

**STATE OF SOUTH CAROLINA                    )            AMENDED AND RESTATED**  
**)            DECLARATION OF RESTRICTIVE**  
**)            AND PROTECTIVE COVENANTS**  
**COUNTY OF GREENVILLE                    )            FOR STONEHAVEN SUBDIVISION**

This AMENDED AND RESTATED DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR STONEHAVEN SUBDIVISION (this "Amended and Restated Declaration") is made and entered into as of the 31st day of December, 2010, by the STONEHAVEN RECREATION ASSOCIATION, INC., a South Carolina non-profit corporation (the "Association"), in its independent capacity and on behalf of its constituent members.

This Amended and Restated Declaration is applicable to the real property comprising Lots 1 through 202 and Lots 360 through 368, Recreation Area and Common Area of Stonehaven Subdivision as shown on plats recorded in the Office of the Register of Deeds for Greenville County, South Carolina (the "Subdivision") and which previously have been subject to the provisions of the Restrictive and Protective Covenants for Stonehaven Subdivision recorded September 20, 1990 in Deed Book 1412, Page 416, as supplemented by instruments recorded in Deed Book 1449, Page 236; Deed Book 1479, Page 758; Deed Book 1484, Page 977; Deed Book 1505, Page 544; Book 1505, Page 545; Deed Book 1566, Page 736; Deed Book 1597, Page 98 and Deed Book 1723, Page 521 (collectively referred to herein as the "Existing Restrictions").

The Existing Restrictions allow for their amendment in whole or in part, as of the 31<sup>st</sup> day of December, 2010 by vote of a majority of the then owners of the Lots located in the Subdivision. A majority of owners of lots in the Subdivision have approved and adopted this Amended and Restated Declaration by written ballots retained in the records of the Association and now wish to have this instrument entered in the public records of Greenville County in order to clarify, correct, and simplify the Existing Restrictions, and to consolidate, replace and cancel the Existing Restrictions, so that only one instrument need be referred to in determining the full extent of covenants, conditions and restrictions imposed upon the Subdivision.

NOW, THEREFORE, a majority of the Owners of lots in the Subdivision as of December 31, 2010 hereby declare that the Subdivision is and shall hereafter be held, sold and conveyed subject to the easements, restrictions, covenants and conditions stated herein, which are for various purposes including, but not limited to, providing Common Area maintenance, governing the use and improvement of the Subdivision and protecting the value or desirability of the Subdivision. This provisions of this Amended and Restated Declaration shall run with the land and be binding on all parties having any right, title or interest in the real property comprising the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such owner.

#### I. DEFINITIONS

1. "**Architectural Review Committee**" or "**ARC**" shall refer to a committee empowered by the Board of Directors to make decisions with respect to architectural standards and control and community standards, as outlined in Article V herein.
2. "**Assessment(s)**" shall mean annual membership dues assessment, special assessment(s), fines, other financial sanctions and related legal costs assessed by the Corporation against an Owner.
3. "**Association**", "**Homeowners Association**", "**Stonehaven 1 Association**" or "**Corporation**" shall mean the Stonehaven Recreation Association, Inc., a nonprofit South Carolina corporation, its successors and assigns.
4. "**Board of Directors**" or "**Board**" shall mean the elected governing body of the Association as set forth in the Association's Bylaws.
5. "**Improvement**" shall be deemed to include anything which changes the physical appearance of a Lot and shall include but not be limited to, the permanent or temporary erection, placement or alteration of any residence, outbuilding, garage, wall, fence, gate, deck, porch, patio, portico, balcony, awning, structure, storage unit, driveway, walkway, landscaping, or devices used for utility, communications and technological purposes (such devices include but are not limited to an antenna, tower, gas turbine, wind turbine, satellite dish or other similar device) unless such device is less than 18" in diameter and is placed on the side or rear of a Residence.

6. **"Bylaws"** shall mean the lawful Bylaws of the Association as they now or hereafter exist.
7. **"Common Area"** shall mean and refer to all land within the Subdivision owned by the Association, along with any facilities and improvements erected or constructed thereon and any furniture and equipment owned by the Association.
8. **"Lot"** or **"Lots"** shall mean and refer to any numbered plot of land shown upon any recorded plat of the Subdivision.
9. **"Membership"** or **"Member(s)"** shall mean the holder or owner of said membership in the Association who has purchased and owns a Lot or Residence in the Subdivision.
10. **"Owner"** shall mean the legal owner(s) of a Lot or Residence.
11. **"Residence"** shall mean a permanent single-family residential dwelling built on a Lot in the Subdivision.
12. **"Subdivision"** or **"Stonehaven 1"** shall mean or refer to the real property comprising Lots 1 through 202 and Lots 360 through 368, Recreation Area and Common Area of Stonehaven Subdivision as shown on plats recorded in the Office of the Register of Deeds for Greenville County, South Carolina.
13. **"Property"** shall mean and refer to a Lot and/or Residence together with any Improvements thereto.
14. **"Tenant"** shall mean a party who is renting or leasing a Residence from an Owner.

## **II. USES PERMITTED AND PROHIBITED**

1. Only single family Residences may be built on Lots. No trailer, basement, tent, shack, garage, barn, or other outbuildings erected upon any Lot shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be used as a residence.
2. No Residence may be subdivided or used for transient purposes. An Owner may rent or lease his/her Residence to a Tenant for a period of time not less than six consecutive months, provided the rental or lease transaction complies with all applicable

ordinances. The Owner will provide the Association and any property management company engaged by the Association with the phone number, mailing address and email address of both the Owner and the Tenant. The Owner will provide the Tenant with a copy of this Amended and Restated Declaration, Bylaws of the Association and other Rules and Regulations of the Association (including Pool Rules). Tenants must agree to comply with these documents to the extent provisions thereof are applicable to individuals who are not legal Owners of a Residence.

3. No fence shall exceed six feet in height and no fence shall be located on any Lot nearer to the front lot line than the building setback line as shown on the recorded plat for such Lot. All fences must conform to, be consistent with and be harmonious with other fences in the Subdivision. All fence posts must be set in concrete. All new fences must be approved in advance in writing by the Architectural Review Committee (ARC).
4. No tree house shall be erected on any Lot. No playhouse, play set, swing set or sandbox greater in size than existing playhouses, play sets, swing sets or sandboxes in the Subdivision shall be erected on any Lot without prior approval by the ARC; any playhouse, play set, swing set or sandbox shall be located only in the rear yard of any Lot.
5. Tall or wide shrubbery, hedges or trees must be trimmed to reasonable heights or widths so as not to impede ingress or egress and/or create a visual barrier near driveways and paved streets. Vegetable gardens shall be located only in the rear yard of any Lot and not visible from the paved street. Each Owner shall be required to maintain his/her Lot including, but not limited to, grass, trees, shrubs and mulch, in a neat, attractive and presentable manner as to not detract from the overall appearance and community standards of the Subdivision.
6. No house trailer or mobile home shall be placed on any Lot either temporarily or permanently. A camping trailer, recreational vehicle, boat, and/or similar vehicle or equipment used for the personal enjoyment of an Owner or Tenant shall be:
  - a. stored in the garage of a Residence with the garage doors positioned as to render said vehicle or equipment inconspicuous; or

- b. parked in the driveway or backyard of a Residence for no longer than forty eight (48) hours, solely for purposes of cleaning, loading or unloading.
7. No Lot or any part thereof shall be used for any business or commercial purpose. Notwithstanding, a Residence may be used for a "home-office" business owned by, operated by, or employing an Owner or Tenant, provided:
- a. the home-office business employs no more than one employee (other than occupants of the Residence) who works at the home-office location; and
  - b. the home-office business complies with all applicable ordinances and permit and licensure requirements; and
  - c. there is no exterior signage associated with the home-office business; and
  - d. no vehicles associated with the home-office business' employee are parked overnight at the Residence and/or on *Common Areas in the Subdivision*; and
  - e. employees of the home-office business comply with the Subdivision's traffic and parking Rules and Regulations.
8. No commercial vehicle larger than a standard passenger automobile, pick-up truck, sports utility vehicle or van of the size typically used for personal use may be parked overnight on any Lot or on Common Areas, unless the commercial vehicle of this size is registered to an Owner or Tenant (or an Owner's or Tenant's employer or business).
9. In addition to other parking and vehicle requirements set forth in Article II of the Amended and Restated Declaration, Owners and Tenants must comply with the following requirements:
- a. Owners, Tenants and their guests and visitors must park in designated parking areas on their Lot; and
  - b. No vehicles shall be parked in any front, back or side yard except in areas designated as a driveway or parking area; and
  - c. Vehicles in disrepair shall not be stored on a Lot; and

- d. No vehicle without current registration and license tags will be allowed in the Subdivision, on Common Areas or on any Owner's Property other than in a garage, except for newly acquired vehicles for which registration is pending in accordance with state law; and
- e. Vehicles being repaired out of doors must have work completed within twenty-four (24) hours; and
- f. Owners, Tenants and guests must obey parking instructions in place from time to time for events such as swim meets; and
- g. No vehicle shall be parked on a paved street directly across the street from another vehicle parked on the paved street in any manner which restricts two-way moving traffic on the paved street.

To help ensure the safety of all, Owners, Tenants, guests and visitors are requested to use paved streets or Common Areas in the Subdivision only for short-term temporary parking of vehicles and to avoid parking vehicles on paved streets overnight.

- 10. No motorcycles, motorbikes, minibikes, go-carts or golf carts or other similar vehicles may be operated on any Lot; such vehicles may only be operated on streets and in the Association-owned parking lot in the Subdivision if the owner(s) and operator(s) of said vehicle fully comply with all ordinances applicable to operation of said vehicle, which may include requirements relating to vehicle permits, driving licenses, age restrictions and/or insurance coverage requirements.
- 11. Owners, Tenants, invited guests and visitors must comply with the posted speed limit of 25 miles per hour in the Subdivision.
- 12. Permanent or temporary storage units, sheds, greenhouses, or gazebos (or other detached buildings or units) are not permitted on a Lot unless located at all times behind the Residence in a position to be inconspicuous from the street and subject to the prior approval of the ARC, as outlined in Article V herein.

13. No signs shall be permitted on any Property or within the Subdivision except as follows:

(a) On the official community bulletin board.

(b) A single sign offering Property for sale or rent may be placed on a Lot (but not attached to a Residence), provided such sign is not more than 24 inches wide and 20 inches high and is removed within seven (7) days of an executed sales contract.

(c) A small sign indicating the Residence is protected by a security monitoring company or that the Lot is equipped with an invisible fence protecting pet(s).

(d) A sign advertising the services of a contractor working on a Residence or Lot may be placed on the Lot as long as the sign is removed in seven (7) or less days after the contracted work has been completed.

(e) A sign endorsing a political candidate or party may be placed on a Lot not more than thirty (30) days before the relevant election day and not more than one day after the relevant election day.

(f) Signs advertising yard sales or other events may be placed on a Lot for not more than seven consecutive days and must be removed within one day after the yard sale or event.

(g) Signs, notices and balloons may not be placed on street signs, traffic signs or light/lamp posts within the Subdivision at any time. Signs on posts placed into the ground related to yard sales, other events or similar notices (excluding Residences for sale or lease) may be posted at entrances to and intersections within the Subdivision, provided such location is a Common Area as defined herein, and as long as they do not create a visual barrier or driving hazard. Permitted signs, posts, balloons, etc. must be removed the day after the event (or within seven (7) days for notices regarding lost or found pets).

14. The Property within the Subdivision is hereby declared to be a bird sanctuary. Hunting of any wild birds or other animals is hereby prohibited.

15. No animals such as normally considered livestock (e.g. poultry, swine, goats, and similar livestock), as well as

commonly considered wild animals (e.g. ocelots, exotic reptiles, etc.) shall be kept, maintained or quartered on any Lot except that customarily accepted domestic pets may be kept in reasonable numbers as pets for the pleasure of the Owner, to the extent permitted and in compliance with all applicable ordinances.

16. No fireworks of any kind may be set off in the Subdivision at any time of day, except before 11:59 pm on nationally recognized federal holidays. Any Owner setting off fireworks must clean and remove any resulting debris on Lots, Common Areas and paved streets within twenty four hours. Any Owner or Tenant setting off fireworks is liable for any damage to other Owner's Property and Common Areas.
17. No illegal, noxious, dangerous or offensive activity shall be carried on anywhere on any Lot subject to these covenants, nor shall anything be done thereon which may be or become a nuisance, danger or menace to the neighborhood.
18. If a Residence is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he/she shall remove or cause to be removed, at his/her expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition, and if the Owner fails to do so, the Association may, after complying with the provisions of Article VI Section 4, cause the debris to be removed, and the cost of removal shall be charged to the Owner in accordance with the provisions of Article VI.
19. It shall be the responsibility of each Owner and Tenant of every Residence or Lot to prevent the accumulation of litter, trash, packing crates, tree branches or other landscaping materials, or unkempt condition of the Property and grounds, or to permit accumulations which shall tend to substantially decrease the beauty of the Subdivision as a whole or a specific area. No loose trash will be permitted to be strewn about the Property at any time. Garbage containers, trash cans and recycling bins must be kept positioned so that they are not visible from the paved street, except for up to 16 hours on garbage collection day for the particular Residence. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheel barrows, and children's toys, as would create a nuisance or hazard for the Subdivision. All Improvements, mailboxes and posts, grass and landscaping on



the Property shall be kept, repaired and maintained within reasonable community standards as determined by the ARC.

20. The Board of Directors, after requesting, receiving and reviewing sealed competitive bids, may include on the official agenda for an annual meeting (in 2011 or later years) of the Subdivision (having provided at least ten days prior notice of the meeting and agenda), a call for a vote at the annual meeting on its recommendation to enter into a long-term master sanitation contract with one contractor; the selected contractor shall provide the contracted sanitation services to all Residences in the Subdivision.
21. Owners, Tenants, invited guests and visitors must comply with solicitation, security access, hours of operations and other Rules and Regulations (including Pool Rules) issued by the Association governing the use of Common Areas and Association property. Fines may be assessed as allowed under Article VI. Owners are responsible to pay for any damage an Owner, Tenant or his/her invited guests and visitors cause to Common Areas or Association property and equipment caused by the Owner or his/her Tenant or invited guests and visitors, as provided for under Article VI.

### **III. SETBACKS, LOCATION, AND SIZE OF IMPROVEMENTS AND LOTS**

1. No Residence shall be erected on any Lot nearer to the front lot line than the building setback line as shown on the recorded plat for such Lot. No House shall be nearer to any side lot than a distance equal to 10% of the width of the Lot measured at the building setback line.
2. No Lot shall be recut or subdivided without the prior written approval of the ARC.
3. Two Thousand Four Hundred (2,400) square feet shall be the minimum floor space required for any Residence. In calculating the minimum floor space, the ARC may, within its sole discretion, give credit for one-half (1/2) of the total space in an enclosed garage, storage room, and porches under roof.
4. The total area of all driveways shall be paved by plant mix concrete or similar materials approved by the ARC.

5. Any and all exterior Improvements to Lots and Residences shall be approved in advance in writing by the ARC, except as otherwise directed or permitted herein.
6. All mailboxes and posts in the Subdivision shall be of uniform design, color, materials and construction as approved by the ARC and be well maintained by the Owner. In accordance with Article VI, the Board of Directors may impose a fine or other financial sanction against an Owner who violates these requirements.
7. All garages must be attached to the Residence by at least a covered permanent breezeway. No garage more than two stories in height shall be erected upon any Lot. The entrance to a garage shall not face the street or be catty-cornered thereon. Any garage must be made substantially with the same materials as other garages in the Subdivision. Any garage to be erected must be first approved in writing by the ARC.
8. No carports are permitted on any Lot.
9. No above ground swimming pools may be constructed on any residential lot. Small plastic "kiddy pools" are permitted.
10. No exterior lights mounted on a telephone pole or similar systems will be permitted without prior approval by the ARC. Exterior lighting on standard exterior lamp posts or by spot lights mounted on the Residence structure will be permitted; lamp post design shall be in conformity and harmony with the Subdivision's design and quality standards as determined by the ARC and shall be approved by the ARC.
11. All fuel oil tanks or containers shall be covered or buried underground consistent and in conformity with all local, state and federal environmental rules and regulations.

#### **IV. EASEMENTS**

As provided in the Existing Restrictions, an easement is reserved over the rear and side lot lines five feet in width on each lot for the installation, operation, and maintenance of utilities and for drainage purposes. Such easement across the Lots, as shown on the recorded plat, is also reserved.

As provided in the Existing Restrictions, the right is further reserved within the five foot easement for grading changes and

tree removal, if necessary, for the purpose of landscaping and drainage, all subject to the approval of the Architectural Committee.

#### **V. ARCHITECTUARL CONTROL AND ARCHITECURAL REVIEW COMMITTEE**

1. The majority of the Board of Directors shall elect members of the Architectural Review Committee ("ARC"), which shall be a committee of the Board of Directors. Notwithstanding, members of the ARC need not be members of the Board of Directors but may be comprised of other Owners. There shall be at least three members of the ARC.
2. Three members of the ARC shall constitute a quorum and a unanimous vote shall be required for approval of any request made to the ARC. Votes may be conducted in person or by telephone, email or other electronic means.
3. Except as otherwise expressly permitted herein, no proposed Improvement, shall be commenced, erected, constructed or maintained in the Subdivision, nor shall any exterior addition to, or change or alteration thereto, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the proposed Improvement shall have been submitted to, and approved in writing by, the ARC as to the harmony of external design and location of the proposed Improvement in relation to surrounding structures, topography and community standards as further addressed in this Article. Such written approval may be in the form of an approved ARC request form or email communication.

Notwithstanding, no approval is required for replacement garage doors, other doors, windows, roofs, shutters, driveways or paint color for trim, siding and doors. (Paint color for entire or substantially entire brick or stucco surfaces must be approved in advance.) In addition, no approval is needed for replacement decks which are identical in size, materials and location to the former deck on the Lot.

4. Owners shall submit in writing, using forms or other means approved by the ARC, requests for review and approval of Improvements, as defined. Such requests shall include designs, plans, drawings, blueprints, site plans, materials listings and any other documents or information reasonably requested by the ARC.

5. Should the ARC become aware of a potential Improvement being planned by an Owner before the Owner has submitted a review request, it shall have the right to proactively notify the Owner of its obligation to comply with Article V.
6. The ARC will review and vote on any proposed Improvement. The ARC shall review documentation required and requested with respect to a proposed Improvement or other Owner action and in making its decision to approve or disapprove a request will consider: the suitability of the proposed Improvement or action, the quality of materials of which the building or improvement is to be built compared to the overall quality of construction in the Subdivision, whether or not the Improvement or action is in harmony with the surroundings and topography, whether the Improvement or action is consistent with prevalent quality standards of the Subdivision, and the effect the Improvement or action will have on other Residences.
7. The ARC shall have the right, from 8:00 am to 6:00 pm, having provided at least one day's prior notice, to enter upon any Lot during construction, erection, or installation of Improvements or alterations to inspect any exterior work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications and in good and workmanlike manner, utilizing approved methods and good quality materials.
8. In the event the ARC fails to approve or disapprove a proposed Improvement within thirty (30) days after the Owner has submitted it in writing and provided all other documentation requested in writing by the ARC, such approval shall be automatically be deemed approved.
9. The ARC is authorized, by a unanimous vote of all its members, to approve or ratify the construction, erection or alteration of any Improvement with minor violations of the provisions of these Restrictions concerning setback, location, and size of Improvements, if in the opinion of all members of the ARC, such shall be necessary to prevent undue hardship. The approval or ratification by the ARC in accordance with this paragraph shall be binding on all persons.
10. Once construction is commenced on an approved Improvement, the Owner shall be responsible for ensuring that such work proceeds at an orderly and timely pace, with no work stoppage in excess of fourteen (14) consecutive days, acts of God

excepted. During the continuation of construction, the Owner shall require the contractor to maintain the building materials in a safe and uncluttered condition. Any dumpsters, equipment, tools, and construction materials must be placed on the Lot, not on paved streets in the Subdivision.

11. Upon completion of construction, the Owner shall cause the contractor to immediately remove all dumpsters, equipment, tools and construction materials from the Lot. Any damage to paved streets or curbs in the Subdivision or to property owned by other Owners or the Association caused by the Owner, the Owner's contractor or other parties providing labor or services to the Owner, shall be repaired by the Owner or the Association at the Owner's expense, as provided for in Article VI herein.
12. Any Improvement which is not in compliance with this Amended and Restated Declaration but which was constructed or erected prior to the effective date of this Amended and Restated Declaration shall automatically be deemed to be approved by the ARC.
13. Neither the Association nor any member of the Board of Directors or ARC shall be responsible or liable in any way for any defects in any plans or specifications approved by the ARC, nor for any structural defects in work done according to such plans and specifications approved by the ARC. FURTHER, NEITHER THE ASSOCIATION, THE BOARD OF DIRECTORS OR THE ARC SHALL BE LIABLE IN DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE, OR NONFEASENCE ARISING OUT OF, OR IN CONNECTION WITH, THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ASSOCIATION, BOARD OF DIRECTORS OR ARC PROVIDED FOR IN THIS AMENDED AND RESTATED DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARC FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLANS AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES THAT HE/SHE WILL NOT BRING ANY ACTION AGAINST ASSOCIATION, ITS BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARC TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF, OR IN CONNECTION WITH, ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

**VI. RECREATIONAL FACILITIES, COMMON AREAS, VOTING RIGHTS,  
ASSESSMENTS, FINES AND LIENS**

1. Owners, Tenants, invited guests and others authorized by the Board of Directors may use the recreational facilities and equipment, Common Areas and paved streets of the Subdivision solely in accordance with the Bylaws of the Corporation, Rules and Regulations (including Pool Rules) issued by the Association's Board of Directors or its appointed committees, and applicable ordinances.
2. The Owner of every Lot located in the Subdivision shall be a member of the Corporation, and shall be entitled to one vote. When title to a Lot is vested in two or more persons jointly, the vote shall be exercised as they among themselves determine but in such case no more than one vote shall be cast per Lot. Membership shall be appurtenant to and may not be separated from ownership of the Lot.
3. Assessment of annual dues consistent with the Bylaws of the Corporation shall be levied by the Corporation against each Lot in the Subdivision. In addition to the annual assessment of dues authorized herein, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, any extraordinary expense incurred by the Association or the cost of construction, reconstruction, repair or replacement of a capital improvement in the Subdivision, provided that assessment shall have the consent of sixty percent (60%) of the votes of the Members who are present. to voting in person at a meeting duly called for this purpose. Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners and to preserve and protect their private property interests in the Subdivision and may be for any purpose deemed necessary by the Board of Directors consistent with the foregoing, including but not limited to maintenance of Common Areas and any Improvements thereon, operational expenses of the Association and establishment of reserve funds for future expenses. Any Owner who does not pay any Assessment (as defined in Article I above) within thirty (30) days after the due date thereof may be assessed late fees as established by the Board of Directors and shall bear interest at the rate of 2% percent per month, accruing from the due date. Assessments together with interest, costs, and reasonable attorney's fees incurred in connection with collection thereof, shall be a charge on land and a continuing lien upon the Lot against which each such

Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees incurred in connection with collection thereof, also shall be the personal obligation of the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but the lien of such delinquent Assessments shall follow title. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of a Lot, non-use of Common Areas or otherwise.

#### 4. Fining Powers

After following the procedures set herein, the Board of Directors or its designated committee or agent shall have the power to impose fines in an amount not to exceed One Hundred Dollars (\$100.00) per violation for any violation of any duty imposed under the Amended and Restated Declaration, Bylaws or Rules and Regulations (including Pool Rules) duly adopted pursuant thereto, against Owners, Tenants or occupants of a Residence or invited guests and visitors; such fine amount may be assessed \$100 per day for a continuing violation. Notwithstanding the foregoing, the cumulative fine for a particular violation continuing for two or more consecutive days may not exceed \$1,000.00. Payment of fines assessed against Tenants and invited guests and visitors of any Owner shall be the responsibility of such Owner.

It shall be the responsibility of each Owner and Tenant thereof to comply with the Restrictive and Protective Covenants included in this Amended and Restated Declaration and the Bylaws and Rules and Regulations (including Pool Rules) of the Association. The Board of Directors or its designated representatives, committee or agent shall not impose a fine and/or other financial sanction (including issuance of a bill for charges for damages against an Owner or for costs incurred by the Association on behalf of an Owner or Tenant in order to bring the Owner's Property into compliance), unless and until the following procedures are followed:

- a. Written demand to cease and desist from an alleged violation of the Amended and Restated Declaration, Bylaws, Rules and Regulations shall be mailed to the alleged violator (with a copy to the Owner if the violator is other than the Owner) specifying: (i) the

alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than ten (10) days from the date of the written demand , during which the violation may be abated without further fine or other sanction if such violation is a continuing one, or a statement that any further occurrence of the same violation may result in imposition of the fine or other sanction, if the violation reoccurs. Notwithstanding, the Board or its designated representative, committee or agent may demand immediate abatement in such circumstances which, in the Board's sole determination, pose a danger or nuisance to safety or property.

- b. Within twelve (12) months of such demand as stated above, if the violation continues past the period allowed in the demand for abatement without penalty, or if the violation reoccurs, the Board may impose a fine and/or other financial sanction after giving the alleged violator (with a copy to the Owner if the alleged violator is other than the Owner) written notice. The notice shall state: (i) the nature of the alleged violation; (ii) the nature and amount of the fine or other sanction; (iii) that the violator will have the opportunity to be heard by requesting in writing, within ten (10) days from the date of such notice, a hearing before the Board of Directors or its designated committee to contest the fine or other sanction; (iv) that any statements, evidence and witnesses may be produced by the alleged violator at the hearing; and (v) that all rights to be heard or to have a fine or other sanction reconsidered are waived if the hearing request is not received by the Board or its designated property manager within ten (10) days of the date of the notice.
- c. If the hearing is requested, it shall be held before the Board of Directors or a committee designated by the Board and the alleged violator shall be given a reasonable opportunity to be heard. The Board of designated committee shall render its final decision regarding imposition of the fine or other sanction incurred no later than five (5) days after the hearing. The minutes of the hearing shall be shall contain a written statement of the results of the hearing.

If a fine or financial sanction (i.e. issuance of a bill for charges for damages against an Owner or for costs incurred by the Association in order to bring an Owner's Property into



compliance) is assessed by the Board or its designated committee, and is not paid within thirty (30) days, such fine or financial sanction shall constitute an assessment against the Lot in accordance with Article VI Section 3 of the Amended and Restated Declaration, and become a personal obligation of the Owner, and a lien upon the Property. The Owner must also pay any legal costs incurred by the Association in connection with these actions; the lien placed may also include these costs.

5. The Corporation shall have the right to suspend the voting rights and right to use the recreational facilities and Common Areas of an Owner, and the Owner's Tenant or guests for any period during which any annual or special assessment or other assessment against a Residence remains unpaid; and for a period specified in the Corporation's Bylaws for any infraction of the Corporation's published Restricted and Protective Covenants, Bylaws and/or Association Rules and Regulations (including Pool Rules).
6. The Corporation shall have the right to enforce by any proceeding at law or in equity, including foreclosure of liens in the manner set forth below, all restrictions, conditions, covenants, restrictions, reservations, assessments, charges, fines and liens now or hereafter imposed under the provisions of this Amended and Restated Declaration and shall be entitled to recover court costs, reasonable attorneys' fees and expenses incurred in connection therewith.

If an Assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's Lot. Also, failure to pay the Assessments when due will automatically vest in the Board, at its option, the right to file a notice of its lien in the Register of Deeds Office for Greenville County. Such a notice of lien may be signed by any officer of the Board or legal counsel for the Association and shall stipulate the name of the delinquent Owner, the Lot number against which the lien is attached, the amount of the Assessment delinquency and the fact that such lien shall continue to grow with the accrual of interest, collection costs and fees.

Failure by the Corporation, or any Owner, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.

7. The lien of Assessments provided for herein shall be subordinate to the lien of any mortgage, lien of laborers, contractors, or materialmen furnishing labor and material in connection with the construction of building or improvement located on said Property, unless prior to the filing thereof, a notice of lien has been filed by the Corporation nonpayment of Assessments. Sale or transfer of any Lot shall not affect the Assessment lien; however, the sale or transfer of any Lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer unless prior to commencement of said action a notice of lien has been filed by the Corporation to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

#### **VII. TERM; AMENDMENTS**

This Amended and Restated Declaration shall be deemed to run with the land and shall be binding upon and shall inure to the benefit of, the Owners of all or any part of the Subdivision, or any interest therein, and their heirs, legal representatives, successors and assigns and upon all persons claiming under them until December 31, 2020, at which time it shall be automatically extended for successive periods of ten (10) years.

Notwithstanding the foregoing, this Amended and Restated Declaration may be amended in whole or in part or terminated at any time prior to December 31, 2020 by the vote, cast by written ballot, of Owners holding at least two thirds (2/3) of the votes in the Association. Effective December 31, 2020 or thereafter, this Amended and Restated Declaration may be amended in whole or in part or terminated at any time by the vote, cast by written ballot, of Owners holding more than one-half (1/2) of the votes in the Association.

No amendment to the provisions of Article VI, Section 7 shall be valid and binding as to any institutional mortgage holder unless such holder shall consent in writing thereto. Further, no amendment hereto shall become effective until an instrument evidencing such amendment has been filed for record in the Office of the Register of Deeds for Greenville County. Every purchaser or grantee of any interest in the Property, as now or hereafter subjected to this Amended and Restated Declaration, by acceptance of a deed or other conveyance therefor, agrees that

this Amended and Restated Declaration may be amended as provided in this Section. Further, all Owners, and each of them, hereby appoint the President and Secretary of the Association as their attorney-in-fact for purposes of declaring and attesting to the outcome of an amendment vote and executing and recording an amendment instrument in a representative capacity.

#### **VIII. MISCELLANEOUS**

In the event of any violation or attempted violation of any of the provision of this Amended and Restated Declaration, it shall be lawful for any Owner of a Lot in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same and either to prevent the violation or attempted violation or to recover damages therefor.

The headings and captions of this Amended and Restated Declaration are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Amended and Restated Declaration or the intent of any provision hereof.

Invalidation of any one or more of the provisions of this Amended and Restated Declaration by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

(signatures appear on following page)

IN WITNESS WHEREOF, the undersigned Officers have hereunto set their hands and seals on behalf of the Association as of this 31 day of December, 2010.

WITNESS: STONEHAVEN RECREATION ASSOCIATION, INC, a South Carolina corporation:  
  
By: \_\_\_\_\_  
James Malone, Its President  
  
By: \_\_\_\_\_  
Jill Vales, Its Secretary

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) P R O B A T E

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named James Malone and Jill Vales, duly authorized officers of the Corporation, sign, seal and deliver the within instrument and that (s)he with the other witness subscribed above witness the execution thereof.

SWORN to before me this \_\_\_\_\_  
31 day of December, 2010

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina

My commission expires \_\_\_\_\_