

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, SECTION 15-48-10 ET SEQ. AS AMENDED OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

AMENDED AND RESTATED
 RESTRICTIVE COVENANTS FOR
 WEATHERSTONE SUBDIVISION

WHEREAS, Weatherstone Homeowners Association of Greenville, Inc. (hereinafter referred to as "Association"), established certain Restrictive Covenants for Weatherstone Subdivision, as is more fully described below subjecting the property described therein to certain covenants, restrictions, easements, liens, and charges as therein set forth (as the same is amended from time to time).

<u>Lots</u>	<u>Document</u>	<u>Date recorded</u>	<u>Recorded</u>
Phase 1, Section 1	Amended and Restated <i>ICR</i> Restrictive Covenants	April 25, 2003	Book 2035, Page 1232
Phase 1, Section 2	Amended and Restated Restrictive Covenants	March 24, 2006	Book 2196, Page 529
Phase 1, Section 3	Amended and Restated Restrictive Covenants	April 26, 2007	Book 2263, Page 1863
Phase 1, Section 4	Amended and Restated Restrictive Covenants	July 1, 2008	Book 2330, Page 579
Phase 1, Section 5	Amended and Restated Restrictive Covenants	June 23, 2021	Book 2627, Page 3651
Phase 2, Section 1	Amended and Restated Restrictive Covenants	August 13, 2004	Book 2103, Page 185

WHEREAS, Article VI of the Restrictive Covenants for Weatherstone Subdivision provides, in part, that the covenants and restrictions provided for therein may be changed, modified, waived, or extinguished, in whole or in part, by vote of a majority of the then owners of lots; and

WHEREAS, a majority of lot owners have voted to amend and replace in whole said Restrictive Covenants above-described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein created for the benefit of Owner, its successors and assigns, and the future property owner(s) of any parcel making up Weatherstone Subdivision, the following Amended and Restated Restrictive Covenants are placed upon all property shown on the recorded plat(s).

ARTICLE I Definitions

Section 1. "Association" shall mean and refer to Weatherstone Homeowner's Association of Greenville, Inc., a South Carolina nonprofit corporation, its successors and assigns.

Section 2. "Architectural Review Committee" shall mean a commission of the Board of Directors that is charged with reviewing any proposed additions, alteration or improvements on any Lot or structure on any Lot.

Section 3. "Board of Directors" shall mean and refer to the members of the Board of Directors of the Association whether elected or appointed.

Section 4. "By-laws" shall be the rules adopted for the conduct of the business of the Association and the Board of Directors of the Association.

Section 5. "Common Area" shall mean and refer to all real property including the improvements thereon owned by the Association for the common and exclusive use and enjoyment of the owners and others, entitled to the use thereof. The storm water drainage system that is required by Greenville County for the Property shall be included in and shall be a part of the Common Area.

Section 6. "Community" shall mean and refer to the subdivision of the Property and shall be known as "Weatherstone."

Section 7. "Dwelling" shall mean a single-family residence constructed on a Lot.

Section 8. "Lot" shall mean and refer to any plot of land that is a subdivided portion of the Property and is shown on the subdivision plat of the properties, together with the improvements thereon, with the exception of the roads and common area.

Section 9. "Member" shall mean and refer to every person who is a member of the Association.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having an interest as merely security for the performance of an obligation.

Section 11. "Property" shall mean and refer to that real property described on Exhibit A recorded in the Register of Deeds Office for Greenville County on April 25, 2003, in Book 2035 at Page 1232, and such additions thereto as may hereinafter be within the jurisdiction of the Association.

Section 12. "Structure" shall mean anything constructed on a Lot, including a dwelling, outbuilding, fence, pool, and paved surfaces.

ARTICLE II USES PERMITTED AND RESTRICTED

A. Uses Permitted. All numbered lots shall be used exclusively for single-family residential dwellings. No portion of any home may be partitioned off for rentals, nor may any residence be used for rent periods shorter than one year.

B. Prohibited Structures. 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.

C. Trucks, Trailers, Boats, and the Like. No house trailer shall be placed on any lot either temporarily or permanently. A camping trailer, recreational vehicle, boat, and/or similar equipment can be parked in the front or side of a residence for up to 72 hours to prepare for, or recover from, equipment uses. For unique situations that may need to exceed the 72-hour period, residents should request approval from the Board. Empty, open air, utility trailers less than 12 feet in total length may, with approval from the Architectural Review Committee (hereinafter also referred to as "ARC"), be stored inconspicuously behind the dwelling.

D. Parking. It is expected that the primary parking for residential vehicles is in Owner's respective driveway and garage. No resident vehicles shall be parked on the street or the lawn except to allow for temporary house or yard work and for construction or delivery vehicles. Residents' guest may park on the street temporarily, provided the parking period does not exceed two days. "Parking period" is defined as the number of days the vehicle is parked on the street regardless of the number of hours parked. Contractors may park their vehicles on the street during

the period of work, but must provide adequate safety warning such as cones, reflective signs, etc. Overflow parking shall be allowed in the Clubhouse lot with the permission of the Board.

E. Outdoor Play Equipment. No tree houses or playhouses or installed playground systems, including trampolines, shall be erected on any lot unless previously approved in writing by the ARC.

F. Nuisances. 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 including, but not limited to open burning, excessive fireworks, and any destructive or unfriendly domestic animal which displays nuisance behaviors such as biting, barking, trespassing, digging or soiling. Additionally, any motor scooter, ATV, motorcycle, go-cart, or similar vehicle shall be equipped with mufflers as to not cause excessive noise. "Noxious and Offensive" is defined as any unclean, unhealthy, or unkept condition on resident's property, as well as any unreasonable or unlawful use of property that results in material annoyance, inconvenience, discomfort or injury to another or to the public. No property may be used in whole or in part, that will cause such lot to appear to be in an unclean, disrepair, unsafe or untidy condition, or so as to be obnoxious to the eye. "Open burning" excludes burning firewood only in constructed or purchased fire pits for the sole use and enjoyment of residents. Burning of yard waste, construction waste or household trash (either inside or separate from fire pits) is considered open burning and not allowed. "Excessive fireworks" is defined as follows: Lighting fireworks during the hours of 10PM to 8AM except for holidays such as Fourth of July or New Year's Eve when the evening curfew is extended to 1AM. Additionally, lighting, aiming or exploding fireworks in a manner or location which is unsafe or dangerous to persons or property is prohibited.

G. Harassment. Homeowners have the right to "quiet enjoyment" of their homes. That being the right homeowners have to peacefully live in our Community without being harassed or interfered with. Members and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, the Board, guests, occupants or invitees. The Board has the right to impose enforcements listed in Article VI, paragraph E and Article VIII.

H. No numbered lot or any part thereof shall be used for any business or commercial purpose except for work-from-home office environments.

I. Animals. No animals shall be kept, maintained or quartered on any lots except that cats, dogs, rabbits, hamsters, and caged birds may be kept in reasonable numbers as pets for the pleasure of occupants. All dogs shall be kept in fenced (including invisible fences) areas or under the constant care and control of their owner. Owners and guests shall be responsible for keeping their dogs leashed when walking in the neighborhood and shall be responsible for the prompt disposal of their pet(s)' excrement or debris.

J. Driveways. The total area of all driveways shall be paved by plant mix, concrete, pavers, asphalt or other materials approved by the Architectural Review Committee. All changes to driveway materials or footprint must be approved by the Architectural Review Committee.

ARTICLE III
SETBACKS, LOCATION, AND SIZE OF IMPROVEMENTS AND LOTS

- A. No building may be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded Plat. No residence shall be nearer to any side lot than a distance equal to ten percent (10%) of the width of the lot measured at the building setback line or ten (10) feet from the nearest side lot line, whichever is greater.
- B. Two Thousand Five Hundred (2,500) square feet shall be the minimum floor space required on all numbered lots in Weatherstone Subdivision. Finished basements may be given full credit toward square footage requirements. "Finished basement" is defined as being complete and similar to the upstairs living area.
- C. Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one or more lots as a single residential unit provided that prior written approval is obtained from the Architectural Review Committee.
- D. Outbuildings shall be limited to one structure per residential lot. If homeowner owns adjoining lots, they shall be considered a single residential lot. One Hundred Fifty (150) square feet shall be the maximum floor space allowed for any outbuilding. The exterior shall comply with specifications stated in Article IV, paragraph C, and the structure shall have a skirting installed.
- E. Homeowners shall submit, and the ARC shall review, requests to remove trees in the lot's buffer zone on the approved Plat. Additionally, in keeping with the characteristics and beauty of our neighborhood, tree removal should only be done as a necessity and where safety is concerned. Therefore, no lot owner shall remove more than ten percent (10%) of their trees without prior written approval by the ARC. As to dead trees that may cause a safety issue to the homeowner's or neighboring residence, the homeowner only needs to email the Board at board@weatherstonesc.com with notification of removal. No lot owner shall recut their lot so as to face any direction other than what is shown on the recorded Plat nor shall it be recut as to make any building site smaller than is recorded on the official plat.
- F. All mailboxes and posts used in Weatherstone Subdivision shall be of a uniform design and construction. Approved colors and dimensions are posted on the website and that information shall be made available to any owner upon written request.
- G. No garage more than two stories in height shall be erected upon any numbered lot. Carports are not permitted. The entrance of any approved garage shall face the side of the property and not face the street. A third car garage or golf cart garage may be constructed with a street facing entrance and must have a door (i.e., not an open entrance). Newly constructed garages must be attached to the house.
- H. No above ground swimming pools may be constructed on any numbered lot.

ARTICLE IV
APPROVAL OF PLAN CHANGES

A. The Architectural Review Committee shall be appointed by the Board of Directors and shall have five (5) members. Board members may also serve on the ARC. Three members shall constitute a quorum and a majority vote shall be required for the transaction of any business of the Committee.

B. No improvements including outbuildings, fences, structures whether permanent or temporary, including but not limited to, television satellite disc systems, radio antenna or towers, shall be erected, placed or altered on any lot or lots until and unless building plans, specifications and plot of such residence, structures or television satellite disc systems have been approved in writing by the ARC as to the conformity and harmony of external design and consistence with plans of existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation.

The ARC will have an approved list of acceptable commercial television antennas or satellite dishes that can be placed on the rear or side of a residence. In the event the satellite dish or antenna is unable to properly receive the signal from the rear or side of the residence, the ARC will work with the homeowner on an acceptable location. The ARC must approve location and size of solar power systems. Fences shall not exceed six feet in height at the rear or rear side of any residence and no fence or wall shall be located on any lot nearer to the front lot line than the back corners of the house (except where a retaining wall is required for proper drainage) as shown on the recorded Plat. In the case of corner lots, no fence or wall shall be located on any lot nearer to the front line than the two building setback lines shown. Exceptions to fence location may be allowed by the ARC for unique circumstances such as obstructions or geography. Accepted fences include black aluminum, wood, or simulated wood boards. No picket, chain link, chicken wire, plastic, or barbed wire fences shall be allowed. When fences are painted, colors must match the neighborhood color palette and be approved by the ARC.

C. The predominant exterior finish for all buildings, outbuildings, and improvements, including sheds, shall be brick veneer, stucco, rock or approved siding which is defined as hardie-board style, finish, and appearance, and shall match the house constructed on said lot. The ARC, in its sole discretion, may approve additional use of vinyl siding or boxing and must approve all painting of homes, including color.

D. In order to prevent duplication of buildings or improvements to be constructed in this section or adjacent section, the ARC is vested with full authority to approve or disapprove plans for the construction of any building or improvements with its major features so similar to an existing building or improvement as to be construed as a practical duplication thereof in the discretion of the ARC.

E. In the event said ARC fails to approve or disapprove such designs and plans within thirty (30) days after said plans have been submitted to it, and if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, such prior approval will not be required and this covenant will be deemed

to have been fully complied with and no suit or claim will be available to the ARC or to any lot owner or other person. No work will be allowed prior to ARC approval or expiration of the 30-day review period. If work is performed prior to approval, the ARC has the right to stop work and remove any work performed at the homeowner's expense. The term "building or improvement" shall be deemed to include the erection, placement, or alteration of any outbuilding, wall, or fence to be made on any lot.

F. The ARC is authorized by at least two of its members to approve or ratify minor violations of requirements herein set forth under Section III: Setbacks, Location, and Size of Improvements and Lots, in the construction or alteration of any building, if in the opinion of all the members of the ARC the same may 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 members of the ARC such violation will cause no substantial injury to any other lot owner. In no event may the ARC approve or ratify a violation of the front, setback line of more than five feet or of the main building sideline restriction of more than four feet. Ratification of the violation of restrictions by the ARC in accordance with this paragraph shall be binding on all persons.

G. All fuel oil tanks, or containers shall be covered or buried underground consistent and in conformity with all state and federal environmental rules and regulations.

H. No exterior lights mounted on telephone poles or similar systems, or lights operated by photocells (or similar devices) will be permitted without prior written approval by the ARC. Subject to the approval of the ARC, exterior lighting on standard exterior lamp posts or spotlights mounted on the residence structure will be permitted.

ARTICLE V EASEMENTS

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, are also reserved. 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 ARC.

ARTICLE VI RECREATIONAL FACILITIES, COMMON GROUNDS AND MAINTENANCE CHARGES

A. The swimming pool, clubhouse and off-street parking have been conveyed to the Association for the use and enjoyment of all residents of Weatherstone Subdivision. The Association shall maintain the recreational facilities and the landscaped areas through prudent application of residents' assessments. Residents shall abide by pool and clubhouse rules and policies. Violation of said rules and policies may result in suspension of rights to use the facilities and fines and penalties stated in Article VIII.

B. The owner of every residence located in Weatherstone Subdivision shall be a member of the Association, including contract sellers, but excluding persons who hold an interest merely as

security for the performance of any obligations. Ownership of such interest shall be the sole qualification for such membership. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment.

C. Members shall be entitled to one vote for each lot owned (except for the case where more than one lot is combined for a residence, in which case there shall be only one vote per residence). When more than one person holds an interest in any lot, all such persons shall be members; however, the vote for such lot shall be exercised as the owners shall determine, but in no event shall more than one vote be cast with respect to any residence, and no fractional vote may be cast with respect to any residence. Renters of residences have no voting rights.

D. An annual assessment consistent with the By-Laws of the above-referenced Association shall be levied by the Association against each residence in the subdivision. This assessment shall be based on the residence only but shall be a lien upon all lots or portions of lots used by an owner in connection with his residence. The bill for said assessment shall be sent to residents by December 3 and shall be due and payable to the Association on January 31 of each year to cover the calendar year. Any assessment not paid by February 28 shall bear interest from the due date at the legal rate of interest. Further, after February 28, the Board has the right to invoke penalties described in Article VI Paragraph E. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee(s) to pay said assessment, which shall run with the land and be binding upon said grantee, his successors, heirs and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of the Association or abandonment of the property.

E. The Association shall have the right to suspend the voting rights and the right to use the recreational facilities of a resident for any period during which any assessment against the resident's property remains unpaid. The Board of Directors may vote to assess fines and penalties as set forth in Article VIII.

F. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, lien of laborers, contractors, or material men furnishing labor and material in connection with the construction of improvement located on said property, unless prior to the filing thereof Notice of Lien has been filed by the Association for foreclosure due to nonpayment of its assessments. Sale or transfer of any residence 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 Association to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

G. When the homeowner takes title from the builder, the homeowner shall pay a proportional share of the assessment in effect for that year, which partial assessment shall be due and payable within thirty (30) days from the date the title is transferred to the homeowner. With respect to individuals who purchase lots with the expectation of later erecting a residence, when such individual takes title to the lot, such individual shall pay a proportional share of the assessment in effect for that year, which partial assessment shall be due and payable within thirty (30) days from

the date title is taken, provided that, in the case of a builder who takes title to a lot, the assessment shall be a one-time fee of One Hundred Fifty Dollars (\$150.00). Residents and non-residents who own an empty lot shall pay the full annual assessment fee as set forth by the Board of Directors and shall have full privileges of all amenities Weatherstone has to offer.

ARTICLE VII
MISCELLANEOUS

A. No informational signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide and 20 inches high. Decorative or celebratory (birthdays, graduations, holidays) signs and flags are permitted for a 48-hour period. American flags, Official State flags, and tasteful, non-controversial flags such as sports teams, up to 4 feet by 6 feet are permitted. Controversial flags and signs are defined as those espousing a political or social affiliation that may cause conflict within the neighborhood or those with vulgar language or obscenities.

B. The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.

C. The covenants herein contained are to run with the land and shall be binding on all owners of lots within the subdivision and may be amended from time to time as necessary by a majority vote of all then owners of lots therein.

D. Residents' entire property shall be maintained in a neat, appealing fashion including cut grass, mulch or pine straw where appropriate for the landscaping, garbage and recycling containers out of sight from the road except the evening before and day of pick-up, and toys and construction debris removed at the end of each day. Property owners are required to keep tall shrubbery and hedges trimmed to a reasonable height and width so that drivers have a clear line of sight. Tasteful outdoor furniture is acceptable on front porches but must be maintained.

ARTICLE VIII
ENFORCEMENT, APPEALS, FINES, PENALTIES

A. The Board shall have the right to enforce any violation of these Covenants by bringing an action for remedy at law or in equity. The Board shall additionally have the remedy of issuing a fine after reasonable notice of covenant violation and said fine and/or penalty shall become a lien upon the property subject to foreclosure by the Association. The Association shall have the right to collect costs and reasonable attorney's fees associated with any enforceable action.

B. If a covenant violation occurs, the enforcement process is as follows:

- a. One or more members of the Association's Board of Directors shall contact the homeowner personally to discuss the violation and set a remedy date.
- b. If the violation is not corrected by the set remedy date, the Association's President shall provide to the homeowner a "Letter of Violation" stating the violation, the

amount of time allotted to resolve or correct the violation, the homeowner's right to appeal, and the person(s) to contact if desiring to appeal.

- c. If homeowner chooses to appeal the Board's interpretation of the covenant and stated violation, the homeowner may request a meeting with the Board. Such request must be made in writing to the Board members within fourteen (14) days from receiving the Letter of Violation. The meeting between homeowner and the Board shall occur within fourteen (14) days from the Board receiving homeowner's written request.
- d. If the result of the meeting is that the violation stands and the homeowner has not corrected the violation within thirty (30) days from receiving the Board's decision, the Board may assess a fine of Fifty Dollars (\$50.00) upon the homeowner. If unpaid, the fine shall become a lien upon the property.
- e. If the violation has not been corrected within sixty (60) days from receiving the Board's decision, the Board may assess an additional fine of One Hundred Dollars (\$100.00) upon the homeowner. If unpaid, the fine shall become a lien upon the property.
- f. If the violation has not been corrected within ninety (90) days from receiving the Board's decision, the Association's Board of Directors has the right to have the violation corrected at the homeowner's sole expense, including recovery of all costs and reasonable attorney fees. If unpaid, the costs shall become a lien upon the property.

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

D. Invalidation of any one or more of these covenants by Judgment of Court Order shall in no way affect the enforcement of any of the other provisions which shall remain in full force and effect.

IN WITNESS, WHEREOF, the undersigned has caused this instrument to be executed this 27 of October, 2023 by its authorized officer.

**WEATHERSTONE HOMEOWNERS'
ASSOCIATION OF GREENVILLE, INC.**

By: Kevin Ramsey Kevin Ramsey
Its: President

Michael J. Asfeld
Witness #1

[Signature]
Witness #2

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

The foregoing instrument was acknowledged before me on this 27th day of October, 2023 by a duly appointed representative of the Weatherstone Homeowners Association of Greenville, Inc., representative.

SWORN to me before this 27 of October, 2023

[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 2-15-2027

