



1-STORY 1500S
 2-STORY 1700S
 16' PAVED RD
 ENTRANCE - NORTH
 STREET LIGHTS
 WAYNE JACKSON
 233-7400

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

AGREEMENT

The undersigned, being the owners of all of the lots of Northcreek take the following action pursuant to the Restrictive Covenants for Northcreek. This action is taken by the undersigned collectively as the Homeowners Association for Northcreek.

Annual Assessment. The undersigned hereby establish an annual assessment of One Hundred Fifty dollars (\$150.00) per lot, the first assessment being due not later than October 1, 1994, and each year thereafter on October 1, until further action of the Homeowners Association.

Depository. The annual assessment shall be collected and shall be placed in a local bank of the homeowners choosing. Withdrawals on said account shall require at least two (2) of the homeowners signatures.

Use of Funds. The annual assessments shall be used for the following purposes:

- (1) Road maintenance,
- (2) Entryway beautification,
- (3) Lighting of entryway sign, and
- (4) Watering of entryway. This may be handled by reimbursement to any homeowner providing the water from their residence.

Said funds may not be used for other purposes without the express direction of the Homeowners Association.

The specific use of moneys shall be by approval of a majority of the lot owners and no homeowners are authorized to use or apply any of said funds prior to said approval.

For the first year, and until otherwise designated, the checkbook shall be maintained at the home of Doug Sorenson (Lot 4). However, each homeowner shall be given a copy of a bank statement at least once each

quarter and said checkbook shall be subject to review at any time upon request of a majority of the Homeowners Association.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this day of September, 1994

Sean Cobb

Dennis M. Hudson

Dennis M. Hudson

Kenneth A. Bell

Delma Ann Hudson

Delma Ann Hudson

Lot 1

Sean Cobb

Mark A. Thomas

Mark A. Thomas

Kenneth A. Bell

Pamela M. Beaulieu Thomas

Pamela M. Beaulieu

Lot 2

Kenneth A. Bell

Robert J. Roseberry

Robert J. Roseberry

Sean Cobb

Marsha C. Roseberry

Marsha C. Roseberry

Sean Cobb

Doug Sorenson

Doug Sorenson

Lot 3

Kenneth A. Bell

Debbie Sorenson

Debbie Sorenson

Lot 4

Kenneth A. Bell

Wayne H. Jackson

Wayne H. Jackson

Sean Cobb

Lot 5

Kenneth A. Bell

Charles I. Maddox, Jr.

Charles I. Maddox, Jr.

Sean Cobb

BOOK 1507 PAGE 734

281

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
RESTRICTIVE COVENANTS FOR
NORTHCREEK

WHEREAS, Wayne H. Jackson is the owner in fee simple of all that certain real estate in Greenville County, South Carolina, located on State Park Road (SC Hwy 253) and being shown and designated on a plat prepared by Freeland-Clinkscales & Associates, Inc., said plat being recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 24-T, Page 11; and

WHEREAS, Charles I. Maddox, Jr., as the owner of a tract of land which he acquired from Wayne H. Jackson, which tract adjoins the property referred to in the paragraph above, and Charles I. Maddox, Jr. desires to join in these restrictive covenants with Wayne H. Jackson for the mutual benefit and restriction of the said properties owned by both of said parties; and

WHEREAS, the owners desire to provide for a quality residential neighborhood; and

WHEREAS, the owners desire to provide for the use and maintenance of a private road by the parties and their successors who are owners of said property;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth below for the benefit of all present and future owners of said properties, their successors and assigns, the following restrictive covenants are placed upon all of said property.

ARTICLE I - USES PERMITTED AND PROHIBITED

1. Single Family. All parcels or tracts shall be used for single family residential dwellings, however, any lot containing in excess of 1.5 acres may have two single family dwelling units on said lot. This could include a garage apartment but each unit shall be designed and occupied as a single family unit.

2. Number of Structures. Except as noted in Paragraph 1 above as to lots in excess of 1.5 acres, there shall be built on any parcel no more than one dwelling or residence. However, each parcel may have such other structures (such as free standing garages, workshops, greenhouses) as shall be approved by the Architectural Committee.

3. Recutting Tracts. No tract shall be recut to a size such that the new tract or the old tract, after recutting, contains less than 3/4 acre. It is anticipated, due to limited road

1328 734

frontage, that no tract may be recut except in relation to adjoining lots.

4. Prohibited Structures. No trailer, basement, tent, shack, garage, barn, or similar outbuilding erected upon any parcel shall at any time be used as a residence. On an individual case basis, the Architectural Committee shall have authority to allow the use of a mobile home on a temporary basis during construction of a permanent home structure. However, this permission must be in writing and may not exceed a time period of one year from the date on which the permission is signed. Construction must begin within 30 days of the locating of the mobile home on the lot and shall continue at a reasonable pace at all times thereafter during which the mobile home continues on the lot. In reference to nonresidential structures erected on lots, no such structure shall be built on a lot prior to the erection of the residential structure.

4. Trailers, Boats, and Vehicles. Except as provided in Paragraph 4, no house trailer, camper, motor home, or similar housing unit shall be placed on any parcel for the purposes of providing living quarters. All large trucks, recreational vehicles, equipment (such as a trailer) used in connection with motor vehicles, and any disabled or wrecked vehicle, whether owned by the lot owner or being stored on his lot, shall at all times be positioned to be as inconspicuous and unoffensive to neighboring lots as possible.

5. Business Prohibited. No structure at any time situate on any parcel shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, charitable, or manufacturing purposes. No billboards or advertising signs of any kind shall be placed or erected on the real property, with the exception of a neatly displayed 16" x 24" real estate "For Sale" sign.

6. Animals. No animals shall be kept, maintained, or quartered on any tract except as follows:

- a. Domestic pets, such as dogs and cats. More than three (3) dogs and/or cats per household must be approved in writing by the Architectural Committee;
- b. No destructive or unfriendly domestic animal which becomes a nuisance to the neighborhood shall be permitted. The owners shall have the right, but not a duty, to have said animals picked up without liability to any owners of said animals.
- c. No large animals shall be permitted on any parcel without the express written approval of the

Architectural Committee as to the number and types of animals. Any such large animal permitted shall be used strictly for domestic or pleasure purposes.

7. Refuse. No parcel owner shall engage in any activity which will result in the maintenance, deposit or accumulation of trash, refuse, debris, mud or other objectionable matter except during construction of a residence on a parcel. During construction the parcel owner is responsible for maintaining a clear and orderly work site with appropriate trash and debris disposal.

8. Nuisances. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood.

9. Use of Recreational and/or other Vehicles. Any motor scooter, ATV, go-cart, motorcycle or any similar vehicle shall be equipped with proper mufflers so as not to cause excessive noise and become a nuisance. Said vehicles shall be used and operated primarily on the owner's property. Roads are for purposes of ingress and egress only and no racing or constant recreational driving on said road shall be permitted.

10. Satellite Dishes. Satellite dishes or other antennae shall be erected and maintained as to be inconspicuous, and the location must be approved in writing by the Architectural Committee.

11. Pollution. No parcel shall be used in such a manner as would result in the pollution, discoloration, or discharge of mud, debris, or other undesirable material--liquid or solid--in any stream, waterway, lake, or pond located on the property subject to these restrictions.

12. Garbage and Trash Containers. All trash, garbage and other waste shall be kept in sanitary containers and except during pickup, if required to be placed at the curb, all containers shall be kept out of view of streets and roads.

13. Miscellaneous. Amateur radio and other antennas shall be erected as to be inconspicuous and the location must be approved in writing by the Architectural Committee.

ARTICLE II - ARCHITECTURAL REVIEW COMMITTEE AND BUILDING STANDARD

1. Architectural Approval. For the purposes of ensuring the development of the real property for the aforesaid purposes, no building, structure, fence, wall, barn, outbuilding, utility

area, driveway, swimming pool, screen enclosure, tennis court, or any other structural improvement, regardless of size or purpose, whether attached to or detached from a main residence, shall be commenced, placed, erected, or allowed to remain on any parcel unless building plans and specifications showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, landscape plans, location, and orientation on the parcel shall have been submitted to and a permit granted in writing by the Architectural Committee hereinafter established.

Further, realizing that it is in the best interest of all lot owners to maintain the natural landscaping, especially the existing trees, no removal of trees or other major landscaping shall be done without written approval by the Architectural Committee.

2. Committee Members. The Architectural Committee shall be composed of Wayne H. Jackson and such other person or persons as he shall appoint to said Committee. If at any time during which these covenants are applicable Wayne H. Jackson has ceased to act due to death or disability without having appointed any successor committee member(s) then the Architectural Committee shall consist of the property owners of all lots subject to these restrictive covenants.

3. Failure to Approve or Disapprove. In the event that the Architectural Committee fails to approve or disapprove any matter within the scope of its authority within thirty (30) days after receipt of a written application for approval, it shall be deemed approved unless suit to enjoin such matter or thing has commenced prior to or after receipt of said application, in which case said suit shall be deemed a disapproval. Approval shall mean that this covenant shall be deemed to have been fully complied with and no suit or claim shall be brought by the Architectural Committee or the owners of any parcel.

4. Review of Architectural Plans. The Architectural Committee shall apply, in addition to any other standards the Committee deems appropriate, the following standards:

- a. Front and Side Setback Lines. Because of the shape, size, and topography of the various lots to which these restrictions apply it is difficult to establish fixed front and side setback lines. It is the intent and desire that all homes shall be located on their lots so as to be as compatible and aesthetically appealing as possible to all surrounding lot owners. Therefore, the Architectural Committee shall have the authority to make the final decision as to location of structures

on lots except that no house shall be located any closer than the greater of fifteen feet (15') from their lot line or forty feet (40') from the edge of the private road. No structure shall be located nearer than ten feet (10') to any side or rear lot line to allow for the utility easements and no structure shall be permanently erected nearer than twenty feet (20') on either side of the creek.

- b. Utility Easement and Setback. There is hereby established throughout the subdivision a utility easement along all property lines (front, sides, and rear) of ten feet (10'). In connection therewith, no permanent structure shall be erected within said easement.
- c. Beautification Easement. There is hereby established a beautification easement on the area serving as a buffer area along State Park Road. No fence or structure may be erected on or around (so as to enclose) this area. This easement is to allow the Homeowners Association to beautify and maintain this area as anticipated by these Covenants.
- d. Square Footage. All one-level dwellings or residences are to have no fewer than 1600 square feet of heated floor space and all multi-level homes shall have a minimum of 2,000 square feet of heated floor space. Breezeways, porches, garages, and unfinished basements will be excluded when calculating heated floor space.

5. Walls, Fences, Etc. No wall, fence, or hedge, shall be erected on any property line that borders other property subject to these restrictions until the plans for same have been approved by the Architectural Committee. Approval shall be in the same manner as approval for all other plans as set forth herein.

6. Fuel Tanks. All fuel, oil or gas tanks or containers shall be covered or buried underground consistent with codes and normal safety precautions except where approval is given by the Architectural Committee in writing for above ground tanks. Above ground tanks shall be placed so as to be as inconspicuous as possible and shall be landscaped around as required by the Architectural Committee.

7. Waste Disposal Systems. All sewage disposal systems shall be approved by the appropriate public health authorities, including the South Carolina Department of Health and Environmental Control and shall be properly maintained by each property owner. It is anticipated that most lots will be

required to tap on to the existing public sewer line located in State Park Road. These lines shall be placed as near to the private road as possible within the 10 foot utility easement along each property line. Where permitted, one or more lines may be placed in the same general area but maintained by the individual property owners.

ARTICLE III - ASSESSMENTS

1. Road Maintenance. All property subject to these restrictions shall have access to and be serviced by a private road going through the property to State Park Road. Access drives to any other road is not intended to be covered by these restrictions. Recognizing the mutual benefit and the cost savings in maintaining one common roadway as opposed to individual driveways each property subject to these restrictions shall bear an equal share of the cost to maintain said roadway. In addition, the owner of each property shall maintain that area along the driveway consistent with his property line, realizing that a portion, or all of the property immediately adjacent to the roadway may be owned by a different property owner. For purposes of maintenance the property owners are hereby given an easement over and across said strips of land for the purpose of maintaining said property along the roadway.

2. Other Assessments. In addition to assessments for road maintenance, additional assessments may be made for entrance and roadway beautification, and such other similar costs and expenses as shall be incurred by the property owners as a group.

3. Lien. The annual assessment or charges to be assessed each lot shall constitute a lien or encumbrance upon each parcel and acceptance of a deed of conveyance shall be construed to be a covenant by the grantee to pay such assessments as well as to be bound by these restrictive covenants. 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 assessments and charges.

4. Foreclosure. In the event that it is necessary to foreclose the lien herein created as to any property, the procedure for the foreclosure shall be the same as for the foreclosure of a real estate mortgage in the State of South Carolina.

5. Limitations on Liens. The lien hereby reserved, however, shall be subject to the following limitations, to-wit:

- a. Such lien shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a recorded mortgage to the end and intent that the lien of any mortgagee, legal or equitable, shall be paramount to the lien for the charges and assessments herein, provided however, that such lien, if recorded as provided in (b) below, shall not be subordinate to any mortgage recorded after the recording of said lien. Also, such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of a mortgage; and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges or assessments accruing after such sale under foreclosure of such mortgage or acquisition of title by a purchaser by deed in lieu of foreclosure.
- b. Notice of any charge or assessment due and payable shall be given by filing a Notice of Lien in the RMC Office for Greenville County in the Mortgage Books, which lien shall state the name of the owner and the nature of the lien. With regard to subsequent bona fide purchasers for value, the lien herein reserved for charges and assessments due and payable shall be effective only from the time of filing of said Notice, provided, however, that nothing contained herein shall affect the right of the Homeowners Association to enforce the collection of any charges and assessments which shall become payable after acquisition of title by such subsequent bona fide purchaser for value.

ARTICLE IV - HOMEOWNERS ASSOCIATION

1. Formation. The Homeowners Association shall be deemed to consist of each property owner subject to these restrictive covenants. Each owner shall be entitled to one vote per parcel owned. In the event of co-ownership of a parcel the co-owners shall be entitled to one vote collectively and shall determine among themselves how said vote is to be cast and make said decision known to the Association.

The Homeowners Association may, but is not required, to be incorporated, the incorporation or lack thereof to be in the discretion of the Homeowners Association.

2. Powers and Functions of Homeowners Association. The Homeowners Association is empowered to perform any and all of the following functions; but, except as to the maintenance of the private road(s), it shall be under no duty to perform, or to continue to perform, any of said functions, to-wit:

- a. Payment of the necessary charges and expenses of the operation of the Homeowners Association.
- b. Maintaining the private road serving the properties.
- c. Improving, repairing, cleaning, maintaining, and beautifying entrance and buffer areas in which all homeowners benefit.
- d. Collection, in addition to the normal maintenance charges or assessments of any expenses incident to the enforcement of these covenants, or the exercise of any powers conferred herein.
- e. Such other purposes and functions, which, in the opinion of the officers, directors, and members of the Homeowners Association may be necessary for the general benefit of the parcel owners.
- f. Encourage the botanical beautification of all parcels in the subdivision.

3. Quorum and Voting. For purposes of transacting business, any decision resulting in additional assessments shall require a vote of a majority of the owners of the parcels affected by the restrictive covenants.

Any decision modifying these restrictive covenants shall require not less than 75 percent vote of the owners of the parcels subject to these restrictive covenants.

ARTICLE V - TERMS AND ENFORCEABILITY

1. Enforcement. If any person owning any real property subject to the within covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning any parcel to prosecute any proceedings at 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 doing so or to recover damages and other dues for such violation. Invalidity of any one or more of these covenants by a judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

2. Loan Requirements. If any of these covenants shall be found to be contrary to the recommendations or policies of any recognized institution or agency, public or private, granting or insuring loans, and shall render any parcel unacceptable for any such loan, the Architectural Committee shall have the authority to alter, amend, or annul any such covenants as may be necessary to make any of the parcels herein acceptable and eligible for such loan.

3. Terms 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 January, A.D. 2026. Thereafter, these covenants shall be automatically extended for successive periods of twenty-five (25) years unless within six (6) months prior to January 1, 2026, or within six (6) months preceding the end of any successive twenty-five-year (25-year) period, as the case may be, a written agreement is executed by a majority of the then owners of the parcels, 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 which is subject hereto in the manner and to the extent provided in such written agreement.

IN WITNESS WHEREOF:

Beverly D. Lippin
Anthony H. Lippin

Wayne H. Jackson
 Wayne H. Jackson
Charles I. Maddox, Jr.
 Charles I. Maddox, Jr.

THIS AMENDMENT made this 23rd day of August, 1994, by the undersigned (herein referred to as "Owners"), is applicable to all of the lots shown on the plat of Northcreek as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 24-I, Page 11, and property conveyed to Charles I. Maddox, Jr. as shown on plat recorded in Plat Book 24-H, Page 93.

WITNESSETH:

WHEREAS, the undersigned are the owners of all the property constituted as Northcreek and Charles I. Maddox, Jr. is the owner of adjoining property subject to the restrictive covenants applicable to Northcreek as previously recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1507, Page 734; and

WHEREAS, said restrictive covenants incorrectly stated the proper plat book reference; and

WHEREAS, the undersigned, being all of the owners of the property subject to said restrictive covenants do hereby wish to correct said error and to affirm the applicability of the restrictions to the property shown on the aforementioned plats;

NOW, THEREFORE, for and in consideration of the above stated objective, the Owners hereby amend the aforementioned restrictive covenants as follows:

The property to which said restrictive covenants apply is the property shown on plat recorded in Plat Book 24-I, Page 11, and the property shown in Plat Book 24-H, Page 93, and the restrictive covenants heretofore recorded are amended to reflect the application of said restrictions to this property.

IN WITNESS WHEREOF, the undersigned, being the owners of all of the property shown on the aforementioned plats, have caused this Amendment to Restrictive Covenants to be executed the date and year first above written,

Sean Cohl

Dennis Hedson

Dennis M. Hudson

Kenneth A. Bell

Deena Ann Hudson

Delma Ann Hudson

Sean Cobb

Kenneth A. Bell

Sean Cobb

Kenneth A. Bell

Sean Cobb

Kenneth A. Bell

Sean Cobb

Kenneth A. Bell

Mark A. Thomas
Mark A. Thomas

Pamela M. Beaulieu Thomas
Pamela M. Beaulieu Thomas (Now married)
Lot 2

Robert J. Roseberry
Robert J. Roseberry

Marsha C. Roseberry
Marsha C. Roseberry
Lot 3

Wayne H. Jackson
Wayne H. Jackson
Lots 4 and 5

Charles I. Maddox, Jr.
Charles I. Maddox, Jr.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named parties sign, seal and as their act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 23rd day
of SEPTEMBER, 1994.

Sean Cobb

Brenda C Jackson S.C.

Erin D. Men (Seal)

Notary Public for South Carolina

My commission expires: 9-24-97

STATE OF SOUTH CAROLINA) SECOND AMENDMENT TO
COUNTY OF GREENVILLE) RESTRICTIVE COVENANTS FOR
NORTHCREEK

THIS AMENDMENT made this 27th day of January, 1995, by the undersigned (hereinafter referred to as "Owners"), is applicable to the **Restrictive Covenants for Northcreek**.

WITNESSETH:

WHEREAS, the undersigned are the owners of all the property presently subject to the restrictive covenants for Northcreek, and the owner of a tract adjoining said Northcreek; and

WHEREAS, the owner (James A. Roach, Jr. and Kimberly K. Roach) of said adjoining tract desires to join said tract to Northcreek and make said tract subject to the Restrictive Covenants for Northcreek; and

WHEREAS, the owners of the property constituting Northcreek and subject to the said Restrictive Covenants desire to have said tract become part of Northcreek and to make said tract subject to said Restrictive Covenants;

NOW, THEREFORE, for and in consideration of the above stated objective, the undersigned hereby amend the aforementioned Restrictive Covenants as follows:

1. **Property to which Restrictive Covenants apply.** The property to which said restrictive covenants apply is the property shown on plat recorded in Plat Book 24-I, Page 11, the property shown in Plat Book 24-H, Page 93, and the property designated as 2 acres shown in Plat Book 19-E, Page 97.
2. **Effect of Amendment.** The undersigned hereby acknowledge that the effect of this amendment is to subject the property shown as the 2 acre tract on plat recorded in Plat Book 19-E, Page 97, to all provisions of the Restrictive Covenants including, but is not limited to, those restrictions applying to the use of the property and the application of annual assessments.
3. **Ingress and Egress.** It is understood and agreed by the undersigned that the owner of said adjoining property shall have access to and be entitled to use the roadway servicing the other properties of Northcreek and the undersigned hereby grant to the owner of said 2 acre tract an easement over and across said roadway which easement shall run from State Park Road along said paved roadway to the 2 acre tract. Further, the owner of Lot 5 of Northcreek

hereby grants, in addition to the above mentioned easement, an easement extending across the northern most corner of Lot 5 as a continuation of the easement for ingress and egress to and from said 2 acre tract. This easement is reflected on the plat recorded in Plat Book 24-I, Page 11 as a twenty-five foot ingress and egress easement for use by Fred Barton. It is the intent of the undersigned Owner of Lot 5 to clarify said statement so as to grant an easement to the owner of the "Barton" property and thereby remove any inference that said easement might have been personal to Fred Barton.

IN WITNESS WHEREOF, the undersigned, being the owners of all of the property shown on the aforementioned plats, have caused this Amendment to Restrictive Covenants to be executed the date and year first above written.

Dennis M. Hudson

Dennis M. Hudson

Delma Ann Hudson

Delma Ann Hudson

Lot 1

Mark A. Thomas

Pamela M. Beaulieu

Lot 2

Robert J. Roseberry

Marsha C. Roseberry

Lot 3

Douglas S. Sorenson

Douglas S. Sorenson

Deborah E. Sorenson

Deborah E. Sorenson

Lot 4

Wayne H. Jackson

Wayne H. Jackson

Lot 5

Charles I. Maddox, Jr.

James A. Roach, Jr.

James A. Roach, Jr.

Kimberly K. Roach

Kimberly K. Roach

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named parties sign, seal and as their act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 27th day
of January, 1995.

(Seal)

Notary Public for South Carolina
My commission expires: