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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

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VOL 978 PAGE 835

AMENDED DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, made on the date hereinafter set forth by BRENT CORPORATION, a South Carolina corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the County of Greenville, State of South Carolina and is creating and constructing thereon a residential community; and

WHEREAS, Declarant prepared and filed for record a "Declaration of Covenants, Conditions and Restrictions" relating to said property, which Declaration was dated June 29, 1972, and recorded in the R.M.C. Office of Greenville County in Deed Book 947 at Page 513; and

WHEREAS, it is in the best interest of Brent Corporation and other individuals and entities which now own property subject to said Declaration, including the Peppertree Homeowners Association, to amend certain portions of said Declaration, in accordance with the provisions for such amendments set forth in Article IX, Sections 3 and 5 of said Declaration;

NOW, THEREFORE, the aforesaid Declaration is hereby amended, and all rights and obligations of all parties and all restrictions on all property set forth therein are likewise amended, by deleting said Declaration in its entirety and substituting therefore the Amended Declaration hereinafter set forth.

CONTINUED ON NEXT PAGE

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
PEPPERTREE SUBDIVISION

THIS AMENDED DECLARATION, made on the date hereinafter set forth by BRENT CORPORATION, a South Carolina corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the County of Greenville, State of South Carolina, known as Peppertree Subdivision, which is more particularly described as:

ALL that piece, parcel or lot of land and improvements thereon being known and designated as property of Brent Corporation, located near the intersection of Reid School Road and Edwards Mill Road in Greenville County, South Carolina, the metes and bounds of which are shown on a plat dated June / , 1973, recorded in the R.M.C. Office of Greenville County in Plat Book 4Z at Page 52, the greater portion of which having also been subdivided into numbered residential lots and common areas as shown by plats recorded in said Office as follows:

- 1) Peppertree Section No. 1, plat dated February 17, 1972, recorded in Plat Book 4N at Page 72, as revised in part by plats recorded in Plat Book 4U at Page 122, 4U at Page 124, 4W at Page 24, 4W at Page 132, and 5A at Page 2.
- 2) Peppertree Section No. 2, plat dated June 15, 1972, recorded in Plat Book 4R at Page 19, as revised by a plat recorded in 4X at Page 3.
- 3) Peppertree Section No. 3, plat dated December 14, 1972, recorded in Plat Book 4X at Page 4.

4) Peppertree Section No. 4, plat dated December 14, 1972, recorded in Plat Book 4X at Page 5.

NOW, THEREFORE, Declarant, and all other parties whose signatures and seals appear on this instrument, hereby declare that all of the properties 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 real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and further declare that only such real property as is described above shall be bound by or subject to this Declaration.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Peppertree Homeowners Association, its successors and assigns.

Section 2. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" 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.

Section 4. "Common Area" shall mean that portion of the Property presently owned by the Association or later deeded to the Association by Declarant for the common use and enjoyment of the members of the Association and shall include, but is not limited to, all recreational facilities, community facilities, swimming pools, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits, and other public utility lines situated thereon.

Section 5. "Lot" shall mean and refer to any plot of land designated as a numbered residential Lot on one of the recorded plats of Peppertree Section 1, 2, 3, or 4, as hereinabove described, and shall also mean and refer to any plot of land designated as a numbered Lot on any plat showing the subdivision of the property designated as "Future Development" on the aforesaid plat of the Property, to be prepared and recorded at a future date by Brent Corporation, its successors or assigns in ownership of said "Future Development" property.

Section 6. "Declarant" shall mean and refer to Brent Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member

shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- a) The right of the Association to limit the number of guests of members;
- b) The right to the Association to charge reasonable admission and other fees for the use of any recreational facility upon the Common Area;
- c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective

unless an instrument signed by members entitled to cast two-thirds (2/3) of each class of members has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance; provided that this Section of this Declaration shall not prevent or prohibit the Board of Directors of the Association from granting easements or rights-of-way for the installation and maintenance of sewerage, water, and drainage facilities upon, over, under and across the Common Area without the assent of two-thirds (2/3) of each such class of members when, in the opinion of said Board, such easements or rights-of-way are necessary for the convenient use and enjoyment of the Properties.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security

for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV
VOTING RIGHTS

The Association shall have two classes of voting memberships:

Class A. Class A members shall be all those Owners as defined in Article III; except that Declarant shall not be a Class A member until the conversion of its membership status as hereinafter provided. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of 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) Five (5) years from the date hereof.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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 property 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 personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Lots and for the improvement and maintenance of the Common Area.

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 Seventy-Two and No/100 (\$72.00) 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 at any time during the year not more than 5% 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 at any time and from time to time above 5% by a vote of two-thirds (2/3) of the votes of each class of membership, cast in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors of Peppertree Homeowners Association 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 assessment 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds

(2/3) vote 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 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of 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 (1/2) of the required quorum at the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Peppertree Homeowners Association or at such later time as may be set by the Board of Directors. 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 the annual assessment shall be sent to every Owner subject thereto. The due dates and method of collection 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.

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 Six per cent (6%) 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 property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first 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.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments

created herein: (a) all properties dedicated to and accepted by a public authority; (b) The Common Area; (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of South Carolina; provided, no such owner shall be entitled to utilize the facilities of the Association or become a member thereof unless it agrees to waive this exemption and pay such assessments.

All other property subject to this Declaration shall be subject to the assessments created herein.

Section 11. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses covered by assessment against the Lot owners. All such insurance coverage shall be written in the name of the Association as Trustee for each of the house owners in the same properties as their undivided interest in the Common Area.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, 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

- 12 -
(CONTINUED ON NEXT PAGE)

by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with; provided, that nothing herein contained shall be construed or cause to permit interference with the development of the Properties by the Declarant in accordance with its general plan of development.

ARTICLE VII

USE RESTRICTIONS

Section 1. Said property is hereby restricted to residential dwellings for residential use except those buildings erected for recreational use on common area. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Property at any time as a residence either temporarily or permanently. Each Lot shall be solely and only used for a single-family residence, which may include, within the "Future Development" property, attached or detached housing units. Except as hereinabove provided with regard to the Property designated as "Future Development", no Lot may be resubdivided into smaller Lots or changed so as to face on another street.

No activity shall be carried on that would be offensive, annoying or create a nuisance to the neighborhood.

No Lot shall be used for any vicious, illegal or immoral purpose, nor for any purpose in violation of the laws of the County of Greenville, the State of South Carolina, or the United States, or in violation of police, health, sanitary, building or fire codes or regulations or institutions relating to or affecting the use of or occupancy of possession of any of said Lots.

No narcotics and no spiritous, vinous, malt liquors or medicated bitters capable of producing intoxication shall be sold or offered for sale on any Lot, nor shall any other type or kind of business whatsoever be permitted thereon.

Section 2. No motorcycle, motorbike, go-cart or other motorized vehicle shall at any time be used, or kept on any of the area described above as Common Area.

Section 3. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 4. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the Builder of said houses to maintain during the period of construction and sale of said houses, upon such portion of the premises as Declarant deemed necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said houses, including, but not limited to, a business office, storage area, construction

yards, signs, model units and sales office. No such use shall, however, interfere with the quiet and peaceful enjoyment by the Homeowner.

Section 5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 6. No advertising signs (except one of note more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any house or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period.

Section 7. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring houses and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon.

Section 8. No fences, hedges or walls shall be erected

or maintained upon said Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Property except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots in Peppertree, and is necessary for the protection of said Owners.

Section 9. All fixtures and equipment installed within a house, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a house, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act or any work that will impair the structural soundness or integrity of another house or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other houses or their Owners.

Section 10. Site and Quality Control:

a) No building on any lot shall be added to, or altered in any way that may change the exterior appearance of the building without first obtaining approval of the Homeowners Association.

b) No outbuilding shall be erected on any lot such as storage facilities, playhouses or the like without first obtaining approval of the Board of Directors of the Homeowners Association.

c) No addition to any building or outbuilding shall be located nearer the front lot line than the setback line shown on

the recorded plats.

d) Minimum square footage requirements for single-story dwellings shall be 1,250 square feet, excluding all garages, carports, porches, patios, etc. and 1,500 square feet, excluding all garages, carports, porches, patios, etc. for two-story single-family dwellings, with the minimum ground floor square footage for two-story dwellings being 800 square feet; provided, the minimum requirements in the "Future Development" property shall be 900 square feet for two-story attached single-family dwellings, with the minimum ground floor footage for such two-story dwellings being 480 square feet.

e) No trash, garbage or other waste shall be kept outside any building except in adequately constructed and protected sanitary containers and such containers shall be maintained in a clean and attractive condition.

Section 11. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE VIII

EASEMENTS

Section 1. Easements for the installation and maintenance of utility and drainage facilities are reserved as shown on the aforesaid recorded plats. The property included in the Common Area shall be subject to an easement for encroachments created by

construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities including but not limited to water, sewers, gas, telephones and electricity over and under all Common Areas and all areas shown on said plats as Easements for maintenance of utility and drainage facilities. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area.

No new streets, sidewalks, sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by the Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Association shall have the right to grant such easement on said Property without conflict with the terms hereof. The easements provided for in this Article VIII shall in no way affect any other recorded easement on said premises.

ARTICLE IX
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 thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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 per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the votes of each class of membership. Nothing contained herein shall prevent the Subdivision of the

aforesaid "Future Development" Property by the Declarant as herein provided.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and the amendment of this Declaration of Covenants, Conditions and Restrictions.

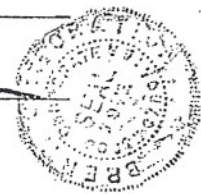
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or have caused this Amended Declaration to be executed by their duly authorized officers and/or agents, this 15 day of June, 1973.

WITNESS:

BRENT CORPORATION (Declarant)

Jerry D. Tuttle
James L. Payne

By: *James A. Ellis*
President
John L. Palmer
Secretary



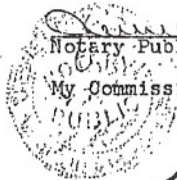
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Corporation, by its duly authorized officers, sign, seal and as the officers' act and deed deliver the within written Declaration and that (s)he, with the other witness

subscribed above witnessed the execution thereof.

SWORN to before me this
15 day of June, 1973.

 (SEAL)
Notary Public for S. C.
My Commission Expires: 10/19/80

James D. Davis

PEPPERTREE HOMEOWNERS ASSOCIATION

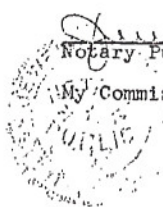
James D. Davis
James D. Davis

By: *James D. Davis*
President
John F. Palmer
Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Association, by its duly authorized officers, sign, seal and as the officers' act and deed deliver the within written Declaration and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
15 day of June, 1973.

 (SEAL)
Notary Public for S. C.
My Commission Expires: 10/19/80

James D. Davis

APPROVAL

The within and foregoing Amended Declaration of Covenants, Conditions and Restrictions, Peppertree Subdivision, has been examined and found legally acceptable to the Department of Housing and Urban Development, and is hereby approved by said Department.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: *W.A. Wilson*

Title: Acting Director