

FILED
GREENVILLE S.C. RESTRICTIVE COVENANTS
BOOK 1278 PAGE 257
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
OCT 10 11 35 AM 1986
LITTLE BALD ROCK COMPANY, PHASE I
SINGLE FAMILY RESIDENTIAL AREA
PLAT BOOK 134 at PAGE(S) 4
JENNIE S. JANKERSLEY
R.M.C.

KNOW ALL MEN BY THESE PRESENTS THAT LITTLE BALD ROCK COMPANY, a Partnership (LBRC), the owner of approximately 80 acres of land (the "Property") located near Caesar's Head, Greenville County, S.C., which it acquired by deeds recorded in the RMC Office for Greenville County, S.C. in Deed book 1249 at Page 202 does hereby impose on lots 1 through 65, inclusive (which is a portion of the Property) as shown on plat prepared by W.R. Williams Surveyor, dated September 29, 1986, entitled Little Bald Rock Club (LBR Club), Phase I (the "Subdivision") being recorded in the RMC Office for Greenville County, S.C. in Plat Book 134 at Page(s) 4, the covenants and restrictions as are hereinafter set forth.

The within covenants and restrictions shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of the lots in the Subdivision it is agreed to change or abrogate said restrictive covenants in whole or in part. In such vote each lot shall be entitled to one vote and only one vote, irrespective of ownership.

If the undersigned, its successors or assigns, any lot owner in said Subdivision or anyone else, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or dues for such violation.

Invalidation of any one of these covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.

I

PURPOSE OF RESTRICTIVE COVENANTS

1.1 The fundamental object and purpose of these restrictive covenants is to create a harmonious whole in the Subdivision, to prevent the building of any structure which would be out-of-keeping with the other dwellings, to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, to preserve the value of the property owned and developed by the owners of lots in the Subdivision and to secure to each lot owner

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the full benefit and enjoyment of his home.

1.2 The undersigned owner plans to develop additional phases of LBR Club on other parts of the 80 acres of land that it owns in this area. It further reserves the right to annex additional properties to become part of LBR Club. Additional single family lot phases will be restricted similar to the restrictions contained herein, however, owner may make such changes in additional single family lot phases as it deems desirable. In addition as Phase 1 herein is developed, owner plans, on a portion of this property, to construct recreational facilities including a lake, (if feasible) swimming pool, tennis courts and a club house/guest facility. The use of said recreational facilities will be restricted to all property owners in the overall development of LBR Club and their guests subject to Restrictive Covenants, Charter, ByLaws and Rules and Regulations of LBR Club Homeowners Association, Inc.

II.

USES PERMITTED AND PROHIBITED

2.1 All numbered lots in this Subdivision shall be known and described as residential lots and shall be used exclusively for single family residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any such lot other than one detached single-family dwelling not to exceed two and one-half stories in height exclusive of basement and a garage for private passenger automobile and servants quarters. The garage may be detached from the dwelling and no garage shall be of a size larger than necessary to park two automobiles plus storage area of reasonable size; there is no requirement to build a garage, however.

2.2 No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding erected upon any lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

2.3 No house trailer or mobile home shall be placed on any lot either temporarily or permanently. No camping trailer, utility trailer, recreational vehicle, boat, boat trailer, camper, tent, shack, barn, treehouse, or other similar equipment or similar structure shall be placed on any lot either temporarily or permanently. Developer, at its sole option, reserves the right but shall not be required to provide an area for the storage of camping trailers, recreational vehicles, boats, boat trailers, and other similar equipment at a reasonable charge to the user. Said area may be turned over to the Home Owners Association.

2.4 No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or

menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose.

2.5 All fuel oil or gas tanks or containers shall be covered or buried underground consistent with normal safety precautions.

2.6 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. The Homeowners Association Board of Directors is authorized (but not required) to issue reasonable rules for the protection of all Owners in the subdivision relating to the number of pets which may be kept on any numbered lot. No animals shall be permitted to go beyond the perimeter of any lot unless the animal is on a leash and under control of its owner or the owner's agent.

2.7 Garbage containers, trash cans, wood piles, dog houses, pet yards or cages, and clothes drying areas must be so located that they will not be visible from the front street.

2.8 In order to preserve the natural beauty of the area, property owners may not cut or trim trees, shrubbery, bushes or hedges without first obtaining the written consent of the Architectural Committee (See Article IV, sec. 4.12). The Committee shall have the full authority to prohibit the proposed cutting or trimming, approve the same as proposed or with modifications, or the Committee may hire a contractor to perform said work in accordance with its requirements and pass on the cost to the property owner requesting the cutting or trimming to his or her property.

2.9 All vehicles shall be parked in garages, carports or the driveway area on the owner's lot. No property owner or his invitee, licensee or guest shall park any vehicle on any street in this subdivision except on a temporary basis. All vehicles belonging to property owners in this subdivision, their invitees, licensees or guests shall maintain a current license tag and a current inspection sticker. No trucks unless three-quarter ton or less in size, dirt bikes, go-carts or any unmuffled vehicle shall be allowed in this subdivision on a permanent or temporary basis.

III.

SETBACKS, LOCATION AND SIZE, IMPROVEMENTS, AND LOTS

3.1 No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded plat, and 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 Architectural Committee. No residence shall be nearer to any side lot line than a distance equal to 10% of the width of the lot measured at

the building setback line but in no event shall any residence be less than 10 feet from the side lot line.

3.2 Any detached garage or other outbuilding erected shall be at least 50 feet from the front lot line and no nearer than 5 feet to any side or rear lot line. No purchase or construction of said buildings may be placed on the lot without first securing the consent of the Architectural Committee in accordance with Article IV.

3.3 No wall, fence or hedge in the front yard shall be erected: (1) across or along the front of any lot, (2) along any front side line or (3) along the front building setback line running to the front edge of the house, having a height of more than three (3) feet. All walls, fences or hedges erected in the backyard shall be of a reasonable height which shall not unduly interfere with the view of contiguous or nearby property owners. All walls, fences or hedges, proposed to be erected or placed on any lot in this subdivision, whether in the front or back, or as part of the original residence designed or a later addition or additions, must first receive the approval in writing of the Architectural Committee after the Committee has received the plans, specifications or design proposed for said wall, fence or hedge in accordance with Article IV. If the Committee determines such fence, wall or hedge may interfere with views or the natural setting, they may be prohibited.

3.4 No numbered lots in this Subdivision shall be recut so as to face any direction other than as shown on the recorded plat hereinabove referred to, nor shall any of said lots be resubdivided so as to recreate an additional building lot. This provision is not intended to prevent cutting off a small portion or portions of any lot for the purpose of conveying the same to an adjoining property owner or straightening a boundary line. However, the remaining portion of the lot must not violate the minimum size requirements of any zoning regulations.

3.5 Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided written approval thereof shall first be obtained from the Architectural Committee and, provided further, said site faces as required by these restrictions and the recorded plat.

3.6 The following floor space requirements shall apply to the residences in this Subdivision. In calculating the minimum floor space there shall be included the heated area of the residence and any covered porches within the main body of the dwelling:

Single level structure	1000 square feet
Multi-Level structure	1,200 square feet with a minimum of 700 square feet on the main level

3.7 No recreational amenities of any type or description may be built, erected or placed on any lot in the Subdivision without first obtaining the written consent and approval of the Architectural Committee in accordance with Article IV.

IV.
ARCHITECTURAL COMMITTEE

4.1 The Architectural Committee for this Subdivision shall be composed of:

- (a) Hamlin Beattie
- (b) Richard W. Molten, Jr.
- (c) Paul C. Aughtry, III
- (d) C. Whitaker Moore
- (e) E. Hays Reynolds III

4.2 In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently as may be necessary by appointment by the partners of the LBRC. The appointment shall be within these categories; Real Estate Developer, Architect, Builder, Lot owner. The members of the Architectural Committee shall be appointed for a term of five years but may be reappointed for additional terms with no limit on the number of additional terms to which they can be reappointed. In all matters, a majority vote shall govern. The Partners of LBRC is authorized but not required to increase the Architectural Committee from five to seven members and name the additional members to be appointed to the committee.

4.3 No improvements of any nature shall be erected, placed, altered or changed on any lot in this subdivision until and unless the building plans, specifications and plot plan showing the proposed type of construction, exterior and interior design and location of such residence (or other improvement) have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistence of plan with existing residences (and improvements) on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation. In addition, a landscape development plan or recreational development plan must likewise be submitted and approved by the Architectural Committee showing the location of proposed recreational amenity, fences, boundary or patio walls, hedges, shrubbery, walkways, driveways, parking areas and important trees.

4.4 In order to prevent duplication of buildings or improvements to be constructed in this subdivision, the Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major

features so similar to an existing building or improvements as to be considered a substantial duplication thereof in the discretion of the committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications, plot plans or landscape or recreational plans. The Committee shall take 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 what effect it will have on the outlook from adjacent or neighboring property.

4.5 In the event that the Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway, parking area, or recreational amenity.

4.6 Application for approval as required herein shall be made to the Committee c/o Hamlin Beattie, LBRC, P.O. Box 10373, Greenville, S.C. 29603, and at the time of making such application, the building plans, specifications, plot plans and landscape or recreational plans shall be submitted in duplicate. One copy of plans and specifications will be retained by the Committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

4.7 Upon the approval by the Committee of any proposed construction or alteration, the Committee shall issue to the applicant a written permit. No construction or alteration shall be carried on until and unless such permit is obtained.

4.8 The Architectural Committee is authorized by a unanimous vote of all its members to approve or ratify in the construction or alteration of any building minor violations of the Set Back, Location and Size of Improvements provisions of these restrictions if in the opinion of all the members of the Committee such shall be necessary to prevent undue hardship. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

4.9 All residential buildings must be completed in a workmanship like manner and the construction site at all times must be kept clean and free of debris.

4.10 In the event construction of any dwelling is commenced on any lot in this subdivision and work is abandoned for a period of thirty (30) days or longer, without just cause shown, or should any dwelling remain unfinished for a period of nine (9) months from the date construction began, without just cause shown, then and in either event the Architectural Committee shall

have (1) the authority to complete the structure at the expense of the owner and shall have a lien against the land and all improvements to the extent of any monies expended for said completion, but said lien shall at all times be subordinate to the lien of any prior recorded mortgage or mechanic's lien (but the Committee shall have the right to contest the validity and amount of such liens) or (2) the authority to remove the improvements from the property and the expense of said removal shall constitute a lien against the property which lien shall be subordinate to the lien of any prior recorded mortgage or mechanic's lien. Said liens shall be foreclosed in the same manner as the foreclosure of real estate mortgage. No action shall be taken under this paragraph without giving written notice to the owner with a copy of said notice to any mortgagee or other lien holder of the proposed action to be taken and to give ten (10) days in which to allow owner or mortgagee (lien holder) to show cause, if any he can, why the Architectural Committee should not take action under this paragraph.

4.11 Each lot owner and his contractor, subcontractor, laborer, agent or employee shall take full responsibility for surface water run off which may adversely affect or damage adjacent property. Plans to control said run off must be submitted to the Architectural Committee along with other plans and specifications. Notwithstanding any plans as may be submitted, the Architectural Committee may make such additional reasonable requirements of lot owners to prevent or control excess run off during construction or thereafter.

4.12 It is the intent of the Architectural Committee to allow in so far as reasonably possible, attractive views from each lot. Toward this end, each lot owner shall have the right to request in writing to the Architectural Committee that certain trees, bushes and/or shrubs on nearby lots or property which are blocking a desirable view of the requesting lot owner be trimmed or cut down and removed. The Architectural Committee shall then notify in writing the owner(s) of lots on which said trees, bushes and/or shrubs are located, together with the written request for having the same trimmed, cut down and removed. Said owner(s) whose trees and/or shrubs are affected may request a hearing with the Architectural Committee to present information, objections and otherwise review the matter. The Architectural Committee by a majority vote shall have the sole power and authority to determine whether or not all or part of the trees, bushes and/or shrubs should be cut, trimmed and removed. If all or part of the trees, bushes and/or shrubs are to be removed, the Architectural Committee shall engage at the sole expense of the requesting lot owner, a qualified, bonded tree surgeon to perform the work in accordance with the requirements of the Architectural Committee. If said requesting owner fails or neglects to pay all costs and expenses, the Architectural Committee shall have a lien against said property owner's property. In the event that is necessary to collect the debt and/or foreclose said lien the foreclosure shall be governed by the procedures set out in Paragraph 5.13 et seq. as set out in these covenants. The

Architectural Committee is authorized to modify or make additional requirements as may be necessary to implement this Covenant.

V.

HOMEOWNERS ASSOCIATION

MAINTENANCE CHARGES

5.1 LBR Club Homeowners Association, Inc. is a nonprofit corporation to be organized under the laws of the State of South Carolina. Every owner of numbered lots in this Subdivision shall automatically become a member of the Association. Each lot owner shall have one vote per lot. Where two or more persons own one lot they must determine how they will vote. As additional phases of Property are developed, lot owners in said phases shall automatically become members of the Association and have the same rights, privileges, duties, obligations and responsibilities of the members herein.

5.2 The Association shall be managed by a Board of Directors consisting of not less than three or more than seven individuals. The initial Board of Directors shall be composed of C. Warren Irvin, Hamlin Beattie and Dewey M. Freeman III. The initial mailing address of the Board shall be c/o Hamlin Beattie, Box 10373, Greenville S.C. 29603. Said Board shall be responsible for preparing the initial ByLaws of the Association and distributing the same to the members thereof. The Partners of the LBRC shall be authorized to increase the number of Board members to fill any vacancy on a temporary or permanent basis should there be a vacancy or a failure or inability of any Board member to act. As additional phases of the overall development are completed and new members are brought into the Association, the Partners of the LBRC may increase the size of the Board, bringing additional Board member(s) from new phases if it is deemed desirable. In all matters, except as may be otherwise provided herein, a majority vote shall govern. The initial Board shall continue to serve until such time as a meeting of the membership elects their successors.

5.3 Owner, as Developer, shall construct the streets, which shall be paved, substantially as is shown on the recorded plat in accordance with all applicable laws. Water shall be provided by wells in accordance with standards imposed by the South Carolina Department of Health and Environmental Control. Sewage Disposal shall be by septic tank and lot owners will be responsible for applying for permits prior to commencing construction of residences. Owner shall also construct a swimming pool, two tennis courts, club house, lake (if feasible) and trap range. It is anticipated that the general improvements of the Subdivision may be completed before the recreational facility improvements are finished. At the time the general improvements are completed, Owner shall notify the Homeowners Association. The streets (which are planned to be private streets), general common area

and any utilities which owner has title thereto shall be conveyed to the Homeowners Association (subject to all rights to connect to and use said improvements are completed. All numbered lots owners on the recorded plat shall be subject to an annual maintenance charge or assessment to properly maintain said improvements, pay the caretaker and pay other expenses of the Association as is more fully set out herein. Said assessment, which shall not begin prior to January 1, 1987, shall be for such sum as is determined by the Board of Directors of the Association. The assessment or maintenance charge shall be due on January 1st of each year and shall be considered delinquent if not paid by January 10th. Said maintenance charge or assessment shall be payable to the LBR Club Homeowners Association, Inc. The maintenance charge shall apply to all lot owners on an equal basis including the owner, LBRC, or any successor developer.

5.4 At such time as the initial recreational facilities (additional tennis courts may be constructed in the future at owner's option) referred to above are completed, the improved area on which the said facilities are located shall be conveyed to the Homeowners Association free of any liens. On the first day of the following month after the recreational facilities have been conveyed to the Homeowners Association, all numbered lot owners on the recorded plat shall be subject to annual maintenance charge or assessment to properly maintain, operate and otherwise assume the responsibility for said improvements. Said assessment, which shall not begin prior to January 1, 1987, shall be for such sum as is determined by the Board of Directors of the Association. The assessment or maintenance charge shall be due on January 1st of each year and shall be considered delinquent if not paid by January 10th. Said maintenance charge or assessment shall be payable to The LBR Club Homeowners Association, Inc. The maintenance charge shall apply to all lot owners on an equal basis including the owner, LBRC, or any successor developer. The Directors of the Association, in their sole discretion, may combine and comingle the above mentioned assessments.

5.5 Should the owner convey numbered lots to Purchasers (after assessments are in effect) at any time other than January 1st, then the Purchaser shall pay his or here pro rata share of the annual maintenance charge or assessment as of date of closing of transaction. Information concerning assessments may be secured from LBRC, Box 10373, Greenville, S.C. 29603.

5.6 Following the calendar year 1987 the annual assessment for general improvements and recreational facility improvements beginning January 1, 1988 and from year to year thereafter may be increased from the previous year assessment by the Board of Directors of the Association with majority approval of the membership at a meeting duly called for such a purpose.

5.7 In establishing the annual assessment for any assessment year, the Board of Directors shall consider all current cost expenses of the Association, any accrued debts, and

reserves for future needs.

5.8 In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of additional improvements, unexpected repair or replacement of a described capital improvement upon property of the Association, including the necessary fixtures and personal property relating thereto, provided that such assessment shall have the assent of two-thirds of the vote of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which, setting forth the purpose of the meeting, shall be sent to all members not less than 20 days nor more than 40 days in advance of meeting.

5.9 At the meeting called for under Paragraph 5.6 or 5.8 the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.10 All sums payable as set forth above are payable to LBR Club Homeowners Association, Inc. and the amount so paid shall be administered by the Directors of said Association and may be used for the purposes hereinafter set forth as well as incidental purposes relating thereto. It is expressly stipulated that the Association is empowered to perform any and all of said purposes as are hereinafter set forth.

(a) For the payment of the necessary expenses for the operation of said Association including payments to accountants, attorneys, bookkeepers, clerical help, contractors, caretakers, insurance agencies or other parties whose assistance may be needed by Association.

(b) For improving, maintaining, cleaning and operating streets, recreational facilities, utilities and other property owned by the Association for the benefit of members of the Association.

(c) For caring for vacant and untended land, if any, within the Subdivision, removing grass and weeds therefrom and doing any other thing necessary or desirable in the opinion of the Directors of the Association to keep such property neat and clean for the general benefit of the members of Association.

(d) For the performing of any acts and payment of any expenses incident to the enforcement of the within restrictive covenants.

(e) For the payment of taxes and assessments, if any, that may be levied by any public authority upon any property of Association.

(f) For the granting of any easement or rights of way over the property of Association to any public or quasi public authorities or private companies such as cable television companies if, in the opinion of the Directors of the Association, the granting of such easement would be to the general benefit of the membership.

(g) For such other purposes as a majority of the Directors of Association deem necessary for the general benefit of the members of Association.

5.11 The agents or employees of Association are authorized to enter upon any lot in the Subdivision at reasonable times, without damage to the lots, for the purpose of carrying out any of the functions set out above.

5.12 The annual charge shall constitute a lien or encumbrance upon the land and acceptance of each of the several Deeds of conveyance shall be construed to be a covenant by the Grantee to pay said charges, which covenant shall run with the land and be binding upon the Grantee and his successors and assigns. The association shall have the exclusive right to take and prosecute all actions or suits legal or otherwise which may be necessary for the collection of said charges.

5.13 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 real estate Mortgage. The association may elect to sue for judgment rather than seek foreclosure for delinquent maintenance charges. The Association shall charge interest (unless the Association waives the same) at the rate of not more than prime rate established by South Carolina National Bank, Greenville, S.C. and not less than eight(8%) percent per annum on all delinquent charges from the date of delinquency forward and may also charge a reasonable attorney's fee for the Association's attorney if the delinquent account is placed in the hands of an attorney for collection, foreclosure or judgment plus court cost. The Directors at their regular meeting shall set the amount of the interest rate on the delinquency which interest rate shall be reviewed not less frequent than annually.

5.14 The lien hereby reserved, however, shall be subject to the following limitations:

(a) Such lien shall be at all times subordinate to the lien of any Mortgagee or Lender of any sums secured by a properly recorded Mortgage or Deed to secure debt, to the end and intent that the lien of any such Mortgage, or lien instrument shall be paramount to the lien for charges herein and provided further, that such subordination shall apply only to the charges that

shall become payable prior to the passing of title under foreclosure of Mortgage or Lien Instrument or by 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 accruing after sale under foreclosure of such Mortgage or acquisition of title by Deed in lieu of foreclosure.

(b) Notice of any charge 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. As to subsequent bona fide purchasers for value the lien herein reserved for charges 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 that shall become payable after the acquisition of title by such subsequent bona fide purchaser for value.

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

VI.,

MISCELLANEOUS

6.1 No sign(s) of any nature may be placed or maintained on any lot by any owner, realtor, contractor or other person without first obtaining the written consent of the Architectural Committee. If permission to erect sign(s) is given, the Architectural Committee shall have the right to restrict the size, color and contents of such sign(s). This restriction is not intended to prohibit property owners from identifying their property with sign(s) in keeping with the general architecture in the LBR Club.

6.2 Nothing herein contained shall be construed to prevent the Developer, from maintaining temporary offices or a temporary storage building or storage area on any lot while the subdivision is in the process of being developed. Furthermore, on the area reserved for future development, being located near the entrance way, Developer reserves the right to develop and use part of that area as a sales or reception office, general store, or other type business or commercial facility to serve the residents in the Colony as well as others.

6.3 No vehicles shall remain abandoned on any property (including any numbered lot) or street in this subdivision and should the same be abandoned or unattended for seven (7) days the same may be removed and stored at the expense of the owner. All motor vehicles belonging to property owners in this subdivision

shall maintain a current license tag and a current inspection sticker.

6.4 In the event a lot is enlarged or a boundary line corrected as is provided for these restrictions, any easement for drainage and utilities along side and rear lot lines as may be called for on the recorded plat shall be automatically moved to the new side line or rear line of the enlarged lot in place of the original lines. An easement for utilities and drainage shall exist 5 feet either side of each side and rear lot line.

6.5 LBRC as owner/developer reserves unto itself, its successors and assigns, a perpetual easement and right of ingress and egress over all of the private roads for the purpose of entering upon and constructing future phases and development of LBR Club. It further reserves a perpetual easement unto itself, its successors and assigns to go on, over and under such property as may be necessary including the right to cut trees, bushes, or shrubbery and make gradings of the soil in order to economically and safely continue any services and utilities to additional phases and developments including poles, wires, cables, conduits, water, sewer, electricity, telephone, cable television lines and other similar equipment necessary to properly develop additional phases of LBR Club.

6.6 A perpetual easement and right of way for ingress and egress over all private roads and to U. S. Hwy. 276 is hereby granted to all owners of numbered lots. This right and easement of ingress and egress shall also apply to owners of future lots in future phases as further development of The LBR Club.

6.7 No type of "time sharing" or "interval ownership" (such as several different persons or entities owning the legal and/or equitable title to lots or having the right to use lots for certain periods of time) shall be allowed. Toward this end, all lots shall be owned at any time by not more than three separate persons or entities. However, a family (such as husband, wife, and/or children) shall count as one person or entity. Association Directors shall have the authority to modify or make additional regulations as may be necessary to implement this covenant.

IN WITNESS WHEREOF, the undersigned by its duly authorized Partners does hereby set its hand and seal to these restrictive covenants this the 1st day of October, 86.

LITTLE BALD ROCK COMPANY, A PARTNERSHIP

IN THE PRESENCE OF:

Georgia A. Hughes
Charles E. Elford

BY: [Signature]

NAME: Managing Partner

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

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PERSONALLY appeared before me the undersigned, who after being duly sworn, states that (s)he saw the within named Little Bald Rock Company by its duly authorized officers, sign, seal, and as its act and deed, deliver the within restrictive covenants and that (s)he with the other witness subscribed above witnessed the execution thereof.

Georgia A. Hughey

SWORN to before me this 1st

day of October, 1986.

W. A. Ellor (seal)
Notary Public for South Carolina

My Commission Expires: 9-6-88

RECORDED OCT 14 1986 at 11:35 A.M.

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