

STATE OF SOUTH CAROLINA) Restrictions and Protective
) Covenants for
)
OF COUNTY OF GREENVILLE) Country Walk Subdivision

The following restrictions and protective covenants were included in all the closing documents that the homeowners of Country Walk Subdivision signed. These restrictions and protective covenants were adopted by the CWCA Officers and elaborated upon to clarify the meaning and to remove all references to Dale May and Dale Turner (developers of the Country Walk Subdivision).

1. All restrictions and protective covenants included herein are enforceable by the President of the Country Walk Community Association upon any other lot owner affected by these restrictions.
2. The invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.
3. All lots shall be used for residential purposes only and there shall be only one residential dwelling per lot. There shall be no further subdivision of any of the lots shown on the subdivision. There shall be no commercial, industrial, or other business activity for profit permitted on any of the lots.
4. To preserve the integrity of the subdivision, all mobile homes and other improvements must be approved by the Country Walk Community Association (CWCA) as to appearance and conformity with other Mobile Homes and other improvements in the subdivision before being placed on or constructed on the particular lot in the subdivision. When a Mobile Home is moved off the premises, it will be replaced with a double wide home and under skirted with brick.
5. Homeowner(s) can have any type of pet (limited to four (4) pets)- exception, the pets cannot be livestock, (horses, pigs, cows, chickens & so forth). There shall be no commercial raising of animals of any type for profit. The individual property owner shall be solely responsible for maintaining his or her pets, ensuring that any allowed pets stay on his or her own property, and must be on a leash when walking.
6. Buildings shall have building setback lines as shown on the subdivision plat (five feet from the property line and ten feet from the house on the property).
7. A residence shall consist of one detached single-family dwelling containing no less than seven hundred (700) square feet of heated living space. The exterior of each residence must be of vinyl lap of Masonite/hardboard siding, or such other siding material as may be specifically approved by CWCA Officers and Trustees.

Each home must have a front porch, or a deck constructed of masonry or treated wood of not less than forty-eight (48) square feet on the front of the house and a rear porch or deck constructed of masonry or treated wood of not less than eighty (80) square feet. All decks must be of a design approved by the CWCA Officers/Trustees and conform with other homes and decks in the subdivision.

8. When a mobile home is placed on a lot, it shall have a curtain wall, (commonly referred to as underpinning or skirting) and decks no later than thirty (30) days after the date of installation or placing of the home on the lot. Curtain walls must be vinyl skirting or imitation rock or brick which complements the exterior of the home. The curtain wall shall not be made of metal, tin, wood, aluminum, or Masonite. The curtain wall material and application to the home must be approved by the CWCA Officers and Trustees. All hitches and transportation gear used in transport the home to the home site shall be removed from the home upon setup.
9. There shall be no more than one garage and one accessory structure on each lot. Construction of these must be of good quality and complement the residence. The garage or accessory structure must be completed within three (3) months or 90 days from beginning of construction.
10. No chain-link fences shall be erected or placed in front of any home (decorative fences are acceptable – if they do not enclose the front of the property.) Fences, on the sides or rear of a lot, shall be pre-approved by the CWCA Officers/Trustees as to appearance and conformity with other homes and fences in the subdivision.
11. Any motor vehicle, whether self-propelled or not, parked on any lot, shall contain current license tags. No old, unsightly or unusable vehicles or equipment shall be visibly kept on any lot for a period more than a total of thirty (30) days. These vehicles must be placed in a completely enclosed building (no tent) or brought up to date by obtaining current tags and by making the vehicle operable.
12. All sewage disposals shall be by septic tank until and unless municipal and county sewage disposal is available, and sewage disposal shall meet with the approval of the appropriate authorities with the Greenville County Health Department.
13. Easements for drainage shall be shown on the Country Walk Subdivision Plat. Easements for utilities shall also be as shown on the recorded subdivision plat or plats.
14. No shack, tent, garage, barn, RV (Recreational Vehicle), or camper, or other structure of a similar nature shall be used as a residence, either temporarily or permanently.
15. No noxious or offensive activity shall be carried on upon any lot of land nor shall any activity be allowed which constitutes a nuisance.

No signs or advertising displays, other than the sale of the mobile homes and/or lot, shall be placed on any lots.

16. Garbage, refuse, trash, and yard waste must be removed on a weekly basis from the lots. There shall be no burning or other disposal of garbage, refuse, trash, or yard waste on any of the lots per Greenville County Fire code. All trash receptacles are to be placed near the home and not left by the curb after pick-up. No trash receptacle shall sit at the road more than one (1) day after trash pick-up.
17. Homeowners lawns are expected to be maintained in accordance with both HOA and county rules. The HOA cannot reduce the county requirements but can increase the standards for the overall protection property values, and one way of doing so is through proper landscaping. Attractive design and lush greenery can have a huge influence on the overall appeal of a neighborhood and, with increased appeal comes enhanced property values. Moreover, an aesthetically pleasing environment can work to attract potential homeowners. Homeowners are expected to maintain their lawn at a height not higher than six inches of grass growth. All debris, dead trees, limbs, and trash will be removed regularly. Homeowners are expected to keep their curbs clear of grass, weeds, and trash. Cleaning is expected from their curb to the center of streets surrounding their property. This is needed to keep drainage and debris out of the drains. Homeowners with drains on their property are responsible for keeping the drains free of grass, weeds and debris for the reasons stated above. Greenville County does periodic inspections and will fine the HOA for violations. Fines will be applied by the HOA as needed under the annual fine schedule.
18. A Homeowners Association consisting of all the numbered lots/ homes (91) within the entire subdivision, shall be deemed to exist as of the date of recording of the Subdivision Plat.
 - A. There shall be one (1) vote for each lot whether owned individually, jointly or as tenants in common, or whether owned by a corporation or partnership. The Country Walk Community Association (CWCA) shall be responsible for all common lighting, maintenance of the entrance, all common areas, and road frontage areas, and such other items as the Association shall determine to be in the best interest of the Association.
 - B. Each property shall be subject to an annual maintenance charge or assessment to defray the costs of the Country Walk Community Association in carrying out its purposes. Currently the amount of the assessment is One Hundred Eighty-Five dollars and no/100 (\$185.00) per year. The assessment period shall run from January through December of each year and are due by April 15. April 16th a late fee of Fourteen Dollars and twenty-Five cents (\$14.25) per day will be charged until paid. Pro-rated assessments shall be due at the closing of individual lots and shall be paid to the Country Walk Community Association.

- C. Any change in the amount of the assessment shall be determined on an annual basis by a majority vote of the lot owners held at the annual meeting of the Association.
 - D. The assessments paid to the Association shall be administered by the officers of the Association and may be used for the functions hereinafter set out, and it is expressly stipulated that the Association shall be empowered to perform said functions but that is under no duty to perform or discontinue to perform said functions at any time.
 - (a) For the payment of the necessary expenses for the operation of the Association.
 - (b) For caring for vacant and untended land, if any, within the subdivision removing grass or weeds therefrom, and doing any other thing necessary or desirable in the opinion of the officers of the Association to keep such property neat and in good order for the general benefit of the owners.
 - (c) For any expenses incident to the enforcement of these Protective Covenants.
 - (d) For such other purposes as in the opinion of the officers of the Association may be necessary for the general benefit of the owners.
 - E. The Association shall have the right to suspend the voting rights of a resident for any period during which any assessment against his property or fine(s) remains unpaid. In the event of nonpayment of any assessment or fine(s) as set forth herein, the association may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against the property in the same manner that a real estate mortgage is foreclosed. Interest and attorney's fees shall be added to the amount of such assessment. The lien of the Association against the property must be established by, and shall be effective from, the time of filing a Notice of Lien Pending in the Office of the Clerk of the Court of Greenville County. Failure by the Association, 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.
 - F. To ensure compliance with other violations of bylaws, other than failure to pay assessments, the CWCA board will have the authority to fine violators. A schedule of fines will be published annually at the Homeowners meeting.
19. The original bylaws and covenants recorded in 1996 were to run with the land and shall be binding on parties and persons claiming under them for a period of twenty-five (25) years from the date those covenants were recorded, after which time said covenants shall be automatically extend for successive periods of ten (10) years each-

unless an instrument signed by a majority of the homeowners of the lots have been recorded agreeing to change said covenants in whole or in part. On the 25th anniversary of those covenants in 2021, no changes were made to the bylaws therefore the bylaws and covenants were automatically extended to the year 2031.

COUNTRY WALK COMMUNITY
ASSOCIATION A SOUTH
CAROLINA, HOMEOWNERS
ASSOCIATION

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

PRESIDENT