

**DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS FOR THE
SUBDIVISION KNOWN AS CHEROKEE HILLS, GREENWOOD, SOUTH
CAROLINA, PROPERTY OF THE GREENWOOD COMPANY.**

WHEREAS, The Greenwood Company of Greenwood, South Carolina, is the owner of the tract of land described in Paragraph 18 of the Declaration and desires to create thereon a residential community with permanent open spaces and other common facilities for the benefit of the said community; and

WHEREAS, The Greenwood Company intends to sell and convey the residential lots in said subdivision as shown on a plat of same recorded in Plat Book 15, Page 64, at the office of the Clerk of Court of Greenwood County, South Carolina, by deeds of conveyance containing protective covenants, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the common benefit of said property and each owner thereof; and

WHEREAS, The Greenwood Company has deemed it desirable for the efficient preservation of values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, and administering and enforcing the covenants and restrictions and collecting and disbursing the funds hereinafter created; and

WHEREAS, these conditions, covenants, restrictions, assessments, charges and liens shall run with the land and remain binding, upon the grantees-purchasers of such lots and upon all parties claiming under said grantees-purchasers, to the end that these conditions shall inure to the benefit of each and all said grantees-purchasers, whether they have become such before or after the date hereof, and their respective heirs and assigns; and

WHEREAS, The Greenwood Company has incorporated under the laws of the State of South Carolina, as a non-profit corporation, the Cherokee Hills Association, Inc., for the purpose of exercising some of the functions aforesaid;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the Greenwood Company, of Greenwood, South Carolina, of and with respect to the tract of land hereinafter described and the subdivision thereof herein before mentioned, and each and every lot therein as shown and set forth on said plat thereof, recorded as hereinbefore stated and known as Cherokee Hills, has agreed upon, fixed, attached to and imposed upon the said tract and subdivision thereof, and each and every lot therein contained, and upon each and every grantee-purchaser of any such lot and their heirs and assigns, protective covenants, restrictions and conditions as follows, to-wit:

1. All lots in said subdivision, or parts of the tract of land hereinafter described shall be known and described as residential lots. No structure shall be erected, altered, or placed or permitted to remain on any such residential lot other than one residence designed for a single family occupancy only, not to exceed two and one-half (2-1/2) stories in height, and a private garage, and other out-buildings strictly incidental to residential use of the lot with the exception of Lot No. 2. On Lot No. 2 a pastor's study and office shall be permitted in connection with the residence on the property.

2. No residence shall be erected or located on any lot in said subdivision at a cost of less than TWENTY-FIVE THOUSAND AND NO/100 (\$25, 000) DOLLARS, such cost to be calculated upon the net cost of labor and materials alone at the prices current as of October, 1965. The final plans for any structure, driveway, fence or wall shall be subject to review and approval by the Board of Directors of Cherokee Hills Association, Inc., or by an Architectural Control Committee appointed by the Directors under such rules and regulations as it may promulgate.
3. No building shall be located or erected on any lot in said subdivision nearer to the front lot line than such building line as may be shown on above mentioned plat nor nearer than fifteen (15) feet to any other property line.
4. No trailer, basement, tent, shack, garage, barn or other outbuildings located or erected on any lot in said subdivision shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.
5. No trucks or buses, swine, goats, poultry, cattle or other livestock shall be kept upon any lot in said subdivision.
6. No store, shop, garage, brewery, distillery or other place for the manufacture or sale of alcoholic beverages shall be carried on, suffered or allowed upon any part of said tract of land or any lot in said subdivision.
7. The owners of lots in Cherokee Hills shall keep them reasonably clear of rubbish, weeds and undergrowth before, during and after the construction of a residence.
8. Water, sewer and gas mains have been installed along shoulders of each street and the builder of each home, where home is across pavement from main, shall drive or bore his connecting line under pavement to said main. The paving is not to be cut in making such connection.
9. When a residence is erected on a lot, the owner shall cause the driveway to be paved with concrete, asphalt or other permanent material from the edge of the street pavement to the front building line as shown on plat of subdivision.
10. Cherokee Hills Association, Inc., shall adopt such by-laws, rules and regulations as it may see fit to carry out its functions. All record owners of a fee interest, whether or not fractional, in one of the said lots in Cherokee Hills Subdivision shall automatically be eligible for membership in the Association. Voting rights shall be based on one vote per lot. Owners of lots in Forest Hills Subdivision and of other subdivisions, including extensions of Cherokee Hills Subdivision, may be admitted to membership by a majority vote of the Board of Directors.
11. The "common properties" are presently owned by The Greenwood Company and shall be conveyed by it to Cherokee Hills Association, Inc., at a mutually agreeable time but not later than November 1, 1968. In the interim, The Greenwood Company may make such changes in and improvements to the common properties as are mutually agreed to by it and Cherokee Hills Association, Inc. The common properties are designated as such on the above mentioned plat of Cherokee Hills.
12. Subject to the provisions of paragraph 13, every member shall have a right and easement of enjoyment in and to the common properties, and such easement shall be appurtenant to and run with the title to every lot in Cherokee Hills Subdivision.
13. The rights and easements of enjoyment created hereby shall, be subject to the following:

- A. The right of The Greenwood Company and of the Cherokee Hills Association, Inc., in accordance with its Articles and By-Laws to borrow money for the purpose of improving the common properties and in aid thereof to mortgage said properties; and
- B. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- C. The right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by two-thirds of the of-record members.
- D. The right of the Association to sell or dispose of its assets and renounce its duties and functions hereunder, including a sale of the common properties, but subject to the following terms and conditions:
 - (1) The written consent of The Greenwood Company, if such corporation then exists;
 - (2) The affirmative vote of two-thirds of all members owning lots in Cherokee Hills Subdivision and otherwise entitled to vote;
 - (3) Record notice of such action;
 - (4) Distribution of the proceeds of such disposition to the owners of lots in Cherokee Hills Subdivision, with each lot receiving an equal share.

14. Owners of each Lot, by acceptance of a deed thereof, shall be deemed to covenant and agree to pay to the Association:

- A. Annual assessments or contributions equal to Twenty-four and no/100 (\$24. 00) Dollars per year. Such payments may be changed by an agreement of two-thirds of the of-record members.
- B. Special assessments or contributions for capital improvements from time to time as approved by two-thirds of all eligible votes.
- C. Any assessment shall be payable in such manner as the Board of Directors of Cherokee Hills Association, Inc., may determine, but not sooner than ten (10) days after written notification and request for payment of same has been mailed to the members.

15. Assessments and contributions to Cherokee Hills Association, Inc., shall be used exclusively for operating, maintaining and improving the common properties and for programs utilizing the same, for street lighting, for beautification of Cherokee Hills Subdivision and for otherwise promoting the recreation, health, safety and welfare of the members of the Association.

16. The annual and special assessments, together with reasonable interest and cost of collection thereof shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. When an assessment has become thirty (30) days delinquent and it is necessary to foreclose the lien, the procedure for foreclosure may be the same as for the foreclosure of a real estate mortgage. The lien shall be: (a) subordinate to the lien of any mortgage or lender of any sums secured by a property recorded mortgage or deed to secure debt, to the end and intent that the lien of any mortgagee or Trustee 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 the title under foreclosure of mortgage or deed to secure and hold acquisition of the title 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) subordinate to the lien of laborers, contractors or materialmen furnishing labor or services in connection with the construction or alteration of any improvements located on any lot.

17. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration; their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date of this Declaration, after which time said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by the then owners of two-thirds of the lots is recorded, agreeing to change said covenants and restrictions in whole or in part.

18. The tract of land hereinabove referred to and the subdivision thereof known as Cherokee Hills is as follows:

All those numbered lots or parcels or land situate, lying and being just north of the City of Greenwood, County and State aforesaid, consisting of Lots Numbers One (1) through Sixty-Four (64), inclusive, as shown on a plat entitled "Cherokee Hills Subdivision" made under date of February 15, 1966, by J. Hearst Coleman Co., Inc., Engineers, which plat is incorporated herein and by reference made a part hereof and a copy of which is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 15, Page 64.

WITNESS its hand and seal this 28th day of February in the year of our Lord One Thousand Nine Hundred and Sixty-Six and in the One Hundred Ninetieth year of the Sovereignty and independence of the United States of America.

Signed, Sealed and Delivered in
the Presence of:

/S/ Evelvn B. Ford

/S/ Howard B. Parker

THE GREENWOOD COMPANY

BY /S/ R. B. Curry, Jr.
President

ATTEST: /S/ J. E. Young:
Secretary

NOTES:

The above (original) Declaration was recorded on March 3, 1966 in Vol. 194, pages 315-319 of the Greenwood County Clerk of Court's office.

On March 10, 1967 the plat for the Cherokee Hills Subdivision was revised to show lots 65 through 70 and is recorded in plat book 15 on page 184.

Paragraph 2 was revised several times to increase the minimum cost of a house. The current revision was recorded on _____ and stipulates that "No residence shall be erected or located on any lot in said subdivision with heated interior square footage of less than 2,400 square feet. The final plans for any structure, driveway, fence, or wall shall be subject to review and approval by the Board of Directors of Cherokee Hills Association, Inc. or by an architectural control committee appointed by the Directors under such rules and regulations as it may promulgate."

except when making deliveries. No boats, boat trailers, motorhomes, or recreational vehicles shall be exposed to public view from the street or on adjoining lots unless approved by the association. No private vehicle of any sort shall be parked permanently on any street or roadway within the property. Also specifically prohibited are motorbikes, three-wheelers, four-wheelers or other similarly noisy recreational vehicles.

22. Plans delineating the size, design, texture, appearance, and location of any fences and screening devices or medium must be approved by the Association prior to construction.

And striking "trucks and buses," from Paragraph 5 so that it reads,

"5. No swine, goats, poultry, cattle, or other livestock shall be kept upon any lot in said subdivision.

This Amendment is made this _____ day of _____, _____ and shall be effective from and after the recording of the same in the records of the Office of the Clerk of Court for Greenwood County, South Carolina.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENWOOD)

FILED 16 Mar. 2000
613 260
4 pm.
96-00-06-009
cut-465

SUPPLEMENTAL DECLARATION AND STATEMENT OF PROTECTIVE COVENANTS,
RESTRICTIONS, AND CONDITIONS IMPOSED UPON CHEROKEE HILLS
SUBDIVISION PHASE II

THIS SUPPLEMENTAL DECLARATION of covenants and restrictions
applicable to Cherokee Hills Subdivision, Phase II, located at
Greenwood, South Carolina, is made this 29 day of
February, 2000

W I T N E S S E T H:

WHEREAS, JBB, L.L.C., as Developer, and Cherokee Hills
Association, as Declarant have heretofore caused a plat to be made
of land known as Cherokee Hills II, prepared by Heaner, Inc.,
September 23, 1999 and revised October 4, 1999 and further revised
November 15, 1999, which said plat is recorded in the office of the
Clerk of Court for Greenwood County in Plat Book 112 at page
51; and

WHEREAS, The Greenwood Company, as Declarant of the
original Cherokee Hills Subdivision, did impose upon Cherokee Hills
Subdivision that certain Declaration of Protective Covenants,
Conditions, and Restrictions of Cherokee Hills Subdivision
applicable by instrument dated May 30, 1972, recorded May 30, 1972,
in Deed Book 194 at page 315, as amended in Deed Book 201 at page
186, and 233 at page 448 in the office of the Clerk of Court for
Greenwood County; and

WHEREAS, the Developer and Declarant intend to impose
upon Lots 78 through 88, inclusive, of Phase II of Cherokee Hills

BMBPT

Subdivision the identical restrictive covenants, conditions, limitations, and affirmative obligations as are set forth in the aforesaid restrictions recorded in Deed Book 194 at page 315, amended in Deed Book 201 at page 186, and further amended in Deed Book 223 at page 448 and by-laws applicable thereto to the result that the said Phase II of Cherokee Hills Subdivision shall henceforth be subject to the aforesaid declarations with the following restrictions further imposed upon lots 78-88 of Phase II:

1. Satellite dishes of a size greater than 18 X 19.75 are specifically prohibited.

2. All mailboxes and supports shall be of standard design and size as specified by the Cherokee Hills Association. Placement of the mailbox shall be approved by Cherokee Hills Association and shall meet all requirements of the U. S. Postal Service.

3. Only vehicles bearing current license plates shall be parked or stored within public view from the street or from adjoining lots. No trucks larger than pickup trucks, no trailers, no tractors, no commercial vehicles, no buses, and no automobiles bearing advertisements, signs, or placards are to be stored or parked on any lot unless screened from public view from the street or from adjoining lots except when making deliveries. No boats, boat trailers, or recreational vehicles shall be exposed to public view from the street or on adjoining lots unless approved by the Cherokee Hills Association. No private vehicle of any sort shall be parked permanently on any street or roadway within the property. Also specifically prohibited are motorbikes, three-wheelers, four-wheelers, or other similarly noisy recreational vehicles.

261

4. Plans delineating the size, design, texture, appearance, and location of any fences and screening devices or medium must be approved by the Cherokee Hills Association prior to construction.

5. The front building set back lines for all lots in Phase II shall be fifty (50') feet. The rear set back line for lots 78, 79, 80, 81 and 82 shall be twenty (20') feet; and the rear set back line for lots 83, 84, 85, 86, 87 and 88 shall be fifty (50') feet.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned, Developer and Declarant do hereby impose upon the said Phase II the identical Declaration and Statement of Covenants, Conditions, and Restrictions as have previously been imposed upon Cherokee Hills, the terms of which are herein incorporated by reference and made part and parcel hereof, it being the intention that Phase II of Cherokee Hills Subdivision be subjected to the identical restrictions heretofore imposed upon Cherokee Hills Subdivision in Deed Book 194 at page 315, amended in Deed Book 233 at page 448 and the by-laws commensurate therewith, with the following restrictions further imposed on Lots 78-88 of Phase II:

1. Satellite dishes of a size greater than 18 x 19.75 are specifically prohibited.
2. All mailboxes and supports shall be of standard design and size as specified by the Cherokee Hills Association. Placement of the mailbox shall be approved by the Association, and shall meet all requirements of the U. S. Postal Service.
3. Only vehicles bearing current license plates shall be parked or stored within public view from the street or from adjoining lots. No trucks larger than pickup trucks, no trailers, no tractors, no

262

commercial vehicles, no buses, and no automobiles bearing advertisements, signs, or placards are to be stored or parked on any lot unless screened from public view from the street or from adjoining lots except when making deliveries. No boats, boat trailers, or recreational vehicles shall be exposed to public view from the street or on adjoining lots unless approved by the Association. No private vehicle of any sort shall be parked permanently on any street or roadway within the property. Also specifically prohibited are motorbikes, three-wheelers, four-wheelers, or other similarly noisy recreational vehicles.

4. Plans delineating the size, design, texture, appearance, and location of any fences and screening devices or medium must be approved by the Association prior to construction.

5. The front building set back lines for all lots in Phase II shall be fifty (50') feet. The rear set back line for lots 78, 79, 80, 81 and 82 shall be twenty (20') feet; and the rear set back line for lots 83, 84, 85, 86, 87 and 88 shall be fifty (50') feet.

The property hereby subject to this supplemental declaration is Lots 78 through 88, inclusive, of Phase II of Cherokee Hills as shown on plat by Heaner, Inc., PLS, dated September 23, 1999 and revised October 4, 1999, further revised November 15, 1999 and recorded in Plat Book _____ at page _____ in the office of the Clerk of Court for Greenwood County, which is incorporated herein by reference and made part and parcel hereof.

This supplemental declaration is binding on the undersigned, its successors and assigns forever.

263

IN WITNESS WHEREOF, the Developer has caused this supplemental declaration of protective covenants, conditions, and restrictions to be executed by its duly authorized officer, and its corporate seal to be affixed hereunto the day and year first above written.

WITNESS:

Deidre Molden
Ramona P. Mc Lellan

JBB, LLC

BY: Jane B Burns
JANE B. BURNS

ITS: President

CHEROKEE HILLS ASSOCIATION

BY: Ernest Young, Jr.
ERNEST YOUNG, JR. PRESIDENT

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENWOOD)

PERSONALLY appeared before me the undersigned witness who, being first duly sworn, says that (s)he saw the within-named JBB, LLC, by Jane B. Burns, its President and Cherokee Hills Association by Ernest Young, Jr., its President, sign, seal, and as their act and deed deliver the within written document and that (s)he with the other witness above, witnessed the execution thereof.

Deidre Molden
witness

SWORN to before me this 29th
day of February, 2000
Ramona P. Mc Lellan
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11-29-03

264