

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

DECLARATION OF COVENANTS
GOVERNING MIDDLECREEK
SUBDIVISION

Book 30 : 274

✓ THIS DECLARATION made this 2nd day of March, 1988, by SHEFFIELD ROAD ASSOCIATES, a Partnership organized and existing under the laws of the State of South Carolina, having its principal place of business in Anderson County, South Carolina, hereinafter referred to as DEVELOPER.

WHEREAS, the DEVELOPER is the owner of the Real Property of this Declaration and desires to create a residential community in accordance with a uniform plat of development to preserve and maintain property values, to maintain the natural beauty of the Real Property, to guard against construction thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain a harmonious architectural scheme and to create a livable environment, for the benefit of future purchasers of the Real Property; and

WHEREAS, the DEVELOPER deems it desirable to accomplish the said purpose to create an ARCHITECTURAL COMMITTEE to which should be delegated the powers of administration of some of the aforesaid functions.

NOW, THEREFORE, for and in consideration of the aforesaid considerations and in further consideration of the mutual covenants, conditions, reservations, servitudes and easements herein created for the benefit of the DEVELOPER, its successors and assigns, and the future owners of the Real Property, and DEVELOPER hereby declares, creates and imposes upon the Real Property the following covenants, restrictions, easements, reservations and servitudes, which are hereby declared covenants running with the land, as follows:

ARTICLE I

REAL PROPERTY SUBJECT TO THIS DECLARATION

1.1 Existing Property. The Real Property which shall be held, transferred, sold, conveyed and occupied subject to these Covenants is all real estate shown on a plat of MIDDLECREEK Subdivision, as shown on a plat made by Robert R. Spearman, R.L.S. #3615, dated July 9, 1987, and recorded in the Office of the Clerk for Pickens County in Plat Book 33 at Page 101.

1.2 Additions to Existing Property. Additional Real Property, including existing subdivisions, may become subject to these Covenants without the approval of any purchaser or transferee of the DEVELOPER by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall automatically extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declaration may contain such additions and modifications of these Covenants as may be necessary to reflect the different character of added properties, but in no event shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration within the existing property as hereinabove described in Paragraph 1.1, without the approval of all property owners, except as hereinafter provided in Articles III, IV, and V.

1.3 Existing Structures. In the event these Covenants shall be extended to additional Real Property, including existing subdivided and restricted subdivisions, all then existing structures and uses thereon shall not be affected by the terms hereof, but shall be deemed in compliance herewith, but this shall not apply to future structures and uses, or the alteration of existing structures, which shall be constructed, sold, transferred and occupied only in accordance with

the terms hereof.

1.4 Conflict with Zoning Statutes. In the event of any conflict with the provisions hereof with any zoning ordinances or statute, or subdivision law or regulation, in effect on the date of recording of these Covenants, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

ARTICLE II

USES PERMITTED AND PROHIBITED IN RESIDENTIAL AREA

The uses permitted and prohibited and the terms, conditions and limitations hereinafter set forth in this Article II, Paragraphs 2.1 through 2.31, shall apply to all lots in the subdivision, except where specifically provided to the contrary hereinafter.

2.1 Use for Single Family Residences. All lots shall be used exclusively for a single family residence and for residential or domestic purposes connected therewith not specifically prohibited by the terms of these Covenants.

2.2 Business Prohibited. No structure at any time situate on the Real Property shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboard or advertising signs of any kind shall be erected or displayed thereon, except such signs as are hereinafter permitted. No part of any structure therein shall be used for the purposes of renting rooms therein or as a boarding house, motel, hotel, tourist or motor court or for transient accommodations. No duplex residence, garage apartment or apartment house shall be erected or permitted to remain on any lot in the Residential Area, and no structure at any time therein shall be converted into a duplex residence, garage or apartment house.

2.3 Street Obstructions. No fence, wall, hedge, shrub, bush, tree or other object, natural or artificial, shall be placed or located on any lot if the location of the same will in the judgment of the ARCHITECTURAL COMMITTEE obstruct the vision of any motorist upon any street or avenue shown on the plat.

2.4 Square Footage Minimums and Height Restrictions - MIDDLECREEK LAKES. Lots 1 through 122 and lots 164 through 177. No residence or dwelling shall be constructed on any lot shown containing less than 2,400 square feet of floor space, exclusive of porches, screened and unscreened, garages and breezeways. In computing the square footage of any dwelling only 300 square feet shall be given for the square footage of any basement below the ground level of such building which is finished and heated. No story and one-half residence, two-story residence or split-level residence shall be constructed on any lot containing less than 2,400 square feet of floor space exclusive of porches, screened and unscreened, garages and breezeways, and the ground level of such dwelling shall not have less than 1,200 square feet. Any dwellings constructed without a garage shall not have less than 2,500 square feet, nor shall any two-story split-level, story and one-half have less than 2,600 square feet, exclusive of porches and breezeways. The square footage minimum herein refers to heated, finished area. Deviations from the requirements of this Paragraph may be granted by the ARCHITECTURAL COMMITTEE.

Square Footage Minimums and Height Restrictions - MIDDLECREEK RIDGE. Lots 123 through 163 and lots 178 through 206. No residence or dwelling shall be constructed on any lot shown containing less than 2,000 square feet of floor space, exclusive of porches, screened and unscreened, garages and breezeways. In computing the square footage of any dwelling only 300 square feet shall be given for the square footage of any basement below the ground level of such building which is finished and heated. No story and one-half residence, two-story residence or split-level residence shall be constructed on any lot

containing less than 2,000 square feet of floor space exclusive of porches, screened and unscreened, garages and breezeways, and the ground level of such dwelling shall not have less than 1,000 square feet. Any dwellings constructed without a garage shall not have less than 2,100 square feet, nor shall any two-story split-level, story and one-half have less than 2,200 square feet, exclusive of porches and breezeways. The square footage minimum herein refers to heated, finished area. Deviations from the requirements of this Paragraph may be granted by the ARCHITECTURAL COMMITTEE.

2.5 Detached Out-Buildings. No hot house, green house, summer house, cabana, outdoor fireplace, barbecue pit, swimming pool installation or other structure of any kind which is detached from the single family residence or utility area shall be placed or permitted to remain on any lot without the approval of the ARCHITECTURAL COMMITTEE.

2.6 Setback Lines. 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. No residence shall be constructed nearer than ten feet to any side lot line nor twenty feet from the rear lot line, or lake water line, provided, however, that the ARCHITECTURAL COMMITTEE hereunder may approve deviations from the requirements of this paragraph.

2.7 Garages and Carports. Entrances to the garage must have garage door or doors. Carports may be constructed; however, entrance must be from the end or rear of lot. Architectural Committee must approve any construction of carport or any garage entrance from the front of the house.

2.8 Fences, Walls and Hedges. Except for driveways and walkways, no fence, hedge, wall or any other type of permanent structure or Utility Areas, or any part of the same, shall be erected, placed or allowed to remain in the area of any lot lying between the front building Setback Line as shown on the Plat and the edge of any street or avenue. Hedges, fences and walls which do not violate other provisions contained in these covenants may be erected, placed or allowed in any area not hereinabove expressly prohibited, provided that such a fence, hedge or wall is constructed of such materials, design and location as shall be approved by the ARCHITECTURAL COMMITTEE.

2.9 Used Structures. No used buildings or structures shall be placed or permitted to remain upon the Real Property without the approval of the ARCHITECTURAL COMMITTEE.

2.10 Signs and Advertising. No sign of any character shall be displayed or placed upon any lot, except "for rent" or "for sale" signs, which signs shall refer only to that particular premises on which displayed, and shall not extend more than four feet above the surface of the ground, and shall be fastened only to a stake in the ground. The ARCHITECTURAL COMMITTEE may enter upon any lot and summarily remove and destroy any signs which do not meet the provisions of this paragraph; provided, however, that the DEVELOPER, or any person designated by the DEVELOPER, may erect or maintain such commercial and display signs on such lots, temporary dwellings, sales offices, model houses or other structures as DEVELOPER may deem advisable for development purposes.

2.11 Construction Delays. The construction of any residence or structure once commenced must be fully completed within one (1) year thereon unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety (90) consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which may be removed by the DEVELOPER or the HOMEOWNERS ASSOCIATION at the expense of the owner to the DEVELOPER and/or HOMEOWNERS ASSOCIATION on demand.

2.12 Paved Driveways. Prior to completion of construction of any residence on any lot, the owner shall install at his expense a suitable driveway from the paved portion of the abutting street or avenue of a design, type of material and location approved by the ARCHITECTURAL COMMITTEE. All proposed driveways shall be submitted

to the ARCHITECTURAL COMMITTEE for approval if other than concrete or asphalt.

2.13 Picnic Areas and Trash Burning. No picnic areas nor detached outbuildings shall be erected or permitted to remain on any lot prior to the commencement of construction of a permanent residence thereon. No trash, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of land lot after construction of a permanent residence thereon. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any lot except during construction of a permanent residence thereon.

2.14 Tents and Shacks. No shed, shack, trailer, tent or other temporary or movable building or structure of any nature or kind shall be erected, placed or permitted to remain on the Real Property; provided, however, that nothing contained herein shall prevent the use of a temporary construction shed during the period of actual construction of a dwelling or other building permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the period of such construction.

2.15 Trailers and Vehicles. No trailer, garage or any outbuilding of any kind, shall at any time be used as a residence, either temporarily or permanently. No disabled or wrecked vehicle, mobile home or tent shall be placed, erected or permitted to remain on the Real Property nor shall any overnight camping be permitted on any lot. Recreation vehicles such as boats, travel trailers, etc. must be parked at the rear of the lot.

2.16 Fuel Tanks. Fuel storage tanks shall be buried below the surface of the ground.

2.17 Name and Number Plates. A plate or sign showing the number of the residence and the name of the occupants may be placed on any lot on which a building is located at the option of the property owner in accordance with the size, location, design and type of materials approved by the ARCHITECTURAL COMMITTEE.

2.18 Window Air Conditioning Units. No window air conditioning unit shall be installed on any side of any building which faces a street.

2.19 Television Antennae. Exterior radio or television antennae shall be of a standard type and size, and shall be installed in a professional workmanlike manner. No other exterior electronic or electric equipment or devices of any kind shall be installed or permitted to remain on the exterior of any structure located on the Real Property unless the location, size and design thereof shall have been approved by the ARCHITECTURAL COMMITTEE.

2.20 Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on any part of the Real Property, nor shall anything be permitted which may be or become a nuisance, a source of embarrassment, discomfort or annoyance to the neighborhood. All property shown on the Plat is hereby declared to be a wildlife sanctuary and any hunting of wild birds or animals is hereby prohibited.

2.21 Concrete Blocks. No concrete blocks or concrete bricks shall be used in the construction of any building or structure on any lot which may be visible from the exterior after grading has been completed, unless the design thereof has been approved by the ARCHITECTURAL COMMITTEE.

2.22 Easements. Easements for the drainage of surface water as shown on the Plat are hereby reserved. Each owner of any property the subject to said easement shall keep swales located thereon planted with grass or other ground covers, free and unobstructed in a good state of repair and condition and shall provide for the installation of such culverts of his property as may be reasonably required for proper

drainage.

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2.23 Utility Easements. The DEVELOPER hereby reserves and is given a perpetual, alienable and releasable easement for the installation of utilities, (including water, electric, telephone, gas and sewer lines) over, in and under a five (5) foot strip parallel to, and tangent with, all side lot lines of any Lot, and over, in and under a ten (10) foot strip parallel to and tangent with all rear lot lines of any Lot, as well as in and to all easements for water, gas, drainage, electricity and sewage as specifically shown on the recorded Subdivision Plat. The DEVELOPER shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the Plat, are and shall remain private easements. The side and rear lot line easements herein granted in the event any Lot shall be resubdivided or replatted, as above provided, shall thereafter apply only to a Lot as resubdivided or replatted instead of applying to the Lot as originally platted, except that no resubdivision or replatting shall affect easements shown on the recorded Plat.

2.24 Access. There shall be no access from any Lot as shown on the Plat on the perimeter of the property thereon shown, except to and from designated streets and roads located exclusively within the boundary or perimeter lines of MIDDLECREEK Subdivision as shown on the Plat.

2.25 Rubbish Removal. All builders and the owner of each Lot, improved or unimproved, shall keep the same free of tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which Lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health and in a neat and attractive condition. In the event the owner of any Lot fails to comply with the terms of this paragraph, the DEVELOPER and/or HOMEOWNERS ASSOCIATION shall have the right (but not the obligation) to go upon such Lot and to cut and remove tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable things and objects therefrom, and to do all other things to perform and furnish any labor necessary or desirable in its judgment to maintain the Lot in a neat and attractive condition, all at the expense of the owner of such Lot, which expense shall become payable by the owner to the DEVELOPER and/or HOMEOWNERS ASSOCIATION on demand.

2.26 Street Signs, Maintenance. Property Owners of Lots agree to permit street signs, provided by DEVELOPER to be erected on said lots nearest to the street or intersection of streets. DEVELOPER shall be responsible for the initial erection of said signs. Thereafter, individual property owners of the subdivision shall, or their HOMEOWNERS ASSOCIATION, if in existence, as contemplated herein, be responsible for the maintenance of said signs, and the Owners of Lots upon which such signs are situated shall be responsible for the maintenance of the area surrounding the signs.

2.27 Subdivision Signs, Maintenance. DEVELOPER shall construct subdivision signs at the entrances to the subdivision, and shall landscape the area around said signs. Thereafter, it shall become the responsibility of the individual property owners, or the aforesaid HOMEOWNERS ASSOCIATION, if it exists, to maintain such signs.

2.28 Mailboxes. Mailboxes shall be of design size and construction as approved by the ARCHITECTURAL COMMITTEE. See Attached Drawings.

2.29 Unloading of Heavy Equipment; Damage to Streets and Curbs. No builder or property owner will unload heavy equipment on paved streets, and any builder or property owner damaging any of the streets or curbs in said subdivision will be responsible for such damage.

2.30 Boundary Pins. No property pins shall be removed by lot owner or builder and if said pins are removed, it shall be the responsibility of said lot owner or builder to replace same.

2.31 Subdivision of Existing Lots. Lots shall not be resubdivided nor shall said lot lines be changed so as to decrease in either width or area any numbered lot as shown on said Plat, unless approved by the ARCHITECTURAL COMMITTEE.

ARTICLE III

APPROVAL OF PLANS AND SPECIFICATIONS

3.1 ARCHITECTURAL CONTROL COMMITTEE. For the purpose of insuring the development of the Real Property as an area with an esthetic appearance,

NO IMPROVEMENTS, BUILDINGS, STRUCTURES, WHETHER TEMPORARY OR PERMANENT, INCLUDING, BUT NOT LIMITED TO, WALLS, FENCES, OUTBUILDINGS, SATELLITE DISHES, GROUND MOUNTED ANTENNAS HIGHER THAN THE DWELLING ITSELF, MODIFICATIONS TO THE EXISTING STRUCTURES, SUCH AS ENCLOSING A GARAGE OR ADDING A PORCH, SHALL BE ERRECTED, PLACED, OR ALTERED ON ANY LOT OR LOTS UNTIL AND UNLESS BUILDING PLANS INCLUDING FLOOR PLANS AND ALL ELEVATIONS (PLANS TO REMAIN PROPERTY OF DEVELOPERS), SPECIFICATIONS, INCLUDING COLOR AND TYPE OF BRICK OR SIDING, OUTSIDE TRIM AND ROOFING COLORS, ALONG WITH A SITE PLAN SHOWING THE LOCATION OF PROPOSED ALTERATIONS OR IMPROVEMENTS HAVE BEEN APPROVED IN WRITING AS TO THE CONFORMITY AND HARMONY OF EXTERNAL DESIGN AND CONSISTENCE WITH PLANS OF EXISTING RESIDENCES OR OTHER BUILDINGS AND AS TO THE LOCATION OF THE STRUCTURE WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BY THE ARCHITECTURAL COMMITTEE. NO ABOVE GROUND SWIMMING POOLS MAY BE CONSTRUCTED ON ANY NUMBERED LOT.

3.2 Committee Members. The ARCHITECTURAL COMMITTEE shall be composed of Bobby G. Sexton, Jerry N. Marsh, Bryan A. Goodwin, Jr. and Dwayne M. Bell. In the event of the failure or inability for any reason of a member to act, or any resignation from the ARCHITECTURAL COMMITTEE, the vacancy created shall be filled either permanently or temporarily, as necessary, by the remaining member or members of the ARCHITECTURAL COMMITTEE.

3.3 Successors. After the sale of all Real Property by the DEVELOPER, the Board of Directors as then constituted shall, upon presentation of request by a legally constituted HOMEOWNERS ASSOCIATION, resign, and said HOMEOWNERS ASSOCIATION shall have the right to designate members of the ARCHITECTURAL COMMITTEE, and thereafter, the ARCHITECTURAL COMMITTEE as so designated shall succeed to all the rights, duties and powers set out herein. Provided, however, that such request shall be made in writing, and shall be accompanied by a certified copy of the appropriate governing instrument (s) of such organization and such other documents as will show the authority of the person (s) making the demands to represent the HOMEOWNERS ASSOCIATION. Provided, further, that if no such demand is made within three (3) years, the ARCHITECTURAL COMMITTEE shall designate three (3) owner-residents, subject to such owner-resident's consent, who shall then serve with all powers, duties and responsibilities as set out herein, until such time as a request, as contemplated herein, shall be made by a HOMEOWNERS ASSOCIATION.

3.4 Standards of Disapproval. The ARCHITECTURAL COMMITTEE shall have the absolute and exclusive right to refuse to approve any building plan, specification, materials, design, lot grading or landscaping plan of any thing or structure which in the opinion of the ARCHITECTURAL COMMITTEE are not suitable or desirable for any reason whatsoever, including purely esthetic reasons and reasons connected with the future development plans of the DEVELOPER of contiguous lands. In passing upon such matters the ARCHITECTURAL COMMITTEE may take into consideration the suitability of proposed materials, the quality of proposed workmanship, harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring in the properties; provided, however, it shall not be necessary to obtain the approval of the ARCHITECTURAL COMMITTEE for any structure which is to be erected and maintained wholly within and obscured by a Utility Area as hereinabove required.

3.5 Failure to Approve or Disapprove. In the event that the ARCHITECTURAL COMMITTEE fails to approve or disapprove any matters with the scope of its authority within thirty (30) days after same have been submitted to it, or in any event, if no suit to enjoin such matter or thing has been commenced prior to completion or the doing of such matter or thing, such prior approval shall not be required and this Covenant shall be deemed to have been fully complied with and no suit or claim shall thereafter be available to the ARCHITECTURAL COMMITTEE, to the owner of any Real Property, or to the DEVELOPER.

3.6 Application Time. Applications for approval as required hereon shall be made to the ARCHITECTURAL COMMITTEE or to any member thereof, which shall be the time for the running of said thirty (30) days from the date of submission.

ARTICLE IV

WAIVER OF SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS ON LOTS

The ARCHITECTURAL COMMITTEE hereinabove constituted under the terms of Article III is hereby authorized and fully empowered by unanimous vote of all of its members to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon the Real Property, or in the use, and failure to use, any of the Real Property the subject hereof, any and all minor violations of any of the requirements set forth in these Covenants, if, in the opinion of all of the members of said ARCHITECTURAL COMMITTEE, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved. The waiver, approval or ratification by the ARCHITECTURAL COMMITTEE in accordance with terms of this paragraph shall be binding upon all persons, and the powers of waiver herein conferred upon the ARCHITECTURAL COMMITTEE shall be construed liberally so as to affect any matters or things included within the terms and conditions of these Covenants.

ARTICLE V

AMENDMENTS AND MODIFICATIONS TO COVENANTS

5.1 Reservation. The DEVELOPER reserves and shall have the right to amend these Declaration of Covenants and Restrictions for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the covenants and restrictions herein contained.

5.2 Additional Covenants. No property owner, without the prior written approval of the DEVELOPER, may impose additional covenants, restrictions on any part of the Real Property shown on the Plat of MIDDLECREEK Subdivision.

ARTICLE VI

TERMS AND ENFORCEABILITY

6.1 Enforcement. If the DEVELOPER or its successors, heirs and assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any Real Property situated in MIDDLECREEK Subdivision as shown on the Plat to prosecute any proceedings that law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from so doing, or to recover damages and other dues for such violation. In validation for any one or more of these covenants by a judgment or Court Order shall in no wise effect any of the other provisions which shall remain in full force and effect.

6.2 Loan Requirements. If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Veterans Administration or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any Lot in said subdivision unacceptable for any such loan, the DEVELOPER shall have the authority to alter, amend or annul any such Covenants as may be necessary to make any of the Real Property herein acceptable, and eligible for such loan.

6.3 Term of Covenants. These Covenants and restrictions, as altered, annulled and amended from time to time as provided for herein, unless released or waived as herein provided, shall be deemed covenants running with the land and shall remain in full force and effect until the first day of August, A.D., 2027, and thereafter, these Covenants shall be automatically extended for successive periods of twenty-five (25) years each unless within six months prior to August 1, 2027, or within six months preceding the end of any successive twenty-five year period, as the case may be, a written agreement executed by the then owners or the majority of the owners of the Real Property shown on the Plat shall be recorded in the Office of the Clerk of Court for Pickens County, South Carolina, in which written agreement any of the Covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished, in whole or in part, as to all or any part of the Real Property then subject hereto in the manner and to the extent provided in such written agreement.

ARTICLE VII

DEFINITIONS

The following words when used in these Covenants or in any Supplemental Declaration shall have the following meaning unless the context in which such terms are used shall clearly indicate to the contrary, to-wit:

7.1 Real Property. "Real Property" shall refer to such existing land, tenements, real estate, real properties, and future additions thereto, if any, which is the subject of these Covenants.

7.2 Lot. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision plat which is intended for use and occupancy as a single-family dwelling and as further defined in Paragraph 2.1 above.

7.3 Plat. The term "Plat" shall mean and refer to the recorded plat of MIDDLECREEK Subdivision made by Robert R. Spearman, R.L.S. #3615, in accordance with the date and book and page of recording in the Office of the Clerk of Court for Pickens County, South Carolina, as set forth in Paragraph 1.1 above.

7.4 DEVELOPER. The term "DEVELOPER" shall mean and refer to Sheffield Road Associates (S.R.A.), a South Carolina General Partnership, the present owner and developer of MIDDLECREEK Subdivision, or any successor in interest to said limited partnership in the development of the Real Property.

7.5 ARCHITECTURAL COMMITTEE. The term "ARCHITECTURAL COMMITTEE" shall mean and refer to the Committee established under the terms of Paragraph 3.1, et seq. of Article III.

7.6 HOMEOWNERS ASSOCIATION. The term "HOMEOWNERS ASSOCIATION" shall mean and refer to the HOMEOWNERS ASSOCIATION duly and lawfully established under the laws of the State of South Carolina.

7.7 Covenants. The term "Covenants" shall mean and refer to the within Declaration of Covenants and Restrictions applicable to MIDDLECREEK Subdivision as now or hereafter amended, modified, and extended to include additional properties.

7.8 Paragraph Headings. All "Paragraph Headings" appearing under each numbered Article or to the right of each numbered paragraph of each Article have been inserted in these Covenants for ease of

reference only and are not to be construed as a part thereof.

ARTICLE VIII

MAINTENANCE CHARGES

8.1 All the numbered lots on the recorded Plat shall be subject to an annual maintenance charge or assessment at the rate not to exceed Three Hundred and No/100ths (\$300.00) Dollars. The first assessment shall be due and payable on the January 1st next following the date a deed is delivered to the Purchaser of a lot and thereafter shall be due and payable in advance on each and every succeeding January 1st.

This assessment shall not apply to any lot so long as it is wholly or partially owned by S.R.A. As to lots within the category of this paragraph, the first assessment shall be due on the January 1st next following the delivery of a deed to a Purchaser.

The assessment of \$300.00 herein provided shall remain effective for a period of one year after the date these Covenants are executed. Thereafter, the assessment shall remain the same until it is increased, decreased or discontinued, as from time to time may be determined by MIDDLECREEK HOMEOWNERS ASSOCIATION, INC. In case two lots are combined such that only one home is placed thereon, then, in that event, there shall only be one charge of three hundred and no/100 (\$300.00) per year.

8.2 All sums payable as set forth above shall be payable to the DEVELOPER until a HOMEOWNERS ASSOCIATION is formally organized upon which all sums shall be payable to the MIDDLECREEK HOMEOWNERS ASSOCIATION, and all funds used for the purposes of this paragraph. The amount so paid shall be administered by the DEVELOPER and/or the Officers of said association and may be used for the functions hereinafter set forth, and it is expressly stipulated that the DEVELOPER and/or HOMEOWNERS ASSOCIATION is empowered to perform any or all of said functions but that it is under no duty to perform or discontinue to perform at any time any of said functions, to wit:

- a) For the payment of the necessary expenses for the operation of said association;
- b) For improving, cleaning and maintaining the streets and parks, if any, within the community;
- c) For the maintenance of any recreational facilities for the specific benefit of the property owners of MIDDLECREEK including additional sections of MIDDLECREEK to be developed;
- d) 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 officers of the association for keeping such property neat and in good order for the general benefit of all the property owners within the community;
- e) For any expenses incident to the enforcement of these protective covenants;
- f) For the payment of taxes and assessments, if any, that may be levied by any public authority upon any common parks or other common areas which may be established for the benefit of the property owners in the subdivision;
- g) Street and entrance lighting and street rights-of-way;
- h) For such other purposes as in the opinion of the officers of the association may be necessary for the general benefit of the property owners in the subdivision.

8.3 MIDDLECREEK HOMEOWNERS ASSOCIATION, Inc. will be a non-profit corporation organized by the undersigned. The membership will consist of the owners of lots in MIDDLECREEK Subdivision according

to the plat hereinabove described together with any owners of lots if any additional subdivision of lots of adjoining property which is subject to these Restrictive Covenants. There shall be one vote for each lot whether owned singly or as tenants in common. If two lots are combined for one homesite, then the resulting homesite shall have one vote. Said corporation shall be formed at the discretion of the DEVELOPER after DEVELOPER has been satisfied that a substantial enough number of homes have been completed in said subdivision to properly support a HOMEOWNERS ASSOCIATION. The corporation shall be responsible for paying the operating costs of the street lights above the costs paid by the public authorities.

8.4 The agents or employees of the HOMEOWNERS ASSOCIATION are authorized to enter upon any lot for the carrying out of any of the functions set out above.

8.5 The HOMEOWNERS ASSOCIATION will encourage the planting of flowers and shrubs and other botanical beautification of said subdivision.

8.6 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 HOMEOWNERS 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.

8.7 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 a real estate Mortgage.

8.8 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 Lender of any sums secured by a properly recorded Mortgage to the end and intent that the lien of any such mortgage, or lien instrument shall be paramount to the lien for charges herein. 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 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 shall affect the ability to collect such charges.

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 of Pickens County. As to subsequent bonafide 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 bonafide 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.

ARTICLE IX

MISCELLANEOUS

9.1 Names or numbers painted on mailboxes and/or any other house numbers will be painted in professional manner. The ARCHITECTURAL COMMITTEE will require a uniform post office box or mail receptacle in accordance with such size and design as shall be required and provided by the ARCHITECTURAL COMMITTEE.

9.2 The owner of the Real Property which adjoins or abuts a stream and/or jogging trails shall keep his property trimmed, cut, and properly maintained so as to present a pleasing appearance, maintain the proper contour of the stream and prevent erosion. No trash, garbage, sewage waste water, (other than surface water) rubbish, debris, ashes, or other refuse shall be deposited in the stream.

9.3 All garbage containers shall be placed in an inconspicuous place at the rear of the lot and mounted on a stand, screened from view and kept in a neat manner.

9.4 Lot owner must demonstrate a minimum allowance of \$2,500.00 for grass, shrubs, etc. Sod for all grassed area in the front and sides of the house must be used.

9.5 The DEVELOPERS require that lot owners must either build a house upon their lot or sell to an individual whose intent is to build a house within three years of purchase of lot. If owner elects to sell to an individual, then that individual who purchases must begin construction of a house within one year from date of purchase. In the event lot owner does neither, then at the option of the DEVELOPERS, owner must sell lot to the DEVELOPERS at the exact sales price for which it was originally purchased from the DEVELOPERS.

ARTICLE X

LIMITATION OF LIABILITY

Conflicting language hereinabove to the contrary notwithstanding, any property owner may rely on the decision of the ARCHITECTURAL COMMITTEE, and such property owner as may act in conformance with the decision (s) of the ARCHITECTURAL COMMITTEE affecting his property made upon his request to the ARCHITECTURAL COMMITTEE as prescribed herein, shall be presumed to be in conformity with this Declaration of Covenants unless such decision shall have been procured upon a willful misstatement of fact. Decisions of the DEVELOPER and/or the ARCHITECTURAL COMMITTEE, including Supplemental Declarations of Covenants, shall also be presumed to be in conformity with this Declaration of Covenants and its scheme and design.

ARTICLE XI

The following restrictions and covenants shall pertain only to the lots adjoining the lakes or ponds as shown on said plat, being specifically as follows:

Lake Wren, Lake Robin, Lake Teal, Lake Mallard, Lake Whipperwill, Lake Cardinal, Lake Falcon and Lake Towhee.

Each lot owner adjoining a lake and each lot owner owning a portion of a lake as shown on the above mentioned plat shall maintain his portion of the lake and the adjoining property in a neat and orderly manner and each lake lot owner shall be equally responsible for his pro rata share cost of the entire lake, including the dam and fertilizing.

Each lake lot owner shall be entitled to the full use of the lake surface waters. No power boats will be allowed on said lake. Fishing, sailboats, row boats and swimming will be allowed on said lake. No surface waters shall be directly channeled into the lake except as shown on Plat. No polluting of the lake in any form will be allowed.

The DEVELOPERS will not take any responsibility or liability for decrease in water volume in lakes due to weather conditions or variables not under their control.

No irrigation of lawns will be allowed using water from lakes unless all owners of a specific lake unanimously agree. No water from lakes shall be used for heat pump purposes.

No existing trees shall be cut or removed adjacent to the lakes extending 15' inland unless approved by the ARCHITECTURAL COMMITTEE. Nor will there be allowed any fences or buildings located within 15 foot area adjacent to lake unless approved by the ARCHITECTURAL COMMITTEE.

ARTICLE XII

RECREATIONAL FACILITIES, COMMON GROUNDS AND MAINTENANCE CHARGES

Two tennis courts, off-street parking, jogging trails, a swimming pool, fitness center, and other designated recreational areas and amenities are being built by the DEVELOPERS for the use and enjoyment of all residents of MIDDLECREEK.

The DEVELOPERS will complete these facilities and operate them for the benefit of the residents until at least twenty-five (25) homes are sold to residents of MIDDLECREEK. Within six months following twenty-five homes having been sold to residents of MIDDLECREEK, the DEVELOPERS will, at their discretion, deed the property to an eleemosynary corporation.

The HOMEOWNERS ASSOCIATION shall have the right to suspend the voting rights and right to use the recreational facilities of a resident for any period during which any assessment against his property remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

30 286

IN WITNESS WHEREOF, the undersigned DEVELOPER, has caused this Declaration of Covenants and Restrictions to be executed this date and year first above written.

WITNESSES

[Signature]

Rachel L. Watson

SHEFFIELD ROAD ASSOCIATES

BY:

[Signature]

Jerry N. Marsh

[Signature]

Bobby G. Sexton

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS) PROBATE

PERSONALLY appeared before me the undersigned witness, who after being duly sworn, states that (s)he saw the within names SHEFFIELD ROAD ASSOCIATES by Jerry N. Marsh and Bob G. Sexton, its Managing Agent, sign, seal and as its act and deed deliver the within written Declaration of Covenants, and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Rachel L. Watson

SWORN to before me this the

2nd day of March, 1988.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 7/23/96

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OLIVER A. NEALY
FILED
MAR 2 3 07 PM '88
CLERK OF COURT
PICKENS, S.C.

The within document was filed
or record on the 2nd day of
March 1988 and recorded 7

In Book 30 page 274
[Signature]
Clerk of Court and Ex. Sec.
Pickens County, S.C.

AMENDMENT TO RESTRICTIVE COVENANTS
APPLICABLE TO MIDDLECREEK SUBDIVISION
RECORDED IN DEED BOOK 30, Page 274
OFFICE OF THE CLERK OF COURT FOR PICKENS COUNTY, SC

WHEREAS, the undersigned SHEFFIELD ROAD ASSOCIATES, A Partnership, imposed certain restrictions and protective covenants on property identified as Middlecreek Subdivision, as specifically shown on a plat thereof recorded in the Office of the Clerk of Court for Pickens County, SC in Plat Book 33, Page 101, which restrictions are recorded in Deed Book 30, Page 274 in the Office of the Clerk of Court for Pickens County, and

WHEREAS, the undersigned, in paragraph 5.1 of said restrictions reserved the right to amend the said restrictions, and

WHEREAS, the undersigned desires to amend so much of paragraph 2.6 of said restrictions as pertains to the front building setback line, with respect to Lot No. 19 of Middlecreek Subdivision, as shown on plat recorded in Plat Book 33, Page 101 in the Office of the Clerk of Court for Pickens County, so as to qualify James R. Magro, Jr. and Debra L. Magro, as purchasers thereof, to obtain a mortgage thereon from First Federal Savings and Loan Association of Georgetown.

NOW, THEREFORE, paragraph 2.6 of the restrictions and protective covenants applicable to Middlecreek Subdivision as recorded in Deed Book 30, Page 274 in the Office of the Clerk of Court for Pickens County, SC, is hereby amended by adding the following sentence to paragraph 2.6:

"Excepted from the above mentioned front building set back line of 35 feet as shown on the recorded subdivision plat, is Lot No. 19, Middlecreek Subdivision, and the building setback line of Lot No. 19 shall be 25.5 feet from the front lot line or street right of way line of Bentcreek."

Except as hereinabove amended, said restrictive covenants shall remain in full force and effect.

WITNESS our hands and seals this 16 day of July, 1991.

IN THE PRESENCE OF

Rhonda S. Seay
Rhonda S. Seay
Kathy Leonard
Kathy Leonard

SHEFFIELD ROAD ASSOCIATES, A PARTNERSHIP

BY: [Signature]

AND: [Signature]

[Signature]
[Signature]

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

PROBATE

PERSONALLY appeared before me the undersigned witness who on oath deposes and states that (s)he saw the within named SHEFFIELD ROAD ASSOCIATES, by its duly authorized agents, sign, seal and as their act and deed deliver the within written Amendment to Restrictive Covenants for the uses and purposes therein written and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 16th day of July, 1991

[Signature]

Notary Public for SC

My Commission expires: December 17, 1995

Rhonda S. Seay

The within document was filed

by record on the 17 day of

July 1991

in book 138 155

Devin A. Healy

Page -2-

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dlaug Rivers
JUL 17 9 55 AM '91
CLERK OF COURT
PICKENS, S.C.

Book ____, Page ____

**STATE OF SOUTH CAROLINA
COUNTY OF PICKENS**

**SECOND AMENDMENT
CLARIFYING DECLARATION
OF COVENANTS GOVERNING
MIDDLECREEK SUBDIVISION**

This second Amendment to the Declaration of Covenants Governing Middlecreek Subdivision is made this 4th day of April, 2003, by SHEFFIELD ROAD ASSOCIATES, a Partnership organized and existing under the laws of the State of South Carolina and having its principal place of business in Andersen County, South Carolina, hereinafter referred to as the Developer.

WHEREAS, as of March 2, 1988, the Developer has executed and caused to be recorded in the Office of the Clerk of Court for Pickens County, South Carolina in Deed Book 30, Page 274, a Declaration of Covenants Governing Middlecreek Subdivision;

WHEREAS, as of July 20, 1988, the Developer has executed and caused to be recorded in the Office of the Clerk of Court for Pickens County, South Carolina in Deed Book 41, Page 99, a First Amendment to said Declaration of Covenants; and

WHEREAS, the Developer deems it necessary and desirable to clarify certain provisions of the aforesaid Covenants and Amendment.

NOW, THEREFORE, the aforesaid Declaration of Covenants Governing Middlecreek Subdivision and the First Amendment thereto are hereby further amended and clarified, pursuant to the provisions of Article V, 5.1 of the aforesaid Covenants, as follows;

1. After the sale of all real property owned by the Developer, all of the authority, rights and privileges reserved to the Developer pursuant to these Covenants shall henceforth vest with the HOMEOWNERS ASSOCIATION.
2. Any increase in the annual assessment pursuant to the third paragraph of Article VIII, 8.1, shall only be made after reasonable efforts to reduce costs and expenses have been made. The determination of the amount of annual assessment or any special assessment rests solely with the Homeowners Association Board of Directors.
3. In the event an owner of two or more contiguous lots acting pursuant to Article VIII, 8.1, third paragraph, last sentence, combines the lots such that only one

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Pickens County, SC
Fees Paid \$10.00

Book ____, Page ____

home is placed thereon, then in that event the lots shall be considered a single lot with respect to assessments thereon and as a basis for voting on matters brought before the Homeowners Association for approval. In the event the owner of any such combined lots later divides the lot or any portion thereof into more than one lot for the purpose of placing an additional home or homes thereon, the assessments and voting privileges based on lot ownership shall be adjusted to apply separately to each resulting lot. Any such adjustment shall become effective as of the date of sale if the additional home site is sold to another owner, or shall be effective upon date of application for a building permit for the additional home or homes if ownership is retained by the then-current owner of record. Owners of multiple lots that are not contiguous, may not combine such lots and each such lot shall be subject to the same requirements and privileges as any other single lot in the Middlecreek Subdivision. The third and fourth sentences of Article VIII, 8.3, shall also be interpreted in accordance with this clarification.

4.. Any annual assessment by the Directors of the homeowners Association pursuant to Article VIII, 8.2, shall be applied only to budgeted expenses as approved by the Directors of the Homeowners Association. Special assessments may be made only in the event of bona fide emergencies, unplanned expenses or to build reserves, and shall be determined by the Directors of the Homeowners Association and explained at a special meeting of the Homeowners Association. When a property is purchased, the purchaser will pay the pro-rated share of the annual assessment for the year of purchase and the selling property owner may be entitled to a refund of his paid annual assessment (pro-rated for that year) at closing. The share of the annual assessment would be calculated beginning the first month following closing.

5. Pursuant to Article XII, third paragraph, any application of the sixty (60) day suspension for an infraction of any rule of the Subdivision shall apply only to the use of recreational facilities and shall not affect voting privileges. The suspension will begin on the day of the infraction.

6. Lake Wren will become the property of the Homeowners Association

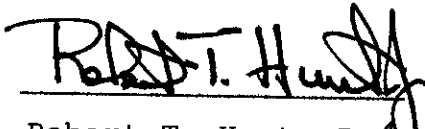
Book ____, Page ____

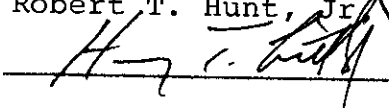
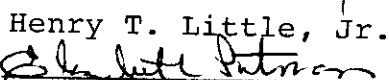
upon conveyance of the common properties from the DEVELOPER pursuant to the First Amendment to these Covenants, paragraph 2. The responsibility for operation and maintenance of Lake Wren and Lake Robin and all appurtenances of these lakes such as fountains and wells shall reside solely with the Homeowners Association, and the owners of the lots adjoining Lake Wren and Lake Robin shall bear only their pro rata share of the costs as members of the Association.

7. Except as clarified herein, the Declaration of Covenants Governing Middlecreek Subdivision, as amended on July 20, 1988, shall remain in full force and effect in the form executed and recorded by the Developer on March 2, 1988.

IN WITNESS THEREOF, the undersigned Developer has caused this Declaration of Covenants Governing Middlecreek Subdivision to be executed the day and year first above written.

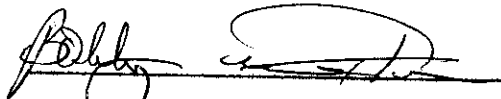
WITNESSES:


Robert T. Hunt, Jr.


Henry T. Little, Jr.

Notary Public

Elizabeth Putman
My Commission Expires 9/28/08

SHEFFIELD ROAD ASSOCIATES:



ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

R. Jackie Danehue, Bookkeeper, do hereby certify that
(name of official and official title)

Bob Sexton, personally appeared
(name of grantor or maker)

before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME THIS 3rd DAY OF April, 2003

Robert Jackie Danehue

NOTARY PUBLIC FOR SOUTH CAROLINA (SEAL)
MY COMMISSION EXPIRES: 6/4/2011