant" shall mean and refer to Windsor/Aughtry Company, Inc., its

successors and assigns.

Section 4. "Lot" shall mean and refer to any numbered Plot of land shown upon any recorded subdivision map of the Property.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including a contract seller, but excluding builders holding property for resale and those having such interest merely as security for the performance of an obligation.

Section 6. "Plat" shall mean and refer to the Plat of the Property as recorded in the Greenville County RMC Office in Plat Book 37W at Page 33 and the Plats of any additions to the Property which may be recorded by Declarant in the Greenville County, South Carolina RMC Office hereafter.

Section 7. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

## ARTICLE 2

### PROPERTY RIGHTS

Section 1. Owner's easement of enjoyment. Every Owner shall be a member of the Homeowner's Association, which membership shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable fees for the maintenance and upkeep of the Common Area including reasonable administrative costs and related expenses.
- b. The right of the Association to promulgate and enforce reasonable rules and

BOOK 1765 PAGE 1000

regulations governing the use of the Common Area to ensure the safety and rights of all Owners.

c. The right of the Association to suspend the voting rights in the Association, and right to use the Common Areas (except roadways) by an Owner for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty days for any infraction of its published rules and regulations; and

d. The right of the Declarant or the Association to grant utility, drainage and other easements.

Section 2. The Association shall have two classes of voting memberships.

Class A. Class A member(s) shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and Declarant shall be entitled to fifteen (15) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the following events, whichever occurs earlier:

- a. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- b. on January 1, 2013.

### ARTICLE 3

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by

acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The assessment shall be the joint and several obligation of each Owner and the obligation for delinquent assessments shall pass to any new Owner(s) herein, their heirs, successors and assigns.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, security, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of the Property, services and facilities devoted to this purpose and for the use and enjoyment of the Common Area, including, but not limited to, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance related to the Common Area, in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, costs of construction, reconstruction, repair or replacement in excess of insurance proceeds covering any improvements situated on the Common Area, and such other needs as may arise.

Section 3. Maximum annual assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty and No/100 (\$60.00) Dollars per Lot.

a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and quorum for any action authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute

a quorum. If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform rate of assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of commencement of annual assessments: due dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January following the purchase of a Lot by an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of that annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as the date of its issuance.

Section 8. Effect of nonpayment of assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment

of his Lot, non-use of the Common Area or otherwise.

Section 9. Subordination of the lien to mortgages. The lien of a mortgage, sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE 4

#### ARCHITECTURAL CONTROL

Section 1. The Architectural Committee shall be composed of Declarant or its designates until such time as Declarant shall turn over control of the Association to the Owners at which time the Architectural Committee shall be the Board of Directors of the Association or its designates. For the purposes of this document, the terms "Declarant" and "Architectural Committee" may be used interchangeably. In all matters, a majority vote shall govern.

Section 2. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. Any fence erected shall only be in the yard behind the house and no fence shall be closer to the street than 10 feet from the front corner of the home and shall be constructed of wood only with a height not to exceed six (6) feet. All fencing located on any

Lot within the Property shall be consistent with all other fences located in the Property as to material, color, height, etc., so as to give a uniform appearance throughout the Property. The Owner shall be responsible for maintaining the interior (residence side) of any fencing and the Association shall maintain the exterior (street side) of any fencing. In any event, all fencing must be approved by the Architectural Committee.

Section 3. The Architectural Committee shall have the right to refuse to approve any plans, specifications and/or plot plans, taking into consideration the suitability of the proposed building or other improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings and the effect it will have on other residences already constructed. This provision shall not apply to the Declarant and the Declarant shall not be required to obtain Architectural Committee approval or Board of Director approval in order to commence, continue or complete construction of any residence.

Section 4. Prior to the commencement of any construction, each Owner shall submit to the Architectural Committee, in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- a. front elevations;
- b. floor plan;
- c. the area of heated floor space;
- d. exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.);
- e. exterior trim color; and
- f. roofing material and color

These requirements also pertain to any alterations and/or additions to existing structures.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee of The Enclave at Lexington Place, Windsor/Aughtry Company, Inc., Post Office Box 16449, Station B, Greenville, South Carolina 29606. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly noted thereon.

Section 5. In the event the Architectural Committee, or its designated committee, fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, such approval will be automatic. The terms "building" or "improvements" shall be deemed to include the erection, placement, alteration of any wall, fence, driveway or parking area, or any such activity undertaken subsequent to initial construction.

Section 6. The Declarant or Architectural Committee is authorized to modify or amend during or before, in the construction or alteration of any building, the Article of these restrictions concerning set-back and location and size of improvement if, in the opinion of the Declarant or Architectural Committee, such shall be necessary to prevent undue hardship.

Section 7. All construction by any Owner shall be performed by a licensed contractor or licensed builder.

Section 8. Once construction is commenced, each Owner shall be responsible for ensuring that such work proceeds at an orderly and timely pace, with no work stoppage in excess of fourteen (14) consecutive days, acts of God excepted.

Section 9. The Declarant expressly reserves the right to assign any of the duties, powers,

functions and approval authority set forth herein to any assignee at Declarant's sole discretion.

Section 10. No approval of plans, location or specifications, shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. The Architectural Committee shall not be responsible for or liable for any defects in any plans or specifications submitted, revised, or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with the restrictions and does hereby hold the Architectural Committee harmless for any failure thereof caused by the Owner's architect or builder.

Section 11. It shall be the responsibility of each Owner to prevent the accumulation of litter, trash, packing crates or unkept condition on his Lot, or to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the 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, and from other residences except during collection hours.

Section 12. Maintenance. The Association shall maintain the Common Area and the landscaping and lawn of each Lot provided, however, if an Owner installs additional plantings and shrubbery (which may only be installed with the prior written approval of the Architectural Committee) then, and in that event, Owner shall be solely responsible for the upkeep and maintenance of the additional plantings or shrubbery. Each Owner shall be responsible for the

BOOK 1765 PAGE 1008

interior and exterior maintenance of his or her dwelling as follows: paint, repair, replace and care of roofs, gutters, down spouts, concrete drives and walkways, exterior building surfaces and other exterior improvements; provided, however, any exterior maintenance which would cause a change in the exterior appearance of the dwelling (including, by way of example but not limitation, painting (whether in the same or a different color), installing new roofing or new gutters, or a change in window treatments or door treatments) shall require the approval of the Architectural Committee as set forth above. In the event the Owner neglects or fails to maintain his or her Lot and/or exterior of his or her dwelling in a manner consistent with other Lots and dwellings in The Enclave at Lexington Place, the Association, either upon recommendation of the Board of Directors or otherwise, shall provide such exterior maintenance as provided above. Provided, however, that the Association shall first give written notice to the Owner of the specific items of exterior maintenance the Association intends to perform and the Owner shall have forty-five (45) days from the date of mailing of said notice within which to perform such exterior maintenance himself or herself. A determination as to whether an Owner has neglected or failed to maintain his or her dwelling in a manner consistent with the other dwellings in The Enclave at Lexington Place shall be made by the Association in its sole discretion; provided, however, the Association shall consider all recommendations of the Board of Directors. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article. In the event the Association performs such exterior maintenance, repair or replacement, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject. No landscaping shall be planted

or permanently installed or removed within the boundaries of any Lot without the approval of the Architectural Committee and, the Association shall be exclusively responsible for maintaining landscaping within the boundaries of Common Areas.

Section 13. Limitation of the Committee's Liability. Neither the Declarant, the Board of Directors, the Association nor any representative(s) thereof, nor its or their successors or assigns, shall be liable in damages to anyone submitting specifications for approval, or to any Owner, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person, corporation, partnership or organization which submits plans and specifications to the Board of Directors or the Association for approval agrees, by such act, and every Owner agrees by acquiring title to any Lot or an interest therein, that it will not bring any action, proceeding or suit against the Board of Directors, the Association or any representative to recover any such damages. The Board of Director's and Association's approval of any plans, specifications, landscaping or elevations or any other approvals or consents are given solely to protect and preserve the appearance of the Property, and shall not be deemed a warranty, representation or covenant that the proposed work complies with any applicable laws, rules or regulations or any standard of due care regarding structural design.

## ARTICLE 5

### USES PERMITTED AND PROHIBITED

Section 1. All Lots shall be used exclusively for residential purposes only and common residential purposes auxiliary thereto and for no other purpose. Only one family may occupy a Lot as a principal residence at any one time. Except as allowed in Section 2 below, no structure

shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residential structure with a garage attached for private passenger automobile, which shall have been approved for qualification of workmanship and materials, harmony of external design with main structure and as to location with respect to topography and finished grade elevations. All garage doors shall be closed and remain closed at all times except when open for vehicle parking.

Section 2. No tent, shack, garage, barn, storage building or other out-building shall be erected upon any Lot without approval from the Architectural Committee and, if approved, it shall not be used as a residence either temporarily or permanently. No structure of a temporary nature or an unfinished house shall be used as a residence and no house trailer, modular home, mobile home, recreational vehicle, boat, camping trailer or other similar equipment shall be parked, placed, stored or kept on any Lot or on any street within the Property either temporarily or permanently.

Section 3. No obnoxious or offensive activity shall be permitted anywhere on the Property nor shall anything be done which may become an annoyance, nuisance or menace to the neighborhood. No Lot or any part thereof shall be used for any business, commercial or public purpose.

Section 4. No animals shall be kept, maintained or quartered on any Lot or any part of the Property except cats, dogs or caged birds may be kept in reasonable numbers (not to exceed 2 per Lot) as pets for the pleasure of Owners so long as said animals do not constitute a nuisance or menace to the neighborhood. No breeding of pets or animals for commercial purposes shall be allowed. All pets must be kept or maintained inside the residence except when accompanied

by the Owner.

Section 5. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created.

Section 6. Each Owner subject to these restrictions shall provide space for the off-street parking of automobiles prior to the occupancy of any building or structure constructed on a Lot in accordance with reasonable standards established by the Architectural Committee. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored on a Lot or the Property. No passenger vehicles without current registration and license tags will be allowed in the subdivision or on any Owner's Lot. Vehicles being repaired out of doors must have work completed within twenty-four (24) hours. Visiting guests only may use paved streets for temporary parking of their vehicles. All Owners must park their vehicles in the garage on their Lot. No commercial vehicles may be stored or housed on the Property at any time. The Declarant may also direct vehicle Owners to park outside the confines of the Property during the construction phase of any structure or landscaping.

Section 7. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Association; provided, however, that so long as Declarant owns any Lots, Declarant has the exclusive right to use parts of Common Area for sales purposes, including, without limitation, promotional activities.

Section 8. Access to Lots. The Association, its agents or employees shall have access to each Lot from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the

Common Area, or facilities situate upon such Lot which serve another Owner's Lot. Further, in case of any emergency originating in improvements located on a Lot which imminently threatens to cause damage to the improvements on the Lot sharing a common party wall with such Lot, regardless of whether the Owner is present at the time of such emergency, the Association, or any other person authorized by it, shall have the right to enter the improvements on any Lot for the purpose of remedying or abating the cause of such emergency and making any other necessary repairs not performed by the Owners, and such right of entry shall be immediate and shall not be considered a trespass.

Section 9. Signs. No signs or other advertising devices shall be displayed upon any Lot or on the Common Area, or in the facilities thereon, without prior written permission of the Association. Declarant, however, may post temporary "For Sale" or "Model" signs, temporary construction signs or directional signs on the Property until such time as all Lots owned by Declarant have been sold.

Section 10. Plumbing. All plumbing, dishwashers, toilets and sewage disposal systems shall be connected to a central sewer system available to the Lot and all water shall be supplied by central water service available to the Lot.

Section 11. Garbage Containers. All outdoor receptacles for ashes, trash, rubbish or garbage shall be kept, stored or maintained inside the garage of each residence except on days of regular trash pick up.

Section 12. Maintenance and Landscaping. All Owners shall keep their Lots, whether occupied or unoccupied, free of all trash, rubbish, and debris and shall keep all Lots in a neat and attractive condition. All improvements erected on Lots shall be maintained in a clean, neat, and

BOOK 1765 PAGE 013

orderly condition and in a good state of maintenance and repair. Notwithstanding anything to the contrary, the Association shall be exclusively responsible for the installation, planting and maintenance of all landscaping to the extent and within the Common Areas, and of each Lot described or reserved on the Plat.

Section 13. Access. There shall be no overland vehicular access to any Lot except from designated roads lying within the Common Areas or as shown on the Plat

Section 14. Antennas. No radio or television aerial or antenna or any other external electronic equipment or devices may be installed or maintained on the exterior of any structure erected on a Lot or on the Lot itself except a satellite dish used for receiving television programming not to exceed eighteen (18") inches in diameter and such satellite dish shall be installed on the rear portion of a structure so that it is not visible from a street or roadway.

Section 15. Reconstruction. Any building on any Lot which is destroyed in whole or in part by fire, windstorm, flood or other Act of God or by any intentional act must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building with reasonable promptness; provided, however, that any such reconstruction must be commenced within six (6) months from the date of such destruction or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its prior condition within six (6) months of such destruction.

Section 16. Subdivision. No Lot shall be subdivided or its boundary lines changed without the written consent of the Declarant. However, the Declarant hereby expressly reserves to itself, its successors and assigns, the right to re-plat any Lots shown on the plats of the development

provided that no Lot originally shown on any plat is reduced by more than 20% of its original size.

Section 17. Leasing. No building on any Lot may be leased except in accordance with rules and regulations promulgated by the Association or upon approval by the Declarant.

Section 18. Hazardous Activities. Nothing shall be done or kept on any Lot or in the Common Area which will increase the rate of insurance on the Common Area or Association Common Area or any other Lot without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which would result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law.

Section 19. Regulations. Reasonable regulations governing the use of the Common Area, and external appearance of all structures erected on the Lots may be made and amended from time to time by the Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority vote of the Owners before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to each Owner by the Association upon request.

Section 20. Compliance. In the event that the Owner of any Lot fails to comply with any of the restrictions set forth in this Article or the rules and regulations subsequently promulgated by the Association, the Association shall have the right, but not the obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default. All expense and cost incurred by the Association in curing such default shall be charged to the defaulting Owner and shall be payable by such Owner to the Association immediately upon demand.

**ARTICLE 6**

**SPECIAL RESTRICTIONS AFFECTING COMMON AREAS**

Section 1. Purpose. It shall be the intent and purpose of these restrictions and covenants to maintain and enhance the Common Areas and to afford and enhance recreation opportunities, and to implement generally The Enclave at Lexington Place master plan for development.

Section 2. Buildings. It is expressly understood and agreed that no building, tent, trailer, or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on the Common Area except various facilities as may be established by Declarant for the purpose of constructing and selling all Lots in the Development.

Section 3. Declarant's Rights to Protect Land. The Declarant shall have the right to protect the Common Area from erosion by planting trees, plants and shrubs where and to the extent necessary or by such mechanical means as bulk heading, or other means deemed expedient or necessary by Declarant. The right is likewise reserved to the Declarant to take necessary steps to provide and insure adequate drainage ways in the Common Area.

Section 4. Declarant's Right of Entry. The Declarant reserves unto itself, its successors and assigns the right to go on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in the Common Area. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves

the right to locate wells, pumping stations and tanks within the Common Area. Such rights may be exercised by any licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Section 5. Prohibition Against Dumping. No dumping of trash, garbage, sewage, sawdust shall occur and no unsightly or offensive material shall be placed upon the Common Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Common Area.

Section 6. No Public Rights. The establishment of the Common Area does in no way grant to the public or to the Owners of any surrounding or adjacent land, the right to enter such Common Area without the express permission of the Declarant.

Section 7. Limitation of Declarant's Obligations. It is expressly understood and agreed that the establishment of the Common Area or the Declaration of these Special Restrictions does in no way place a burden of affirmative action on the Declarant and the Declarant is not bound to make any of the improvements noted herein, or extend to the grantee any service of any kind.

Section 8. Declarant's Actions Permissive. Where the Declarant is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the Property, entering the Property and taking such action shall not be deemed a breach of these covenants.

## ARTICLE 7

### EASEMENTS

Section 1. Easements In addition to other easements as are shown on the recorded Plat, a five (5) foot easement and a ten (10) foot easement are reserved over and across all side and rear Lot lines, respectively, for drainage, utility, cable television, gas, water, power, sewer and

telephone installation and maintenance; provided that when more than one Lot shall be used as a site for only one residence, the aforesaid side easement and rear easement shall apply only with respect to the exterior lines of such consolidated Lot. Declarant specifically reserves the right to grant specific easements to any utility services at any time following the date hereof until any specific Lot shall be conveyed by Declarant. Each Owner, by his acceptance of a Deed to a Lot, and the Association by its acceptance of a Deed to the Common Areas, acknowledge such reservations and the rights of Declarant to transfer such easements to the Association or to such utility companies as Declarant may chose. The easements reserved by the Declarant include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical utility installation and to maintain the overall appearance of the Development. The right is reserved to authorize the lying and placing of sewer, gas and water pipelines, telephone, cable television, telegraph and electrical light poles on any of the streets and easements shown on the recorded subdivision Plat. An easement for the installation and maintenance of utilities and drainage facilities is reserved over said streets and easements.

Section 2. Easement for Landscaping. The Association is hereby granted an exclusive easement for the purpose of landscaping all of the Common Areas and each Lot as are identified on the Plat. The amount, manner and maintenance of said landscaping shall be in the Association's total and absolute discretion.

BOOK 1765 PAGE 1018

**ARTICLE 8**  
**SETBACK, LOCATION AND SIZE OF IMPROVEMENTS**  
**AND OF BUILDING PLOTS**

Section 1. No building shall be erected on any Lot nearer to the front Lot line or nearer to the side street line than the building setback line as determined from time to time by the Declarant. Any such building shall face toward the front line of the Lot except that buildings to be constructed on corner Lots shall face in the direction designated by the Declarant. No building shall be located nearer to any interior side Lot line than the distance determined by applicable building codes.

Section 2. The total area of all driveways shall be paved by plant mix concrete. All driveways shall be able to accommodate two (2) full-size cars parked side by side in the parking area of the driveway.

Section 3. No Lot shall be re-cut so as to face in any direction other than as shown on the recorded Plat nor shall it be re-cut so as to make any building site smaller than as provided for herein.

Section 4. No residence shall be constructed containing less than 1,400 square feet exclusive of porches, garages and breezeways. In computing the square footage of any residence containing a basement which is finished and heated, one-half (½) credit shall be given. Exceptions to these limitations may be granted by the Architectural Committee if in the opinion of the Committee that proposed residence would be in keeping with the overall concept of the subdivision.

Section 5. Roof pitches shall be at least 4-1/2 unless approval is given by the

Architectural Committee for a lower pitch on a specific set of plans.

Section 6. Declarant has the right to install temporary barricade fencing.

Section 7. No residence shall be constructed without having a double car garage which remains permanently as a functional garage.

#### ARTICLE 9

#### MISCELLANEOUS

Section 1. All residences shall have a special mailbox which will be supplied by the Declarant at Owner's expense. Mailboxes shall be maintained in good state of repair by Owners at all times. No changes are to be made to the original style, design or color of the mailbox or post by an Owner.

Section 2. The Declarant shall have the authority to waive any unintentional violations of these Covenants, Conditions and Restrictions.

Section 3. The Property within this subdivision is hereby declared to be a wildlife sanctuary, and all hunting or shooting is hereby prohibited.

Section 4. All garage doors must remain closed at all times, except when in use.

Section 5. No above-ground pool shall be constructed or placed on any Lot.

Section 6. Declarant reserves the right to place additional signs as needed.

#### ARTICLE 10

#### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the

Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) of the Lot Votes as provided for in Article II Section 2, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Property by the Declarant. The Declarant shall have the express right to use any Lot or Lots owned by the Declarant as a street or streets to have access to adjoining Property so as to make said Property a part of the Property and subject to these restrictions by amendment. The Declarant shall further have the right to convey Lot/Lots or other property to the Association for use of the residents of this subdivision as Common Area to be controlled by the Association.

Section 5. Special Provisions Concerning VA and HUD. In the event the Declarant shall seek to obtain approval of the Declaration and a plan of development of the Property in order that the Lots will be eligible for loans approved, guaranteed or insured by the Veterans Administration ("VA") or the Department of Housing and Urban Development ("HUD"), or other governmental

agency, it is possible that such agency or agencies will require changes in this Declaration in order to make the Lots eligible for such loans. In such event, Declarant, without the consent or approval of any other Owner, shall have the right to amend this Declaration, and the amendment shall become effective upon recordation of the amendment, along with attached evidence of approval by the appropriate governmental agency, in the RMC Office of Greenville County, South Carolina. A letter from an official, or a current published regulation, guideline or statement of policy, of the VA, HUD or such other agency's requirement or changes. Each Owner and his respective mortgagees and shall not affect the property rights of any Owner or mortgagee.

Section 6. Zone IV and Zone IV-B. Declarant shall convey to the Association and the Glenn at Lexington Place Homeowner's Association, in equal shares, the property described on the Zone Survey as Zone IV and Zone IV-B by fee simple general warranty Deed as soon as the Association and the Glenn at Lexington Place Homeowner's Association are incorporated. An undivided one-half (1/2) interest in Zone IV and Zone IV-B shall then become a part of the Common Area. The Association and the Glenn at Lexington Place Homeowner's Association shall share equally in annual liability insurance premiums on Zone IV and Zone IV-B, management and maintenance fees on Zone IV and Zone IV-B, ad valorem real property taxes, if any, on Zone IV and Zone IV-B and any routine maintenance and upkeep of Zone IV and Zone IV-B.

Section 7. Entrance - Zone V. The Association shall be responsible for its pro rata share (the Association - 60% and the Glenn at Lexington Place Homeowner's Association - 40%) of the upkeep and maintenance of the entranceway to the Property as shown on the Zone Survey as Zone V and the decorative brick wall running along Pelham Road and the Property and the

