

CC&Rs

Summerwalk Homeowners Association Inc

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

**RESTATED AND AMENDED THIRD
AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS**

REC JUL 13 A 3 30

WHEREAS, Summerwalk Associates, LLC, a South Carolina limited liability company (the "Declarant"), has hereto imposed certain restrictive covenants upon Phase I of Summerwalk, pursuant to Restrictive Covenants dated June 29, 1995, recorded July 7, 1995 in Deed Book 1617, Page 683 in the Office of the Register of Deeds for Greenville County; upon Phase 2 of Summerwalk, pursuant to an Amendment to the Declaration dated May 28, 1996, recorded in Deed Book 1642, Page 1724 in the Office of the Register of Deeds for Greenville County; and upon Phase 3, Section 1, pursuant to an Amendment to the Declaration recorded in Deed Book 1698, Page 551 in the Office of the Register of Deeds for Greenville County Phase (collectively, the "Restrictive Covenants"),

WHEREAS, certain contiguous property was reserved for future development with the understanding that upon development such property would become part of the overall development and would be subject to restrictive covenants similar to those applicable to Phase 1, Phase 2 and Phase 3, Section 1,

WHEREAS Declarant and Hallmark Construction and Development, Inc. own all of the lots in Summerwalk Phase 3, Section 2, and

WHEREAS, an amendment to the Restrictive Covenants previously was filed in Book 1794 at Page 984 in the Office of the Register of Deeds for Greenville County was erroneously captioned "Second Amendment to Declaration of Covenants, Conditions and Restrictions"; and

WHEREAS, Declarant desires to correct the previous instrument and make an additional change in the Restrictive Covenants applicable to Summerwalk, Phase 3, Section 1,

STATE OF SOUTH CAROLINA)

BOOK 1812 PAGE 151

COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn states the (s)he saw the within named Brian J. Sullivan, Manager of Summerwalk Associates, LLC sign, seal and as the act and deed of said limited liability company deliver the within written instrument, and that (s)he with the other witnesses subscribed above, witnessed the execution thereof.

Arthur J. Housley
[Signature]

SWORN to before me this 22
day of December, 1998.

Cathy A. Callicut
Notary Public for South Carolina
My Commission Expires: 10-10-06

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE)

PERSONALLY appeared before me the undersigned witness, who being duly sworn states the (s)he saw the within named Hallmark Construction and Development Company, Inc. by

Brian J. Sullivan its duly authorized officer, sign, seal and as the act and deed of said corporation deliver the within written instrument, and that (s)he with the other witnesses subscribed above, witnessed the execution thereof.

Arthur J. Housley
[Signature]

SWORN to before me this 22
day of December, 1998.

Cathy A. Callicut
Notary Public for South Carolina
My Commission Expires: 10-10-06

EXHIBIT A

ALL those certain pieces, parcels and lots of land, with any and all improvements thereon, lying, being situate in Greenville County, South Carolina, being known and designated on that certain plat entitled **"Summerwalk Phase 3 – Section 2"** by James R. Freeland, R.L.S., dated June 29, 1997, revised August 6, 1998, recorded in Plat Book 38-L, Page 17 in the Office of the Register of Deeds for Greenville County, and having such courses and distances, metes and bounds, as will be shown by reference to said plat, which plat is incorporated herein by reference.

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 09:58 AM
01/13/99 RECORDED IN DEED
BOOK 1812 PAGE 0149
DOC # 99003012

Judy A. Hix

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

WHEREAS, Summerwalk Associates, LLC, a South Carolina limited liability company (the "Company") has heretofore imposed certain restrictive covenants upon Phase 1 of Summerwalk, pursuant to Restrictive Covenants dated June 29, 1995, recorded July 7, 1995, in Deed Book 1617 at Page 683 in the RMC Office for Greenville County, and upon Phase 2 of Summerwalk pursuant to that certain Amendment to Declaration of Covenants, Conditions and Restrictions dated May 28, 1996, recorded May 29, 1996 in Deed Book 1642 at Page 1724, aforesaid records; and

WHEREAS, certain contiguous property was reserved for future development with the understanding that upon development such property would become part of the overall development and would be subject to restrictive covenants similar to those applicable to Phases 1 and 2,

NOW, THEREFORE, the undersigned does hereby declare that the Restrictive Covenants for Summerwalk, Phases 1 and 2, recorded in Deed Book 1617 at Page 683 and Deed Book 1642 at Page 1724, all in the RMC Office for Greenville County, shall be applicable to that certain real property described on Exhibit A, attached hereto and incorporated herein by reference, and that certain real property shall henceforth be subject to all the terms, conditions, restrictions and easements set forth in the Restrictive Covenants recorded in Deed Book 1617 at Page 683 and Deed Book 1642 at Page 1724, aforesaid records.

IN WITNESS WHEREOF, the undersigned hereby sets its hand
and seal this 20th day of June, 1997.

WITNESSES:

Alex J. Hanson
James E. Williams

SUMMERWALK ASSOCIATES, LLC

By: [Signature]

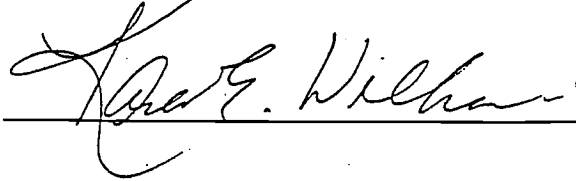
Brian J. Sullivan
Its: Manager

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

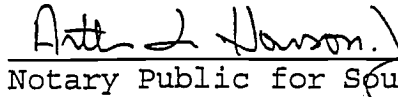
PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn, states that (s)he saw the within named Brian J. Sullivan, as Manager of Summerwalk Associates, LLC, sign, seal, and as the act and deed of said limited liability company deliver the within written instrument, and that he or (s)he, with the other witness subscribed above, witnessed the execution thereof.



SWORN to before me this 20th

day of June, 1997.



Notary Public for South CarolinaMy Commission Expires: 12/12/06

EXHIBIT A

ALL those certain pieces, parcels or lots of land, lying, being and situate in Greenville County, South Carolina, being shown and designated as numbered lots and common areas, if any, on that certain plat entitled "Summerwalk Phase 3, Section 1" by James R. Freeland, R.L.S., dated April 3, 1997, recorded in Plat Book 34-V, at 60 in the RMC Office for Greenville County, and having such courses and distances, metes and bounds, as will be shown by reference to said plat, which plat is incorporated herein by reference.

FILED FOR RECORD IN GREENVILLE
COUNTY SC.RMC.OFFICE-AT.03:03-PM
06/23/97 RECORDED IN DEED
BOOK 1698 PAGE 0551
DOC # 97043726

Judy E. Hiv

43726

DB/642, Page 1724 1:43 p.m.
5/29/96

STATE OF SOUTH CAROLINA)
) AMENDMENT TO DECLARATION
COUNTY OF GREENVILLE) OF COVENANTS, CONDITIONS AND
) RESTRICTIONS

WHEREAS, Summerwalk Associates, L.L.C., a South Carolina limited liability company, (the "Company") has heretofore imposed certain restrictive covenants upon Phase I of Summerwalk, pursuant to Restrictive Covenants dated June 29, 1995, recorded July 7, 1995 in Deed Book 1617 at Page 683 in the RMC office of Greenville County; and

WHEREAS, certain contiguous property was reserved for future development with the understanding that upon development such property would become part of the overall development and would be subject to restrictive covenants similar to those applicable to Phase I,

NOW, THEREFORE, the undersigned does hereby declare that the Restrictive Covenants for Summerwalk, Phase I, recorded in Deed Book 1617 at Page 683 in the RMC office of Greenville County shall be applicable to that certain real property described on Exhibit A, attached hereto and incorporated herein by reference, and that said property shall henceforth be subject to all the terms, conditions, restrictions, and easements set forth in the Restrictive Covenants recorded in Deed Book 1617 at Page 683, aforesaid records.

IN WITNESS WHEREOF, the undersigned hereby sets his hand in seal the 28th day of May, 1996.

WITNESSES:

Arthur L. Hanson
James E. Williams

SUMMERWALK ASSOCIATES, L.L.C.

By:

Brian J. Sullivan

Its:

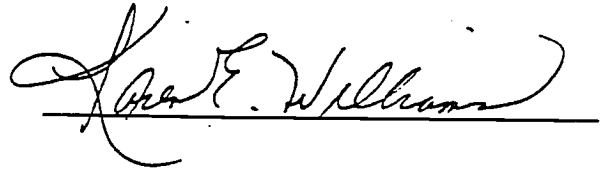
Manager

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness, who being duly sworn, states that (s)he saw the within named Brian J. Sullivan, Manager of Summerwalk Associates, L.L.C., sign, seal, and as his act indeed of said limited liability company deliver the within written instrument, and that he or (s)he, with the other witness subscribed above, witnessed to the execution thereof.



SWORN to before me this 28
day of May, 1995.

Arthur J. Dawson
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 10/20/96

EXHIBIT A

ALL those certain pieces, parcels or lots of land, with any and all improvements thereon, lying, being and situate in Greenville County, South Carolina, being known and designated on that certain plat entitled "Summerwalk - Phase 2" by James R. Freeland, R.L.S., dated March 27, 1996, revised April 2, 1996, recorded in Plat Book 31-M at Page 93 in the RMC Office for Greenville County, and having such courses and distances, metes and bounds, as will be shown by reference to said plat, which plat is incorporated herein by reference.

FILED S.C.

GREENVILLE

4 18 PM '95

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

RESTRICTIVE COVENANTS,
SUMMERWALK - PHASE I

The undersigned, Summerwalk Associates, LLC (the "Declarant"), Hallmark Construction and Development, Inc., and C. Richard Dobson Builders, Inc., the owners and developer of all numbered lots, access ways and common areas of a subdivision known as Summerwalk, Phase I, as shown on plat of the same being recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 29-Y at Page 34, which plat was prepared by Freeland-Clinkscales Engineers, dated April 5, 1995, revised May 9, 1995, do hereby impose on the numbered lots shown thereon, access ways and common areas, if any, the covenants and restrictions hereinafter set forth which shall be binding on all parties and all persons claiming under them until December 31, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of lots it is agreed to change or abrogate said covenants in whole or in part. In such vote each lot shall be entitled to one vote and only one vote, irrespective of ownership.

If the undersigned, their successors or assigns, any lot owner in said subdivision or anyone else, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or dues for such violation.

Invalidation of any one of these covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.

I. PURPOSE OF RESTRICTIVE COVENANTS

The fundamental object and purpose of these restrictive covenants is to create a harmonious whole in the subdivision, to prevent the building of any structure which would be out of keeping with the other dwellings, to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, to preserve the value of the property owned and developed by the owners of lots in the subdivision, and to secure to each lot owner the full benefit and enjoyment of his home.

II. USES PERMITTED AND PROHIBITED

2.1. All numbered lots in this subdivision shall be known and described as residential lots and shall be used exclusively for single family residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any such numbered lot other than one detached single-family dwelling not to exceed two and one-half stories in height, exclusive of basement and a garage for private passenger automobiles and servants quarters. The garage may be detached from the dwelling and no garage shall be of a size larger than necessary to park two automobiles plus storage area of reasonable size.

2.2. No trailer, mobile home, basement, tent, shack, barn or other outbuilding erected upon any numbered 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.

2.3. No house trailer or mobile home shall be placed on any lot either temporarily or permanently. No camping trailer or boat of greater than 18 feet in length, recreational vehicle and/or similar equipment shall be parked on a lot. Camping trailers and boats of 18 feet and less in length may be parked on a lot in the rear yard only and not visible from the front streets.

2.4. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for any public purpose.

2.5. No fuel oil tanks or containers will be permitted above ground.

2.6. No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. No beehives may be located on any lot. The Architectural Committee is authorized, but not required, to issue reasonable rules for the protection of all Owners in this community relating to the number of pets which may be kept on any numbered lot.

2.7. The total area of all driveways shall be paved by plant mix concrete provided it is first approved by the Architectural Committee. County of Greenville standards for driveway construction shall be adhered to. The Committee shall not permit a standard less than minimum County requirements. The driveway shall be completely paved with the same type of material. Materials of a different nature for different parts of the driveway may not be used without approval of the Architectural Committee. The Architectural Committee may require a substantial length of the driveway be double parking width so as to adequately provide for off-street parking in the subdivision.

2.8. Garbage containers, trash cans, wood piles and clothes drying areas must be located so that they will not be visible from the front street.

2.9. All mail boxes and supporting posts shall be a standard design approved by the Architectural Committee.

2.10. Property owners shall keep tall shrubbery or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or where traffic hazards may be created.

2.11. Provisions must be made by the property owners for off-street parking of cars belonging to visitors. Parking on street rights-of-way for long periods of time during the day or night will not be permitted. No trucks unless three-quarter ton or less in size shall be permitted to be parked or stored on the property or on the streets in the subdivision. It is the intention

of this Paragraph that all vehicles be parked off-street and that no vehicles be parked on any streets in the subdivision except on a temporary basis.

2.12. The primary use of all garages and carports shall be storage of vehicles. However, minimum areas of storage in garages and carports shall be permitted for equipment and other items of personal property provided the same are stored neatly at all times.

III. SETBACKS, LOCATION AND SIZE, IMPROVEMENTS AND LOTS

3.1. No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded plat, and any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots shall face in the direction designated by the Architectural Committee. No residence shall be nearer to any side lot line than ten (10%) percent of the lot width measured at the building line.

3.2. Any detached garage or other outbuilding erected shall be in the rear yard and no nearer than ten (10) feet to any side or rear lot line.

3.3. No wall, fence or hedge shall be erected: (1) across or along the front of any lot; (2) along side line from front of house to street; or (3) along the front building setback line running to the front edge of the house, having a height of more than 3 feet. All walls, fences or hedges erected in the backyard shall be of a reasonable height. All walls, fences or hedges proposed to be erected or placed on any lot in this subdivision, regardless of location, as part of the original residence or a

later addition or additions, must first receive the approval in writing of the Architectural Committee after the Committee has received the plans, specifications or designs proposed for said wall, fence or hedges. All fences must be constructed of wood or brick.

3.4. No numbered lots in this subdivision shall be recut so as to face any direction other than as shown on the recorded plat hereinabove referred to, nor shall any of said lots be resubdivided so as to create an additional building lot. This provision is not intended to prevent cutting off a small portion or portions of any lot for the purpose of conveying the same to an adjoining property owner or straightening a boundary line. However, the remaining portion of the lot must not violate the minimum size requirements of any zoning regulation.

3.5. Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided written approval thereof shall first be obtained from the Architectural Committee and, provided further, said site faces as required by these restrictions and the recorded plat.

3.6. No one story residence in Phase I shall contain less than 1200 square feet. No one and one-half story residence in Phase I shall contain less than 1200 square feet. No two story residence in Phase I shall contain less than 1400 square feet. In calculating the minimum floor space there shall be included only

the heated area of the residence. Porches, garages and breezeways shall be excluded from the calculation.

IV. ARCHITECTURAL COMMITTEE

4.1. The Architectural Committee shall be composed of:

Brian J. Sullivan

Dennis Belk

4.2. In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently as may be necessary by the remaining member(s) of the Committee. The members of the Architectural Committee shall be appointed for a term of three (3) years but may be reappointed for additional terms with no limit on the number of additional terms to which they may be reappointed. In all matters, a majority vote shall govern. By mutual agreement of all parties, after residences have been erected on ninety-five (95%) percent of all lots in all phases of Summerwalk, the Architectural Committee may resign and turn over its rights, duties and responsibilities to a new Architectural

Committee to be appointed from time to time by Summerwalk Homeowners Association, Inc.

4.3. No improvements shall be erected, placed, altered or changed on any lot in this subdivision until and unless the building plans, specifications and plot showing the proposed type of construction, exterior design and location of such residence have been approved in writing by the Architectural Committee. In addition, a landscape development plan must likewise be submitted

to and approved by the Architectural Committee showing the location of all proposed fences, boundary or patio walls, driveways and parking areas, hedges, shrubbery and trees.

4.4. In order to prevent excessive duplication of buildings or improvements to be constructed in this subdivision, the Architectural Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvements as to be considered a substantial duplication thereof in the sole discretion of the Committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications, plot plans or landscape plans which in its sole opinion and discretion are not suitable or desirable. In so passing upon such plans, specifications, plot plans or landscape plans, the Committee shall take into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built, including roofing material and color, whether or not it is in harmony with the surroundings, and what effect it will have on other residences already constructed and what effect it will have on the outlook from adjacent or neighboring property.

4.5. In the event that the Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection of alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the

Architectural Committee shall be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include, but not be limited to the erection, placement or alteration of any wall, fence, driveway, parking area and swimming pool.

4.6. Application for approval as required herein shall be made to the Committee at the office of Brian J. Sullivan, Post Office Box 27122, 12 Interchange Boulevard, Greenville, South Carolina 29607 or at such other place as may be designated by the Architectural Committee, and at the time of making such application, the building plans, specifications, plot plans and landscape plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the Committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

4.7. Upon approval by the Committee, the construction may be commenced. Should the applicant request the same, the Committee will approve the construction by a written permit.

4.8. The Committee is authorized by majority vote of its members to approve or ratify any minor violation of the requirements herein set forth under Section III, "Setbacks, Location and Size, Improvements and Lots," if in the opinion of the Committee the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat, and if in the opinion of the Committee such violation will cause no substantial injury to any other lot

owner. In no event may the Committee approve or ratify a violation of the front setback line of more than 6 feet or of the main building side line restriction of more than 4 feet or a reduction of the restrictions as to building size imposed by Section III hereof by more than 25 percent of the permitted area. The approval or ratification by the Committee in accord with this paragraph shall be binding on all persons.

V. COMMON AREA

5.1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an

instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded;

(d) the right of the Association to convey parts of the common area or enter into agreements to resolve encroachments of improvements onto common area; and

(e) the right of the Association to enact, publish and enforce reasonable rules and regulations including rules governing the use of the common area.

5.2. Membership in Summerwalk Homeowners Association, Inc.

Every owner shall be entitled to membership in Summerwalk Homeowners Association, Inc. with full privileges therein subject to the payment of such dues as shall be set by the Association and its rules and regulations.

5.3. Delegation of Use. Any owner may delegate, in accord with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants and their guests.

5.4. Reservation of Easement for Future Development. The Declarant hereby reserves unto itself, and its successors and assigns, an easement over the streets, roadways, parking areas, and common area as may be necessary for the purpose of constructing and maintaining improvements and related utilities upon the property reserved by Declarant for future development. The foregoing easement shall include, but not be limited to the right to enter upon the affected property for the purposes of constructing residences, installing all necessary utilities and related

improvements together with the right to thereafter maintain such utilities over the property as installed.

5.5. Membership and Voting Rights. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to four (4) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1999.

5.6(a) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the property, hereby covenants, and each owner of any lot by acceptance

of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Such lien shall be at all times subordinate to the lien of any mortgagee or lender of any sums secured by a properly recorded mortgage or deed to secure debt, to the end and intent that the lien or any such mortgage or lien instrument shall be paramount to the lien for charges herein and provided further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of mortgage or lien instrument or by deed in lieu of foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or acquisition of title by deed in lieu of foreclosure.

Notice of any charge due and payable shall be given by filing notice of pendency of action in the Lis Pendens Book in the Office of the Clerk of Court for Greenville County. As to subsequent bona fide purchasers for value the lien herein reserved for charges due and payable shall be effective only from the time

of the filing of said Lis Pendens; provided, however, that nothing herein contained shall affect the right of the Association to enforce the collection of any charges that shall become payable after the acquisition of title by such subsequent bona fide purchaser for value.

The lien herein created shall be subordinated to the lien of laborers, contractors, or materialmen furnishing labor or services in connection with the construction or alteration of any improvement located on any lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of any such lien.

Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

(b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents for the improvement and maintenance of the common area, streets, lawn and landscaped areas, the Beautification Easement along McKinney Road, entrance ways, and pool and other recreational facilities.

(c) Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Two Hundred Seventy-five and 0/100 (\$275.00) Dollars per lot.

1. From and after January of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment the previous year without a vote of the membership.

2. From and after January 1st of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 15% by a vote of 2/3's majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

3. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(e) Notice and Quorum for any Action Authorized Under Sections C and D. Written notice of any meeting and the purpose of said meeting called for the purpose of taking any action authorized under Section C or D shall be sent to all members not less than 30

days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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.

(f) Uniform Rate of Assessment. Both annual and special assessments must be fixed at uniform rate for all lots and may be collected on a monthly, quarterly, semi-annual or annual basis.

(g) Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the

status of assessments on a lot is binding upon the Association as of the date of its issuance.

(h) Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

VI. ADDITIONAL PHASES

6.1. The Declarant intends to subdivide and develop additional phases of Summerwalk. All additional phases shall be contiguous to the property herein described or to other phases of Summerwalk. Additional phases shall be made subject to restrictive covenants similar to those contained herein. However, Developer reserves the right to vary some covenants such as housing style and type, minimum floor space requirements and size of lots, as market conditions and experience may dictate.

6.2. All lot owners in additional phases of Summerwalk shall automatically be eligible for membership in the Summerwalk Homeowners Association, Inc. and upon payment of dues shall have all responsibilities and enjoy all privileges of membership including the right to use the recreational facilities and common areas. All members of the Association shall be subject to the terms and conditions of applicable restrictive covenants, charter

and bylaws of the Association and reasonable rules and regulations promulgated by the Board of Directors of the Association.

VII. MISCELLANEOUS

7.1. No signs shall be permitted on any residential lot except that a single temporary sign offering the property for sale or for lease may be placed on any such lot provided such sign is not more than 24 inches wide by 20 inches high. Political campaign signs shall be subject to the provisions of this paragraph 7.1, and shall not be placed on a numbered lot more than thirty (30) days in advance of an election, and shall be removed within forty-eight (48) hours after said election.

7.2. Nothing herein contained shall be construed to prevent Summerwalk Associates, LLC, Hallmark Construction and Development, Inc., or C. Richard Dobson Builders, Inc., or their successors and assigns, from maintaining temporary offices or a temporary storage building or storage area on any lot while the subdivision is in the process of being developed. The Declarant, Hallmark Construction and Development, Inc., and C. Richard Dobson Builders, Inc., or their agents may build and use model units for sales purposes on any numbered lot, and may place reasonable marketing signs on any numbered lot in excess of the size requirements set forth in paragraph 7.1.

7.3. In the event construction of any dwelling is commenced on any lot in this subdivision and work is abandoned for a period of thirty (30) days or longer, without just cause shown, or should any dwelling remain unfinished for a period of nine (9) months from

the date construction began, without just cause shown, then and in either event the Architectural Committee shall have either (1) the authority, but not the obligation, to complete the structure at the expense of the owner and shall have a lien against the lot and all improvements to the extent of any monies expended for said completion, which said lien shall at all times be subordinate to the lien of any prior recorded mortgage or mechanic's lien (but the Committee shall have the right to contest the validity and amount of such liens); or (2) the authority, but not the obligation, to remove the improvements from the property and the expense of said removal shall constitute a lien against the property which lien shall be subordinate to the lien of any prior recorded mortgage. Said liens shall be foreclosed in the same manner as the foreclosure of a real estate mortgage. No action shall be taken under this paragraph without giving written notice to the owner with a copy of said notice being sent to all mortgagees or other lien holders indicating the proposed action to be taken and giving ten (10) days to allow the owner to show cause why the Architectural Committee should not take action under this paragraph.

7.4. No vehicles shall remain abandoned on any property (including any numbered lot) or street in this subdivision and should the same be abandoned or unattended for seven (7) days the same may be removed and stored at the expense of the owner. No property owner or his invitee, licensee, or agent shall park any vehicle on any street in this subdivision except on a temporary

basis. Said vehicles should be parked in garages, carports or the driveway areas. All motor vehicles belonging to property owners in this subdivision shall maintain a current license tag and a current inspection sticker.

7.5. In the event a lot is enlarged as provided for in these restrictions, the five (5) foot easement for drainage and utilities along all side and interior rear lot lines and ten (10) foot easement along exterior lot lines as called for on the recorded plat shall be moved to the new side lines or rear line of the enlarged lot in place of the original lines.

7.6. The drainage and utility easements referred to in paragraph 7.5 above are specifically reserved by Developer, together with such other easements as may appear on the recorded plat. The reservation of said easements shall include, but not be limited to the right to cut trees and shrubs, grade swales or ditches, lay drain pipes or do such other things as may be reasonable, necessary and required to provide for necessary drainage and install utilities including, but not limited to television cable lines. Declarant shall have the right to perform said work but shall not be required to do so. Declarant may assign said rights to other interested parties.

7.7. No outdoor satellite dishes (receiving television or similar signals) shall be allowed on any lot, property, or structure in this subdivision, except that one satellite dish, not exceeding twenty-four (24") inches in diameter, may be placed in a

rear yard, not visible from front streets, and located within ten (10) feet of the rear of the dwelling.

7.8. With the exception of the Beautification Easement along McKinney Road, each lot owner shall maintain the portion of the Beautification Easement located on his or her lot. At a minimum, the Beautification Easement areas shall be maintained with grass cover which shall be kept properly mowed. All Beautification Easements on the recorded plat shall remain subject to the easements as shown on the recorded plat.

IN WITNESS WHEREOF, the undersigned Declarant does hereby set its hand and seal to these Restrictive Covenants this the 29th day of June, 1995.

IN THE PRESENCE OF :

Arthur J. Hanson
Karen E. Williams

SUMMERWALK ASSOCIATES, LLC

By: [Signature]
 Brian J. Sullivan

Its: Manager

HALLMARK CONSTRUCTION AND
 DEVELOPMENT, INC.

By: [Signature]
 Brian J. Sullivan

Its: Vice-President

Arthur J. Hanson
Karen E. Williams

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned, who being duly sworn, states that (s)he saw the within named Vice-President of Hallmark Construction and Development, Inc., sign, seal and as act and deed of said Corporation, deliver the within Restrictive Covenants and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 29 day
of June, 1995.

Robert E. Williams

Arthur J. Hanson
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 10/20/96

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned, who being duly sworn, states that (s)he saw the within named Manager of Summerwalk Associates, LLC, sign, seal and as act and deed of said Limited Liability Company, deliver the within Restrictive Covenants and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 29 day
of June, 1995.

Robert E. Williams

Arthur J. Housory
Notary Public, South Carolina
My Commission Expires: 10/20/96

FILED
GREENVILLE, SC

2001 AUG 10 P 3:00

JUDY G. HIX
REGISTER OF DEEDSSTATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

CERTIFICATE OF RESOLUTION

The undersigned, the President of the Board of Directors of Summerwalk Homeowners Association, Inc., a South Carolina Corporation, hereby certifies that a majority of the owners of lots in Summerwalk subdivision have affirmatively voted for the following amendments:

1. Section 2.6 of the Restrictive Covenants shall be amended, and as amended shall read as follows:

No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. Dogs shall be kept on leashes when outside of their owners' property. Dog owners are responsible for curbing and picking up after their dogs. No beehives may be located on any lot. The Architectural Committee is authorized, but not required, to issue reasonable rules for the protection of all Owners in this community relating to the number of pets which may be kept on any numbered lot.

2. Section 2.8 of the Restrictive Covenants shall be amended, and as amended shall read as follows:

Dog pens, wood piles and clothes drying areas must be located so that they will not be visible from the front street.

3. A new section 2.13 shall be added to the Restrictive Covenants to read as follows:

Holiday decorations, such as Christmas lights, must be removed from the exteriors of homes no later than thirty (30) days after the celebrated Holiday.

4. A new section 2.14 shall be added to the Restrictive Covenants to read as follows:

Owners in violation of the covenants will have fifteen (15) days following written notification of the violation to correct the violation or request a review hearing of the violation by the Board of Directors of the Association. After the fifteen (15) day period, a fine may be imposed by the Board of no more than \$20 per day per violation, up to a maximum of \$200 for each violation,

said fine to constitute a lien on said owner's property and be a personal obligation of said owner, subject to the same provisions as assessments in section 5.6(a) of the Restrictive Covenants. Moreover, the Owners may lose their voting rights and access to the recreation areas for a period of up to sixty (60) days unless the violation is remedied or waived.

5. Section 3.3 of the Restrictive Covenants shall be amended, and as amended shall read as follows:

No wall, fence or hedge shall be erected: (1) across or along the front of any lot; (2) along side line from front of house to street; or (3) along the front building setback line running to the front edge of the house, having a height of more than three (3) feet. All walls, fences or hedges erected in the backyard shall be of a reasonable height, and walls and fences shall not exceed six (6) feet. All walls, fences or hedges proposed to be erected, placed or altered on any lot must first be approved by the Architectural Committee pursuant to the procedures in Article IV. All walls and fences must be constructed of brick, wood, wood-like or other material approved by the Architectural Committee. Fences shall be constructed so that supporting fence structure is located on the inside of the fence.

6. Section 4.1 of the Restrictive Covenants shall be amended, and as amended shall read as follows:

The Architectural Committee shall be appointed by the Board.

7. Section 4.2 of the Restrictive Covenants shall be amended, and as amended shall read as follows:

In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently as may be necessary by the remaining member(s) of the Committee. The members of the Architectural Committee shall be appointed for a term of three (3) years but may be reappointed for additional terms with no limits on the number of additional terms to which they may be reappointed. In all matters, a majority vote shall govern.

Except as specifically provided herein, the Restrictive Covenants shall remain in full force and effect.

WITNESS the hands and seals of the undersigned this 9 day of August, 2001.

Julia La Chapelle

Melissa L. Boyles

Ann B. Kanner

President of Summerwalk Homeowners
Association, Inc.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

Subscribed, sworn to and acknowledged before me by Amy Karmilovich, President
of Summerwalk Homeowners Association, Inc., and subscribed and sworn to before me by
Julia LaChapelle as witness, this 9th day of August, 2001.

Cynthia K. Casen (SEAL)
Notary Public for South Carolina
My commission expires: 02-04-2008

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:00 PM
08/24/01. RECORDED IN DEED
BOOK 1964 PAGE 1840 THRU 1843
DOC. # 2001076654

Judy A. Dix

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) **FOURTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, Summerwalk Associates, LLC, a South Carolina limited liability company ("Summerwalk"), imposed certain restrictive covenants upon Phase 1 of Summerwalk subdivision pursuant to Restrictive Covenants dated June 29, 1995, recorded July 7, 1995 in Deed Book 1617, Page 683 in the Office of the Register of Deeds for Greenville County; upon Phase 2 of Summerwalk pursuant to an Amendment to the Declaration dated May 28, 1996, recorded in Deed Book 1642, Page 1724, aforesaid records; upon Phase 3, Section 1 pursuant to a Second Amendment to the Declaration recorded in Deed Book 1698, Page 551, aforesaid records; upon Phase 3, Section 2 pursuant to that certain Restated and Amended Third Amendment to Declaration of Covenants, Conditions, and Restrictions dated December 22, 1998, recorded January 13, 1999, in Deed Book 1812 at Page 149, aforesaid records; and upon Phase 4 by that certain instrument dated August 13, 1999, recorded August 16, 1999 in Deed Book 1859 at page 420, aforesaid records (collectively, the "Restrictive Covenants"); and

WHEREAS, the undersigned, being a majority of the lot owners in Summerwalk, desire to further amend the Restrictive Covenants,

NOW, THEREFORE, the undersigned hereby declare that:

1. Section 2.6 of the Restrictive Covenants shall be amended, and as amended shall read as follows:

No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. Dogs shall be kept on leashes when outside of their owners' property. Dog owners are responsible for curbing and picking up after their dogs. No beehives may be located on any lot. The Architectural Committee is authorized, but not required, to issue reasonable rules for the protection of all Owners in this community relating to the number of pets which may be kept on any numbered lot.

2. Section 2.8 of the Restrictive Covenants shall be amended, and as amended shall read as follows:

Dog pens, wood piles and clothes drying areas must be located so that they will not be visible from the front street.

3. A new section 2.13 shall be added to the Restrictive Covenants to read as follows:

Holiday decorations, such as Christmas lights, must be removed from the exteriors of homes no later than thirty (30) days after the celebrated Holiday.

4. A new section 2.14 shall be added to the Restrictive Covenants to read as follows:

Owners in violation of the covenants will have fifteen (15) days following written notification of the violation to correct the violation or request a review hearing of the violation by the Board of Directors of the Association. After the fifteen (15) day period, a fine may be imposed by the Board of no more than \$20 per day per violation, up to a maximum of \$200 for each violation, said fine to constitute a lien on said owner's property and be a personal obligation of said owner, subject to the same provisions as assessments in section 5.6(a) of the Restrictive Covenants. Moreover, the Owners may lose their voting rights and access to the recreation areas for a period of up to sixty (60) days unless the violation is remedied or waived.

5. Section 3.3 of the Restrictive Covenants shall be amended, and as amended shall read as follows:

No wall, fence or hedge shall be erected: (1) across or along the front of any lot; (2) along side line from front of house to street; or (3) along the front building setback line running to the front edge of the house, having a height of more than three (3) feet. All walls, fences or hedges erected in the backyard shall be of a reasonable height, and walls and fences shall not exceed six (6) feet. All walls, fences or hedges proposed to be erected, placed or altered on any lot must first be approved by the Architectural Committee pursuant to the procedures in Article IV. All walls and fences must be constructed of brick, wood, wood-like or other material approved by the Architectural Committee. Fences shall be constructed so that supporting fence structure is located on the inside of the fence.

6. Section 4.1 of the Restrictive Covenants shall be amended, and as amended shall read as follows:

The Architectural Committee shall be appointed by the Board.

7. Section 4.2 of the Restrictive Covenants shall be amended, and as amended shall read as follows:

In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently as may be necessary by the remaining member(s) of the Committee. The members of the Architectural Committee shall be appointed for a term of three (3) years but may be

reappointed for additional terms with no limits on the number of additional terms to which they may be reappointed. In all matters, a majority vote shall govern.

Except as specifically provided herein, the Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby set their hands to seal this ____day of _____, 2001.

WITNESSES

LOT OWNERS

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE)

PERSONALLY appeared before me the undersigned witness, who being duly sworn states the (s)he saw the within named Lot Owners sign, seal and, as their act and deed, deliver the within written instrument, and that (s)he with the other witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this _____
day of _____, 2001.

Notary Public for South Carolina
My Commission Expires: _____