

**RECEIPT for COPY
of
RESTRICTIVE COVENANTS**

I, we hereby acknowledge receipt from Cox, Ferguson & Wham, LLC, Attorneys, of a copy of the protective covenants/restrictions, with amendments, if any, applicable to the property we are purchasing from,

James E. Meeks

[Grantor(s)]

_____, 20____

X _____

X _____

STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)

GENERAL DECLARATION OF COVENANTS
AND RESTRICTIONS

THIS DECLARATION, made this 15 day of Dec, 2000, by Joe J. Gresham, Joe G. Thomason, and Robert T. Griffin (hereinafter "Developer"), the owners of the real properties described hereinbelow.

I. DECLARATION - PURPOSES

A. General Purposes. The Developer desires to create a restricted development and to provide for the preservation of the values in said development and to this end desires to subject the following real property to the covenants and restrictions hereinafter set forth, each and all of which is and are for the common benefit of said property and each owner thereof:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the State of South Carolina, County of Laurens, containing 409.7 acres, more or less, as shown on a plat prepared for Granny Apple Associates by Joe E. Mitchell, RLS, dated June 9, 1983, revised June 27, 1983, and recorded in Plat Book 46, page 38, in the Office of the Clerk of Court for Laurens County.

B. Declaration. To further the general purposes herein expressed, the Developer, for themselves, their heirs and assigns, hereby declare that all property described on Exhibit "A" attached hereto at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth.

II. RESTRICTIONS

A. There shall be no mobile homes, manufactured housing, or modular housing placed on any parcel. It is the intent of this restriction that only "stick-built" structures be placed on any parcel from the subject tracts.

B. There shall be no industrial or commercial or retail activity or enterprise carried on or constructed on the property; however, this prohibition shall not apply to any business which may be conducted wholly within a home, nor shall it apply to agricultural activities, including but not limited

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to raising or training horses or raising cattle, but specifically not including the raising of hogs or chickens, running an egg layer operation, or a dairy farm.

C. A camper, mobile home, travel trailer, or tent may not be used by any parcel owner for human occupancy; however, the same may be used by a contractor as a construction office during construction of a structure on said parcel.

D. No parcel of the subject property shall be subdivided in such a fashion as to result in any parcel or parcels of less than five (5) acres.

E. Parcel owners shall comply with the Laurens County Board of Health regulations and requirements concerning waste materials and disposal thereof.

F. No parcel shall be used or maintained as a dumping ground for litter, garbage or trash.

III. ARCHITECTURAL REVIEW

G. There is hereby created an Architectural Review Committee (hereinafter "Committee") which shall be initially composed of Joe J. Gresham, Joe G. Thomason, and Robert T. Griffin. Should any member of the Committee resign or be unable to continue to serve due to illness or disability, the remaining members of the Committee shall appoint his or her successor.

H. Any parcel owner desiring to construct a structure on a parcel shall first obtain approval of his construction plans from the Committee. In connection with said approval, the Committee may require the production for its review of such drawings, plans and specifications as in its discretion may be necessary for a determination by the Committee of the approval or disapproval of the proposed structure or structures.

I. In the event the Committee shall fail to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed granted, and this Article will be deemed to have been fully satisfied; provided, however, that

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the plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate information upon which the Committee shall be expected to base its decision.

J. All structures and improvements placed or built on any parcel shall be maintained in a reasonable and an aesthetically appealing manner at all times.

IV. BINDING EFFECT

The Covenants and Restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, UNLESS by vote of a majority of the then owners of the property it is agreed to change said Covenants and Restrictions in whole or in part.

V. ENFORCEMENT

Enforcement of these covenants and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate them. Such action may be either against the individual to restrain the violation or to recover monetary damages for losses incurred by the violation of said covenants and restrictions. The successful party in any action to enforce these covenants and restrictions shall recover, in addition to any other relief whether legal or equitable, reasonable attorney's fees and costs of the action. Failure by the Developer or any other owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so for any subsequent violation or breach.

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VI. SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order in no way

shall affect any other provision hereof.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Witnesses:

[Signature]
Amber Cox

[Signature] (LS)
Joe J. Gresham
[Signature] (LS)
Joe G. Thomason
[Signature] (LS)
Robert T. Griffin

ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA
COUNTY OF LAURENS

I, N. KEID COX, JR., a notary public do hereby certify that JOE J. GRESHAM, JOE G. THOMASON, AND ROBERT T. GRIFFIN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15 day of Dec., 2000.

[Signature] (SEAL)
Notary Public for SC
My commission expires: 10/14/04

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Barbara Masson, Clerk of Court