

STATE OF SOUTH CAROLINA)
)
 COUNTY OF PICKENS) RESTRICTIVE AND PROTECTIVE
) COVENANTS FOR CHERISH RIDGE
) SUBDIVISION

These Restrictive and Protective Covenants, made on the date hereinafter set forth, by Seppala Homes, Inc., hereinafter referred to as the "Declarant".

WITNESSETH:

Whereas, the Declarant is the owner of certain property in Pickens County, South Carolina, which is more particularly described in an Exhibit A, attached hereto which it intends to develop, pursuant to these Restrictive and Protective Covenants (the "Restrictions") into Cherish Ridge (the "subdivision")

Whereas, the Subdivision has been completed to the extent that a plat hereof has been prepared and Declarant intends to convey Lots in the subdivision subject to a uniform system of covenants, restrictions, uses and charges as hereinafter set forth; and

Now, therefore, Declarant hereby declares that all the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are imposed for the purpose of enhancing and protecting the value, desirability and attractiveness of both the property shown thereon and that which may be added and annexed hereunder subsequent to the date hereof. These easements, restrictions and covenants shall run with the title to the property and shall inure to the benefit of the Cherish Ridge Homeowner's Association ("CRHA") as that term is used herein.

These covenants herein imposed shall be binding on all persons claiming under them until December 31, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of the majority of the then-owners of the numbered lots in Cherish Ridge it is agreed to change the covenants and restrictions in whole or in part.

1. USES PERMITTED AND PROHIBITED

1. Each numbered lot in the Subdivision shall be used solely for residential purposes. All houses constructed upon each numbered lot shall be used exclusively for single family residential dwellings ("Permitted Dwelling").
2. 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.
3. No house trailer shall be placed on any Lot either temporarily or permanently.

Any camping trailer, boat and/or similar equipment, used for the personal enjoyment of a resident of a Lot, shall at all times be parked behind the dwelling and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses, storage sheds or playhouses shall be erected on any Lot, unless previously approved in writing by the Architectural Committee.

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 part of any of the property shall be used for any business or commercial purpose.
5. No animals shall be kept, maintained or quartered on any Lots except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants.
6. The total area of all driveways shall be paved or finished by plant mix concrete, asphalt or such other materials as may be approved in writing by the Architectural Committee.
7. Nothing herein contained shall be construed to prevent contractors actively working in Cherish Ridge approved by Declarant from maintaining temporary sales offices and storage on any Lot while the subdivision is in the process of being developed and while houses are under construction within the development.
8. Garbage, trash cans, wood piles and clothes drying lines must be so located that they will not be visible from the street.
9. Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected and traffic hazards will not be created. Further, all owners shall be required to maintain their Lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the Subdivision or the surrounding property. In the event any owner shall fail to maintain his or her Lot to the standards set forth herein, then CRHA shall have the right to enter upon such Lot and perform or cause to be performed, any work required to remedy the situation. All costs so incurred shall be immediately reimbursed by the lot owner(s) to CRHA. In the event such reimbursement does not occur within a reasonable time following demand from CRHA, the outstanding sum shall be deemed to be an Assessment and proceeded pursuant to the provisions set forth in Sections V(4) and V(5) herein. Vegetable and ornamental gardens, sandboxes or other children's play equipment shall be located only in the rear yard of any lot.

10. No window air conditioning units shall be installed in any building.
11. No wall, fence or hedge above 36' tall shall be erected closer to the front street line of any numbered Lot than the rear wall of any structure unless written permission to do otherwise shall have been obtained from the Architectural Committee. Any fence shall be constructed of chain link wire or similar metal or plastic material. Only painted wooden fences and hedges are allowed in the front and side yard with a maximum height of 36 inches and must be approved by the Architectural Committee.
12. Provisions must be made by the property owners for off-street parking of their own cars and those belonging to guests, invitees and employees, as the parking of such cars on street right of way for long periods of time during the day or night will not be permitted.
13. No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any lot or on any common area.
14. Each lot upon which a residence has been constructed shall have a mailbox of a type and size specified by Declarant or the Architectural Committee. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed.
15. Architectural style shall be traditional or transitional. No contemporary style shall be allowed.
16. The area in the road right of way in front of lot must be maintained by lot owner as well as the entire lot.
17. All houses must have garage doors into garage and garage doors must be closed except when in use.
18. Each lot owner is responsible for repairing damage to the sidewalks, right of way, paving and curb caused during construction of improvements. Furthermore, each lot owner is responsible for maintaining the sidewalk in his/her yard to match existing sidewalk.
19. No signs shall be used upon any lot without the approval of the Architectural Review Committee.
20. No lot owner will engage in activity which will result in the deposit or

accumulation of trash, refuse, debris or other objectionable matter.

II. SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

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. No residence shall be nearer to any side Lot line than a distance equal to 10% of the width of the Lot measured at the front wall of the structure.
2. No Lot shall be recut without first obtaining the written permission of the Architectural Committee created under Article III hereof.
3. 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.
4. Each Permitted Dwelling shall contain the minimum floor space of 1,100 square feet. In calculating the minimum floor space, only the heated area of the Permitted Dwelling shall be included.
5. No garage or other outbuilding more than two stories in height shall be erected upon any numbered Lot.

III. ARCHITECTURAL CONTROL

1. An Architectural Committee ("Committee") is hereby created which shall be initially composed of Martin Seppala, Nancy Seppala and a third party that may be named by them. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member(s) of the Committee.
2. No improvements, buildings, fences, structures whether permanent or temporary, including but not limited to television satellite disc systems shall be erected, placed or altered on any Lot or Lots until and unless building plans, specifications and plot plan of such residence, structures or television satellite disc systems have been approved in writing as to the conformity and harmony of external design and consistence with plans of existing residences or other building and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Committee. Exterior television antennae, solar panels and satellite dish antennae will not be allowed unless concealed and approved by the Architectural Committee. Satellite dishes will be prohibited unless totally

concealed by fencing or landscaping and are 18" in size or less.

3. Prior to the commencement of any construction, each Owner, other than Seppala Homes of Greer, South Carolina, shall submit to the Committee, in duplicate, plans and drawings, which shall have been prepared in a 1/8th scale or larger.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee, in care of Martin Seppala, 1530 S. Hwy. 14, Greer, SC 29650. One complete set shall be retained by the Committee and the second complete set shall be returned to the applicant, with the Committee's approval or disapproval clearly noted thereon.

4. In the event said Committee 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, to include, but not be limited to any outbuilding, wall or fence, has been commenced before such erection or alteration is substantially completed, this requirement shall be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any Lot owner or other person.
5. No member of the Committee shall be liable for any act or omission except willful misconduct or gross and inexcusable neglect.
6. The Committee is authorized to approve, disapprove, or ratify, the initial construction or alteration of any building, improvement, structure, wall, fence, landscaping as well as the other items set forth under Sections I, II, III, and VI at the sole discretion of the Committee. Such approval, disapproval, or ratification shall be requested in writing and, once given, shall be binding on all persons subject to these Restrictions.
7. All construction by any Owner shall be performed by a licensed contractor or builder.
8. Once construction shall have commenced, each Owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no stoppage of work for more than 14 consecutive days to be condoned, acts of God excepted, and be completed, including landscaping, and ready for occupancy within seven (7) months from the commencement date.
9. The Committee expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth herein to any successor in title or duly organized legal entity at Committee's sole discretion.
10. Any damage(s) to any street, curb or gutter which occurs as a result of

construction activity relating to any Lot shall be promptly repaired by the owner of such Lot. If such owner fails or refuses to complete such repairs, the Committee shall have the right to delegate such completion to CRHA, and all costs and expenses incurred in completing such work shall be immediately due and owing by Subdivision Lot Owner. In the event such amount is not liquidated by the appropriate owner within a reasonable time following notice thereof, CRHA shall assess the appropriate Lot in such amount in the same manner as assessments are or may be imposed as provided elsewhere herein.

IV. EASEMENTS

1. An easement is reserved, over front and side Lot lines five (5) feet in width on each interior Lot and ten (10) feet in width over the rear Lot line on each interior Lot for the installation, operation, and maintenance of utilities and for drainage purposes. On each lot which abuts property other than that owned by Declarant, an easement five (5) feet in width on the front and side Lot lines and fifteen (15) feet in width on the rear Lot lines is reserved for the installation, operation and maintenance of utilities and for drainage purposes. Any additional easements across individual Lots, as are shown on the recorded plat for Cherish Ridge are also reserved.
2. Declarant specifically reserved the right to grant specific easements for local service over any Lot for the installation and maintenance of utilities and cable television to the providers of such service.

V. RECREATIONAL FACILITIES, COMMON GROUNDS AND MAINTENANCE CHARGES

1. Declarant will build or erect certain common areas and street lights for Cherish Ridge. Seppala Homes, Inc., will control their Homeowners Association until the last lot is sold or sooner if it chooses to turn control over to the residents of Cherish Ridge. A corporation as described in V(2) below will be formed for the purpose of owning and operating all common areas and managing the affairs of Cherish Ridge Homeowner's Association.
2. At such time as it shall be deemed appropriate by Declarant, but no later than when the last lot is sold in Cherish Ridge, a not-for-profit corporation shall be formed, by Declarant, pursuant to the laws of the State of South Carolina to be named "Cherish Ridge Homeowners Association, Inc". This entity (CRHA) shall be the vehicle through which all appropriate matters referred to in these Restrictions shall be transacted. CRHA shall adopt provisions relating to the manner in which business shall be transacted in the form of "By-Laws".

3. The owner of every Lot located in said subdivision shall be a member of said corporation. Declarant shall be entitled to two (2) votes for each Lot it owns in the subdivision and all other owners shall be entitled to one (1) vote for each Lot owned, regardless of the number of Lots used to create one residence. When title to a Lot is vested in two or more persons jointly, the vote shall be exercised as they amount themselves determined but in such case no more than one (1) vote shall be cast per Lot not owned by Declarant. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment.
4. An annual assessment consistent with the By-Laws of CRHA shall be levied by CRHA against each lot in the subdivision for costs associated with the aforementioned, insurance (both structural and liability) and various miscellaneous expenses. The amount of said assessment will initially be determined by Section V(1) above and shall begin on January 1, 2002, which amount is subject to change pursuant to the provisions of the By-Laws of CRHA, and said assessment shall be due and payable to CRHA on the 1st of January of each year to cover that fiscal year. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the legal rate of interest. The acceptance of a deed by 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 CRHA or abandonment of the property. The prorate share of said annual assessment will be due at each lot closing beginning January 1, 2002.
5. CRHA shall have the right to suspend the voting rights and right to use the facilities of a resident for any period during which any assessment, either annual or special, against his property remains unpaid for a period of sixty (60) days or for any infraction of its published rules and regulations. In the event of non-payment of any assessment set forth herein, CRHA may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against property in the same manner that a real estate mortgage is foreclosed and interest, costs and attorneys fees shall be added to the amount of such assessment. The lien of CRHA against the property must be established by, and shall be effective from the time of filing of a Notice of Lis Pendens in the Office of the Clerk of Court of Pickens County. Failure by CRHA, or any other, to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.
6. The lien for non-payment of the assessments provided for herein shall be subordinate to the lien of any mortgage lien or any lien of laborers, contractors, or materialmen furnishing labor and materials in connection with the construction of improvements located on said property, unless prior to the filing thereof Notice of

Lis Pendens has been filed by the corporation for foreclosure due to non-payment of its assessments. Sale or transfer of any residence shall not affect any duly perfected 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 become due prior to such sale or transfer unless prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens has been filed by CRHA to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

7. The annual assessment to be levied by CRHA shall not apply to any Lot or Permitted Dwelling so long as either is wholly or partially owned by any entity in which Seppala Homes, Inc., individually has at least a twenty-five (25%) percent interest. When an owner acquires title to a Lot from Declarant, such Owner 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 transferred to the homeowner.
8. Until such time as Declarant forms CRHA, Declarant is empowered to perform the functions that will be performed by CRHA and for this purpose may make such rules and regulations as it deems desirable to carry out said purposes. During the interim period, Declarant shall have the power to collect the annual assessment imposed pursuant to Section V(1) and Section V(4) herein for the purposes therein provided.

VI. MISCELLANEOUS

1. No signs, except those approved by the Architectural Committee, shall be permitted on any residential Lots except that a single sign offering the 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 and approved by the Architectural Control Committee.
2. The property within the subdivision is hereby declared to be a bird sanctuary and ~~hunting of any bird is hereby prohibited.~~
3. In the event a dwelling is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the Lot until paid by the Owner and may be foreclosed in the same manner set forth in Article V for liens for assessments.

removal shall constitute a lien upon the Lot until paid by the Owner and may be foreclosed in the same manner set forth in Article V for liens for assessments.

4. Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of these covenants and to the by-laws of the Association.
5. If the undersigned, or their successors, heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to prevent him or them from so doing or to recover damage or other dues for such violation.
6. Invalidation of any one or more of these covenants by Judgement of Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said developers have hereunto set their hands and seals this 13 day of July, 2001.

WITNESS:

SEPPALA HOMES, INC.

By: [Signature]

Its: Vice President

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PROBATE

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within named Seppala Homes, Inc. sign, seal and as their act and deed, deliver the within written Restrictive and Protective Covenants for Cherish Ridge Subdivision and that (s)he with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 13 day of July, 2001

Notary Public for SC

My Commission Expires: 2/10/2003

[Signature]

Exhibit "A"

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens being shown and designated as Cherish Ridge Subdivision, Phase I, Sheet 1 on that certain plat prepared by Precision Land Surveying dated April 1, 2001 and recorded in the RMC Office for Pickens County in Plat Book 417, at pages 13-16 and reference to said plat is hereby craved for a more complete and accurate description.
