DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR BLOCK "A" of OAK HILL SUBDIVISION,

THIS DECLARATION, made as of the 1 day of June, 2012, by **America's Home Place, Inc. (hereinafter called the "Declarant"):**

WITNESSETH:

WHEREAS, the Declarant is the owner of the lots, streets and common area in Oak Hill Subdivision in Anderson County, South Carolina, as is more particularly described on Exhibit "A" attached hereto and, by reference, made a part hereof; and,

WHEREAS, it is in the best interest of the undersigned owner and all persons and entities purchasing lots within said subdivision that the within restrictions and protective covenants be established to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired quality of the subdivision, and thereby insure each owner the full economic benefit and general enjoyment of said property.

WHEREAS, the Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create a Property Owners Association to which can be delegated and assigned the power and authority of maintaining and administering the amenities, administering and enforcing the covenants governing same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter provided; and,

WHEREAS, the Declarant is causing to be incorporated under the laws of the State of South Carolina a non-profit corporation known as Oak Hill Property Owners Association, Inc. for the purpose of exercising the functions aforesaid and which are hereinafter more fully set forth;

NOW, THEREFORE, the Declarant hereby declare that the property described in Exhibit "A" attached hereto and, by reference, made a part hereof is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, easements, affirmative obligations, charges and liens (hereinafter sometimes referred to as the "Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words and terms when used in this Declaration or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Oak Hill Property Owners Association, Inc., its successors and assigns.

(b) "Association Properties" shall mean and refer to all property either real or personal, if any, now or hereafter owned, leased, or in the possession of the Association.

(c) "Committee" shall mean the OAK HILL SUBDIVISION CONTROL COMMITTEE, as established hereby.

(d) "Declarant" shall mean and refer to (1) America's Home Place, Inc., acting by and through its authorized agent; or (2) any successors-in-title to said person to all or some portion of the property then subject to this Declaration; provided, however, that such successor-in-title shall acquire such property for purposes of development or sale; and, provided further, that in the instrument of conveyance to any such successor-in-title, such successor-in-title is expressly designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; or (3) should any of the property subject to this Declaration become subject to a first mortgage given by "Declarant" as security for the repayment of a loan, then all of the rights, privileges and options herein reserved to "Declarant" shall inure to the benefit of the holder of such mortgage upon becoming the Owner of all the property then subject thereto through whatever means, or the purchase of all such property at a judicial or foreclosure sale made pursuant to any power of sale contained in such mortgage; provided, however, that all rights, privileges and options herein reserved to "Declarant" may be transferred to the successor-in-title of any such acquirer of title to such property, provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such property; and, provided further, that in the instrument of conveyance to such successor-in-title, such successor-in-title is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance. In the event that persons specified in both (2) and (3) above become entitled to succeed to the interests of "Declarant" as therein provided, then, as between such persons, any person entitled to be "Declarant" by virtue of (3) above, shall be "Declarant" instead of any person entitled to be Declarant by virtue of (2) above.

(e) "Lot" shall mean and refer to any improved or unimproved parcel of land located within the Properties which is used or intended for use as a site for a single family dwelling and which is shown on any recorded plat of any part of the Properties.

(f) "Member" shall mean and refer to all those persons who are Members of the Association as provided for in Article V, Section 1, hereof.

(g) "Mortgage" shall mean and refer to any security instrument by means of which title to property is conveyed or encumbered to secure a debt including, but not limited to, security deeds, loan deeds and deeds to secure debt.

(h) "Mortgagee" shall mean and refer to the holder of record, whether it be one or more persons, of a Mortgage.

(i) "Oak Hill" shall refer to the subdivision of Lots as planned, platted and recorded in Plat Slide 1668 at Page 10, as revised and re-recorded in Plat Slide 1722, Pages 7 and 8, in the Office of the Register of Deeds of Anderson County, as the same may be amended from time to time by the Declarant in accordance herewith, along with any additional property made subject to this Declaration as provided herein.

(j) "Owner" shall mean and refer to the record Owner, whether it be one or more persons, of fee simple title to any real property situated within the Properties excluding, however, the Association and those persons having such interest merely as security for the performance of an obligation.

(k) "Person" shall mean and refer to an individual, corporation, partnership, association, trust or any other legal entity.

(l) "Properties" shall mean and refer to the property described in Exhibit "A" attached hereto and, by reference.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Hereby Subjected to this Declaration. The property which is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to these Covenants consists of that which is described in Exhibit "A" attached hereto and, by reference, made a part hereof.

Section 2. At any time within ten (10) years from the recordation of this Declaration, Declarant shall have the right, at its election without the consent of any Owner or Owners, to bring within the coverage of this Declaration and the jurisdiction of the Association any additional property. Such additions authorized hereby shall be made by filing of record, in the Office of the Register of Deeds for Anderson County, South Carolina, Supplementary Declarations of Covenants, Conditions and Restrictions with respect to such additional property. Each such Supplementary Declaration shall extend the scheme of this Declaration and the jurisdiction of the Association to such additional property and thereby subject such additional property to assessment for their just share of the Association's expenses. Such Supplementary Declarations may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character of the additional property and as are not inconsistent with the provisions of

this Declaration. Nothing contained in this Section, however, shall be construed to obligate Declarant to bring any additional property within the coverage of this Declaration.

ARTICLE III

RESTRICTIONS

Section 1. No Subdividing

No lot shall be further subdivided, except that two (2) Lot Owners may subdivide a Lot between them, but only one residence shall be built on the combined original Lot and the subdivided portion of any Lot; provided however, the Declarant revise lot lines to ensure buildable lots.

Section 2. Architectural Control Committee

There is hereby established a Committee known as the "OAK HILL SUBDIVISION CONTROL COMMITTEE", hereinafter the "Committee" From and after this date, no building shall be erected placed or altered on any lot until construction plans and specifications and plats showing the location of the structure shall have been submitted to and approved by a majority of the Committee, as to location of structure, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, finish grade elevation and landscaping.

The Committee shall have fifteen (15) days from the submission of the information required herein to advise the lot owner or prospective owners of its decision and any required corrections, amendments or alterations or prohibitions established by the Committee. Should the Committee fail to approve or disapprove proposed plans and specifications within thirty (30) days after said plans and specifications have been submitted to the Committee or in the event no suit to enjoin the construction has been commenced by the Committee herein, then further Committee approval will not be required and the terms of this covenant shall be deemed to have been fully complied with.

The submission by any Lot Owner to the Committee of plans, specifications and other such information as the Committee may require for the purpose of review shall be accomplished in not less than ten (10) days prior to the start of the contemplated construction. Submission of the information herein required may be accomplished, until notice otherwise, by delivering the same personally to the Committee, or by mailing the same by United States Mail to the Committee at the following address:

Oak Hill Subdivision Control Committee
220 Shortie Street
Greer, SC 29651

The Committee shall initially be composed of **Barry Conner** and **Russell Miskin**.

In the event of death or resignation of either member of the Committee, the Association shall have authority to designate a successor. None of the members of the Committee or their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the Association, may change the membership of the Committee, to expel a member of the Committee, or to reconstitute and reform the Committee.

The Committee shall have power to grant Variances for minor violations of this Declaration, so long as any such Variance does not substantially alter the character of the improvements within the subdivision; the Committee shall otherwise be bound by and shall not be empowered to alter or amend the specifications, requirements, covenants and conditions contained herein.

Section 3. Land Use

No lot shall be used except for single family residential purposes. No mobile homes are permitted. No occupation, profession, trade or other non-residential use shall be conducted in any dwelling unit except such trades or occupations as may be approved by the Committee.

Section 4. Dwelling Quality and Size

No building shall be erected, placed, altered, maintained or used on any lot until the construction plans and specifications, etc. are approved by the Committee. Specifically, no building shall be erected, placed, used, maintained, altered or constructed on any lot within the subdivision unless said building shall comply as follows:

(a) Building Size. No residence shall be built, erected or used on a Lot unless it shall contain a minimum floor space, as follows: (1) if one-story, at least 1,500 square feet of enclosed, heated area; (2) if a one and on-half story or a two-story, at least 800 square feet of enclosed, heated area on the ground floor. The floor space herein referred to shall be exclusive of garages, porches, breezeways, terraces and basement areas. Said measurements are to be measured from the outside walls. With the prior written approval of Declarant a portion of the living space required to comply with the limitations of this paragraph may remain unfinished.

(b) Height. No building shall be erected, altered, placed or permitted to remain on any Lot, other than a detached, single family dwelling, not to exceed two and one-half (2.5) stories or more than 35 feet in height, not including basements or walk-out basements.

(c) Exteriors, Driveways. No permanent structures shall be erected having exposed exterior walls of concrete blocks, except for painted and/or parged foundation walls. All driveways must be concrete.

d) Fences and Walls. No fences or wall shall be erected on any lot without the prior written approval of the Committee or its designee, as to location, design, quality of workmanship, materials and color.

Fences and walls shall not be erected, placed or altered an any lot nearer to any street than the front edge of the house built on said lot unless the same be retaining walls of masonry construction which do not in any even rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Oak Hill Subdivision Control Committee. The exposed part of retaining walls shall be made of clay, brick, stucco, stone, or veneered with brick or natural stone or other approved materials.

Notwithstanding the preceding paragraph, any fences of walls in existence and in place as of the date of the recordation hereof, shall be grandfathered and allowed to remain in place.

Section 5. Setbacks. No building or part thereof shall be erected except in accordance with Front yard, Side yard, Side Street, and Rear property lines as permitted by the more restrictive of either (1) City of Anderson Land Development Code, or other governing zoning ordinance, in effect at the time of construction, or (2) the recorded plats of Oak Hill, as may be amended by Declarant, and as shown on the recorded Map for any additional real property added to Oak Hill by the Declarant in accordance with the provisions hereof.

Section 6. Detached Structures. All detached private garages or other out buildings shall be erected in accordance with the City of Anderson zoning regulations at time of installation, with prior written approval of the Committee. All detached structures must be consistent in design materials and color with the dwelling on the lot.

Section 7. Temporary Improvements or Structures. No structures of a temporary character including trailers, tent, shack, or portable buildings shall be maintained on any lot or be used at any time thereon except those used by builders or developers during construction which are to be removed immediately after completion of such construction.

Section 8. Animals No animals other than a reasonable number of generally recognized house pets shall be maintained on the property and then only if kept thereon solely as household pets and for no other purpose. No such animal shall be allowed to make an unreasonable amount of noise, or otherwise become a nuisance. No structure for the care, housing or confining of any animal shall be maintained or erected within the subdivision without the express written approval of the type and location of the structure by the Committee which shall in its sole discretion determine if a structure is approved or disapproved or whether a particular animal shall be considered a nuisance or whether a number of animals the particular property is reasonable.

Section 9. Nuisance No noxious or offensive activity nor any activity which may become an annoyance to the neighborhood shall be carried on upon any lot in the subdivision. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition of his or her lot. No lot shall be used, in whole or in part, for the storage of any unclean or untidy condition that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment discomfort, annoyance, or nuisance to any person using any property adjacent to the lot. There shall not be maintained any

plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, or unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound devices as may be used exclusively for security purposes shall be located, installed or maintained upon the exterior of any lot unless required by law.

This section in no way applies or may be interpreted to apply to noise or debris accumulated during the construction of an approved structure on any lot; this section also does not apply to the practice, if allowed by local authorities, of burial of construction debris on a lot by the builder of an approved dwelling.

Section 10. Signs No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder or his designated representatives to advertise property during the construction and sales period. This provision shall not apply to entrance signs erected by the Builder or Developer of a permanent or temporary nature.

Section 11. Eyesores

(a) All laundry drying yards shall be constructed so as to be hidden from any view from the street. No Clothes lines, fences, railing or other objects shall be used to hang or dry clothing, rugs etc. on the exterior of the homes and within view of the street.

(b) No building or structure on any lot shall be allowed to fall into neglect or disrepair. In the case of fire damaged buildings, they shall be demolished and the debris removed within sixty (60) days or repaired or rebuilt within nine (9) months.

(c) The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the subdivision.

Section 12. Vehicles. Vehicles shall not be parked on any street for periods of more than six hours at a time. The term vehicles, as used herein, shall include motor homes, boats, trailers, and trucks, school buses, in addition to automobiles. All recreational vehicles including motor homes, recreational trailers, boats and boat trailers shall be screened from street view if parked for more than 24 hours on any lot Vehicles shall not be parked on any portion of a Lot other than the driveway, garage, or other concrete or paved area as approved by the Committee.

It is not permitted to operate motorized or non-motorized vehicles including those listed previously in this paragraph and further including, but not limited to: dirt bikes, motorcycles, four wheelers, three wheelers or other vehicles which would or could tear up the landscaping on any portion of any lot in the subdivision that is not paved or concrete. This portion of this paragraph does not apply to the operation of motorized or non-motorized vehicles designed and used at the time of operation for yard maintenance.

Section 13. Lot Maintenance The owner of each lot shall be responsible to keep his lot in a neat and attractive condition. Upon failure to do so, the Declarant or the Association, its authorized agents, designated Committee, successor or assigns may, after five days written notice to such owner, enter upon the lot for the purpose of mowing lawns, removing dead trees, shrubs or other rubbish therefrom. Upon such action, the owner shall be personally liable for the costs thereof and such costs shall be a permanent lien upon said lot enforceable by the Declarant or the Association by proceedings at law or equity. All charges of such maintenance on the part of the Association shall be competitive for work performed in like trades. The lot owner shall allow Declarant or the Association access to the property to perform yard maintenance as stipulated in these restrictions and covenants and said access shall apply to their authorized agents, successors, assigns, employees or subcontractors. Lot owner and occupants hold Declarant and the Association, their agents, successors, assigns, employees and/or subcontractors harmless for inadvertently cutting down flowers, trees, or shrubs planted by occupant or homeowner or the accidental disposal of articles mistaken for rubbish or debris.

Section 14. Above Ground Pools Above ground swimming pools shall not be permitted in the subdivision.

Section 15. Guns The use of firearms is prohibited and this is to include "B-B" guns, pellet guns and small arms of any kind.

Section 16. Gardens, Basketball Goals, Etc. No vegetable garden, hammocks, satellite dishes, statuary, or recreational equipment may be placed, erected, allowed or maintained in the front or side yards without the prior written consent of the Committee.

ARTICLE IV

EASEMENTS

Section 1. Reservation of Easements. Declarant for itself, its successors, and assigns, reserves an easement for the right at any time in the future to grant, right-of-ways for the installation and maintenance of public utilities and storm drainage across, on or under any Lot over an area covering a distance of not more than ten (10) feet from the front, rear and side lot lines, but such right-of-ways must be used so as to interfere as little as possible with the use of the property by its owners. No public utility company or governmental entity or agency shall obtain any right in the easement reserved herein without an express written and recorded grant thereof by Declarant, its successors and assigns. In the event the Property is served by any underground public utility facilities, the service to structures erected thereon shall be connected to the underground facility at the pedestals provided for this purpose. Without limiting the foregoing, each Lot within the Property is subject to all easements and buffers shown on the plats of Oak Hill as referenced above, and as shown on the recorded Map for any additional real property added to Oak Hill by the Declarant in accordance with the provisions hereof. As to any lot upon which a storm drain is located, an easement is reserved to the City and County authorities for the purpose of repairing said storm drain.

Further, Declarant shall have the right to grant over, under, across and upon any portion of the Property owned by Declarant, or the Common Areas, such easements, rights-of-way, licenses and other rights in accordance with or to supplement the provisions of this Declaration or as may otherwise be desirable for the development of the Property, by the execution, without further authorization, of such grants of easement or other instruments as may from time to time be necessary or desirable. After the period of Declarant control, the Association shall cooperate with Declarant and execute such grants of easements over the Common Areas as may be desirable to Declarant for the development of the Project and the preservation and enhancement of Declarant's interest therein.

Section 2. Non-interference. The Owners, or their successors in title to such Lots, shall in no way interfere with said facilities, or dig up, cut or tamper with them except at their own peril, in violation of the rights of said telephone, utility and power companies. No owner may obstruct or re-channel the drainage after installation of drainage swales, storm sewers or utility easements without the express written permission of the Oak Hill Subdivision Control Committee.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Membership of the Association shall consist of (a) every record Owner, whether it be one or more persons, of fee simple title to any real property situated within the Properties excluding, however, the Association and those persons having such interest merely as security for the performance of an obligation, and (b) the Declarant subject to the following provisions of this Article V. Membership shall be appurtenant to and may not be separated from Ownership of such real property, which Ownership shall be the sole qualification for Membership.

Section 2. Voting Rights. Subject to the following provisions of this Section 2, the Association shall have two classes of voting Membership: Class "A" and Class "B".

CLASS "A": Class "A" Members shall be all those Owners of Lots (except as set forth under Class "B" Membership provisions below). Except as provided below, a Class "A" Member shall be entitled to one vote for each Lot which such Owner owns.

CLASS "B": The Class "B" Member shall be the Declarant ("Developer"). The Class "B" Member shall be entitled to three (3) votes for each Lot which it owns. The Class "B" Membership shall cease and be converted to Class "A" Membership upon the first of the following events to occur: (a) when the total votes outstanding in the Class "A" Membership equal the total votes outstanding in the Class "B" Membership, (b) abolishment by Developer of its Class "B" Membership evidenced by written notice thereof delivered to the Association, or (c) December 31, 2024.

When any property entitling the Owner to Membership as a Class "A" Member of the Association is owned of record by other than a single natural person, the person entitled to cast the one vote for such property shall be designated by a certificate signed by the record Owner or Owners of such property and filed with the Secretary of the Association. Each such certificate shall be valid until revoked, superseded by a subsequent certificate or a change occurs in the Ownership of such property. The votes of the Members shall be cast under such rules and procedures as may be prescribed in this Declaration or in the By-laws of the Association, as amended from time to time, or by law.

Section 3. Period of Declarant Control. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors, or any officer or officers of the Association, and the members of the Oak Hill Subdivision Control Committee, until such time as the first of the following events occurs:

a. Declarant no longer owns any Lots, or

b. Declarant surrenders the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by the Declarant.

ARTICLE VI

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants and each Owner shall by acceptance of a deed, whether or not it shall be so expressed in such deed, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) annual assessments or charges; and (b) special assessments or charges for the purposes set forth in Section 4 of this Article VI, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge and continuing lien on the property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment first become due and payable. In the case of co-Ownership of such property, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment. Should the Association employ an attorney to collect any assessment, it shall be entitled to collect in addition thereto all costs of collection including reasonable attorney's fees.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the acquisition, improvement, maintenance and operation of the Association Properties; payment for services which the Association is authorized to provide including, but not limited to, taxes and insurance on the Association Properties, construction of improvements on the Association Properties, and repair, replacement and additions to the Association Properties; payment of the cost of labor, equipment, materials, management and

supervision necessary to carry out its authorized functions; street lights, electricity for street lights; payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions; establishment and maintenance of an adequate reserve fund for maintenance, repairs and replacement of those portions of the Association Properties that must be replaced on a periodic basis; and other charges as may be required by this Declaration or that the Association or its Board of Directors shall determine to be necessary to meet the primary purposes of the Association. Special assessments shall be used for the purposes set forth in Section 4 of this Article VI. Each Owner shall be responsible for his or her own return of taxes on his Lot and for the payment of all taxes and governmental assessments, if any, assessed thereon by the taxing authorities.

Section 3. Annual Assessments. Beginning January 1, 2013, the annual assessment shall not exceed $165.00 per Lot, payable annually on January 15th. There shall be no assessment against any Lot owned by Developer. From and after January 1, 2013, the maximum annual assessment for any succeeding year shall not exceed by more than fifteen percent (15%) the amount of the assessment for the preceding year unless such increase by more than 10% over the preceding year's assessment shall have the assent of at least two-thirds (2/3) of the votes cast by the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to the Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The Association's Board of Directors shall, after consideration of current costs and future needs of the Association, fix the actual annual assessment for any particular year at an amount not to exceed the applicable maximum annual assessment. However, if the Board of Directors should fix such annual assessment at an amount less than the maximum annual assessment and it is subsequently determined by the Board that the amount assessed will not be sufficient, the Board shall have the power to make supplemental annual assessments but in no event shall the sum of the initial and supplemental annual assessments in any one year exceed the applicable maximum without Member approval as provided hereinabove. Should the Board of Directors fail to fix the annual assessment for any particular year, the prior year's assessment shall be continued automatically until such time as the Board shall act.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Section 3 hereof, the Association's Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of: construction or reconstruction on the Association Properties; unexpected maintenance, repair or replacement of the Association Properties and capital improvements thereon, if any, including the necessary fixtures and personal property related thereof; additions to the Association Properties; necessary facilities and equipment to offer the services authorized herein; and repayment of any loan made to the Association to enable it to perform the duties and functions authorized herein; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes cast by the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to the Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. Such special assessments in any one year may not exceed twice the sum equal to the amount of the annual assessment for such year except for emergency and other repairs required as a result

of storm, fire, natural disaster or other casualty loss and may not be used to fund the reserve for maintenance, repairs or replacement of those portions of the Association Properties that must be replaced on a periodic basis.

Section 5. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided for in Section 3 and 4 of this Article VI, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of the votes of the Members shall constitute a quorum. If the required quorum is not forthcoming at the first meeting called, not more than two subsequent meetings may be called, subject to the notice requirements set forth in said Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Unless otherwise expressly provided herein, both annual and special assessments shall be fixed at a uniform rate.

Section 7. Date of Commencement of Annual Assessments; Due Dates; Proration. The annual assessments provided for in this Article shall be established on a calendar year basis and shall commence immediately; provided, however, no annual assessment is due for 2011. The Board of Directors shall fix the amount of the annual assessment and send written notice of same to every Owner subject thereto at least 30 days in advance of each annual assessment period. Unless otherwise provided by the Board of Directors, the annual assessment for each Lot shall become due and payable on the fifteenth day of January of each year provided, however, said annual assessment shall be prorated based on a daily basis of title ownership. The due date of any special assessment shall be fixed in the resolution authorizing such special assessment.

The Association shall, within five days after written request therefore, furnish to any Member liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Association's Board of Directors or Agent, may be made for the issuance of such certificates. Any such certificate shall be conclusive evidence, against all but the Member, of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessments: The Personal Obligation of the Owner; The Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due (being the dates specified in Section 7 hereof, unless otherwise provided by the Board of Directors), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the Member which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the Member to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. If such successors in title assume such Member's personal obligation such Member shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such Member and such successors in title assuming such liability

shall be jointly and severally liable with respect thereof, notwithstanding any agreement between such Member and such successors in title creating the relation of principal and surety as between themselves.

(b) If an annual assessment or a special assessment is not paid within 30 days after the due date, the amount then due shall bear interest from said due date at the maximum rate allowed by law. Additionally, the Association may assess a late fee of $25. Also, the Association may bring legal action against the Member personally obligated to pay the same or foreclose its lien against such Member's Lot, in which event, interest, costs and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessments as may then be due. Each Member, by his acceptance of a deed to the Member's Lot, vests in the Association the right and power to bring all actions against the Member personally for the collection of such charges as a debt and to foreclosure the aforesaid lien in any appropriate proceeding at law or in equity. The lien provided for in this Article VI shall be in favor of the Association and shall be for the benefit of all other Members. The Association, acting on behalf of the Members, shall have the power to bid in the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Association Properties and facilities or by abandonment of his Lot.

(c) If an assessment is not paid on or before the date when due, the Association may also suspend the voting rights of the delinquent Member. Any such suspension shall not affect such Member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on such Member's Lot in favor of the Association.

Section 9. Subordination of the Charges and Liens to Mortgages.

(a) The lien of the assessments and charges provided for herein (annual, special or otherwise) is hereby made subordinate to the lien of any first mortgage placed on the Lots subject to assessment if, but only if, all assessments and charges with respect to such Lots authorized herein having a due date on or prior to the date such mortgage is filed for record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged Lot pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged Lot of his personal obligation to pay all assessments and charges coming due at a time when he is the Owner of such Lot; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of subordination as against a mortgage or such Mortgagee's assignee or transferee by foreclosure or by sale or transfer in any proceeding in lieu of foreclosure or by sale under power); and no sale or transfer of such Lot to the Mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of any personal obligation, or relieve such Lot or the then Owner of such Lot from liability for any assessments or charges authorized hereunder coming due after such sale or transfer.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated to and accepted by a local public authority and devoted to public use; and (b) all Association Properties; and (c) all property owned by the Declarant.

ARTICLE VII

ADMINISTRATION

Section 1. Responsibility for Administration. The administration of the property subject to the jurisdiction of the Association, the maintenance, repair, replacement and operation of the Association Properties and facilities and those acts required of the Association by this Declaration shall be the responsibility of the Association. Such administration shall be governed by this Declaration and the Association's Articles of Incorporation and Bylaws, as amended from time to time. The powers and duties of the Association shall be those set forth in said documents, together with those reasonably implied to effect its purposes, and shall be exercised in the manner provided therein.

Section 2. Limitation of Liability; Indemnification. Notwithstanding the duty of the Association to maintain, repair and replace parts of the Association Properties and facilities, the Association shall not be liable for injury or damage caused by any latent condition of the Association Properties and facilities nor for injury or damage caused by the elements, its Members or other persons; nor shall any officer or director of the Association be liable to any Member for injury or damage caused by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director. Each officer or director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been such an officer or director, or any settlement thereof, whether or not he is such an officer or director at the time such expenses and liabilities are incurred, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE VIII

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors may in its discretion obtain insurance for all insurable improvements on the Association Properties against loss or damage by fire or other hazards.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The Covenants contained herein shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 21 years from the date on which this Declaration is filed for record in the Office of the Register of Deeds for Anderson County, South Carolina. Thereafter, said Covenants shall be renewed and extended automatically for successive periods of ten years each unless, during the last year of any particular term, an instrument in opposition to any such automatic renewal and extension is signed by at least three-fourths (3/4) of the Lot Owners and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in which event the Covenants shall expire at the end of the then current term. Written notice of any proposal not to renew and extend the Covenants shall be given to each mortgagee of a Lot whose name and address have theretofore been furnished to the Association together with a written request for such notice.

Section 2. Amendments. During the first five (5) years following the filing of this Declaration, Declarant may make amendments to this Declaration without the consent of Class "A" members so long as said amendment does not materially alter the overall intent and philosophy of this Declaration. Thereafter, this Declaration may be amended at any time during the initial term hereof by an instrument signed by at least nine-tenths (9/10) of the Lot Owners, and thereafter by an instrument signed by at least three-fourths (3/4) of the Lot Owners, and recorded in the Office of the Register of Deeds for Anderson County, South Carolina. During the existence of the Class "B" membership, any amendment of this Declaration shall require, in addition, the prior written approval of the Class "B" member.

Section 3. Notices. Any notice required to be sent to any Owner or mortgagee pursuant to any provision of this Declaration or the Association Bylaws may be served personally or by depositing such notice in the mail, postage prepaid, addressed to the Owner or mortgagee to whom it is intended at his last know place of residence or business, or to such other address as may be furnished to the secretary of the Association, and such services shall be deemed sufficient. The date of service by mail shall be the date of mailing. Notice to one of two or more co-Owners shall constitute notice to all.

Section 4. Enforcement. Enforcement of the Covenants contained herein and the Association's Articles of Incorporation and Bylaws may be by any appropriate proceeding at law or in equity by the Association or any aggrieved Owner against any person or persons violating or attempting to violate same, either to restrain violation, to enforce personal liability, to recover damages or to enforce any lien created by these covenants. The remedies provided for herein are distinct and cumulative and the exercise of any one or more of them shall not produce the exercise of any or all other legal remedies now or hereafter provided. Any failure by the Association or any Owner to enforce any of said Covenants, Articles of Incorporation or Bylaws, however long continued, shall in no event be deemed a waiver of the right to do so thereafter.

Any person entitled to file a legal action for any violation of these Covenants, the Association's Articles of Incorporation or Bylaws shall be entitled to recover reasonable attorney's fees as a part of such action.

Section 5. Notice of Default to Mortgagees. The first mortgagee of a Lot shall be entitled to written notification from the Association of any default by the Owner of such Lot in the performance of this obligations under this Declaration or the Association's Articles of Incorporation, Bylaws or rules and regulations which is not cured within 60 days provided that a request for such notices shall be been made in writing to the Association by such mortgagee.

Section 6. Priority of First Mortgagees. No provision of this Declaration or of the Association's Articles of Incorporation, Bylaws or rules and regulations shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgagees of the Lots pursuant to their mortgages in the case of distribution to Lot Owners of insurance proceeds or condemnation awarded for losses to or a taking of the Association Properties or any portions thereof.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 8. Authorized Action. Unless otherwise expressly provided herein, all actions which the Association is permitted or required to take pursuant to the provisions of this Declaration shall be authorized actions of the Association if approved by the Board of Directors in the manner provided for in the Bylaws of the Association.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, the day and year first above written.

DECLARANT:

America's Home Place, Inc.

By: _____
Russell Miskin, General Manager

_____
Witness

_____
Witness

STATE OF SOUTH CAROLINA)

COUNTY OF ANDERSON)

I, Rita B Mc Mahan, a Notary Public of the State of South Carolina, certify that **Russell Miskin, as General Manager of America's Home Place, Inc.**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of said corporation.

WITNESS may hand and notarial seal or stamp, this 1st day of June, 2012.

Rita B Mc Mahan

Notary Public

My Commission Expires: June 22, 2014

Exhibit "A"

Legal Description

All of that certain tract of land in the City of Anderson, County of Anderson, State of South Carolina, containing 37.948 acres, more or less, and being shown on plat made by Moreland Altobelli Associates, Inc., from a survey made May 15, 2001, revised March 25, 2004 and recorded in the ROD Office for Anderson County, SC in Plat Slide 1447 at Pages 2 and 3, and being described thereon as follows:

BEGINNING at an iron pin (5/8" RBR) at the southwesternmost corner of the property herein described, and being at or near the end of Miracle Mile Drive, thence N. 35-39-14 W. 50.48 feet to iron pin (5/8" RBR); thence N. 35-41-40 W. 1191.29 feet to iron pin (5/8" RBR) corner; thence N. 49-22-42 E. 531.22 feet to iron pin (1" OT); thence N. 49-31-05 E. 788.74 feet to iron pin (1 ¼" OT); thence N. 46-11-16 E. 153.42 feet to iron pin (1" OT) and rock corner; thence S. 11-59-29 W. 355.18 feet to iron pin (1/2" rebar); thence N. 88-55-41 W. 26.51 feet to iron pin; thence S. 80-16-00 W. 45.09 feet to iron pin (1/2" rebar) corner; thence S. 05-43-55 E. 200.00 feet to iron pin; thence S. 62-10-55 E. 345.00 feet to iron pin (1/2" rebar) corner; thence in a northeasterly direction along the arc of a curve, the chord of which is N. 47-23-36 E. 175.24 feet to iron pin (1/2" rod) corner; thence S. 00-56-21 W. 191.60 feet to iron pin (1/2" rebar) corner; thence N. 83-27-36 E. 125.00 feet to iron pin; thence N. 83-27-36 E. 58.00 feet to iron pin (1/2" rebar) corner; thence S. 28-51-51 E. 219.30 feet to iron pin (1/2" rebar) corner; thence in a southwesterly direction along the arc of a curve, the chord of which is S 22-49-52 W. 301.30 feet to iron pin (3/4" rebar) corner; thence S. 75-10-29 W. 222.05 feet to iron pin (1/2" rebar) corner; thence S. 01-43-50 W. 68.20 feet to iron pin; thence S. 01-53-09 W. 334.67 feet to iron pin (1/2" RB) corner; thence S. 85-27-52 E. 165.87 feet to iron pin (1/2" rebar) corner; thence N. 65-54-59 E. 0.66 feet to iron pin; thence S. 07-08-50 W. 80.00 feet to iron pin; thence in a southwesterly direction along the arc of the curve of Canterbury Road, the chord of which is S. 35-00-40 W. 44.20 feet to iron pin; thence S. 62-42-03 W. 53.62 feet to iron pin (1/2" OT) corner; thence N. 77-45-16 W. 89.01 feet to iron pin; thence N. 77-20-30 W. 24.72 feet to iron pin; thence N. 75-34-13 W. 32.43 feet to iron pin; thence N.74-54-43 W. 189.86 feet to iron pin (1" CT) corner; thence S. 62-32-56 W. 445.28 feet to the beginning corner.

LESS AND EXCEPT that portion conveyed by deed to Garner Family Homes, Inc., dated January 5, 2007, recorded January 12, 2007 in Deed Book 7801 at Page 10, consisting of Lots No. 46, 47, 48, 49, 66, 67, 68, 69, 70 and 71 of Block A and Lots No. 1, 2, 3, 4, 5, 67, 68, 69, 70, 71, 72, 73, 74, 75 and 76 of Block B on Plat of Oak Hill Subdivision, prepared by Moreland Altobelli Associates, Inc., dated October 13, 2005 and recorded January 3, 2007 in the ROD Office for Anderson County, SC in Plat Slide 1668 at Page 10.

FURTHER LESS AND EXCEPT that portion conveyed by Deed to Garner Family Homes, Inc., dated February 21, 2007, recorded March 1, 2007 in Deed Book 7877 at Page 245, consisting of Lots No. 50, 51, 52, 53, 54, 61, 62, 63, 64 and 65 of Block A on Plat of Oak Hill Subdivision prepared by Moreland Altobelli Associates, Inc., dated October 13, 2005 and recorded January 3, 2007 in the ROD Office for Anderson County, SC in Plat Slide 1668 at Page 10.

The subject property comprises all of the remaining lots, streets, common space, and rights of way, along with any applicable appurtenances, comprising Oak Hill Subdivision on a plat prepared by Moreland Altobelli Associates, Inc., dated October 13, 2005 and recorded January 3, 2007 in the ROD Office for Anderson County, SC in Plat Slide 1668 at Page 10, as revised and re-recorded August 24, 2007 in Plat Slide 1722, Pages 7 and 8.

TAX PARCELS:

TMS NOS: 121-31-01-006 through121-31-01-066, inclusive; 121-31-02-001 through 121-31-02-045, inclusive; 121-31-02-055 through 121-31-02-060, inclusive; 121-31-02-072 through 121-31-02-110, inclusive; 121-31-03-001 and 121-31-03-002.

DERIVATION:

This being the same property conveyed to the Declarant by United Community Bank, by Limited Warranty deed recorded April 4, 2011, in Book 9982, page 259.

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FILED, RECORDED, INDEXED
Bk: 10487 Pg: 00284 Pages:019
Rec Fee: 25.00 St Fee:
Co Fee:
REGISTER OF DEEDS, ANDERSON CO, SC
Shirley McElhannon