

**STATE OF SOUTH CAROLINA  
COUNTY OF LAURENS**

**AMENDED AND RESTATED RESTRICTIVE  
COVENANTS FOR OAK HILL ESTATES**

WHEREAS, on or about 5/19/04, J & R Holdings, LLC (the "Owner") entered into and recorded those certain restrictive covenants for Oak Hill Estates (the "Restrictive Covenants") in the County of Laurens, State of South Carolina. Said Restrictive Covenants were recorded in Book 656 at Page 217 in the RMC Office for Laurens County; and

WHEREAS, the Restrictive Covenants covered all the numbered lots of that real estate in Laurens County, South Carolina, hereby named OAK HILL ESTATES and shown on a plat recorded in the RMC Office for Laurens County in Plat Book A0431 at Page 2, and also those unnumbered areas on said plat (the "Property").

WHEREAS, the a majority of the owners now desire to effectuate certain amendments to the Restrictive Covenants and to restate the Restrictive Covenants as herein amended; and

WHEREAS, the undersigned, being a majority of all lot owners of the property shown on the above referenced plat, hereby consent to the amending and restating of the Restrictive Covenants as set forth below.

NOW, THEREFORE, the undersigned hereby declare that the Property shall henceforth be held, sold, conveyed and occupied subject to the following covenants, conditions and restrictions which shall run with the Property:

**I. APPLICABILITY:**

1. The covenants herein contained shall be binding on the person's claims under them and are to run with the land for a period of twenty-five (25) years from the date these presents are recorded. After this twenty-five (25) year period, the said covenants shall be automatically extended for successive periods of ten (10) years unless the owners of a majority of lots in OAK HILL ESTATES vote to terminate said covenants and building restrictions. This instrument may be otherwise amended at any time by an instrument signed by the owners of a majority of the lots in OAK HILL ESTATES.

**End Part I**

**II. ASSOCIATION OF HOMEOWNERS:**

1. The property owners in OAK HILL ESTATES have formed the Homeowners Association which is organized as a non-profit corporation consisting of all individuals owning numbered lots within the subdivision. All members of the Homeowners Association shall be subject to the terms and conditions of applicable restrictive covenants, charter and bylaws of the Homeowners Association and reasonable rules and regulations promulgated by the Board of Directors of the Homeowners Association. There shall be one (1) vote for each numbered lot whether owned by one person or more persons or entities, individually, or tenants in common. This Homeowners Association shall be responsible for all common lighting, maintenance of road frontage areas, maintenance of beautification easement, and any such other items as the Homeowners Association shall determine to be in the best interest of the Homeowners Association. The Oak Hill Estates Homeowners Association Board has the ability to retain an independent property management company for the benefit of the Association if deemed necessary.

2. An annual maintenance charge or assessment to defray the costs of the Homeowners Association in executing its purposes will be applied to all numbered lots. This said charge as of January 2014 is two hundred and twenty dollars (\$220) per year. The period for assessment shall run from January first to December thirty-first of each year. On January first of each year, the annual assessment shall be due. Penalties will be assessed to homeowners who do not pay within 60 days from the due date and will incur a late fee of \$25. An additional late fee of \$5 per lot for each additional month where any assessment is unpaid shall be imposed. At the time of closing of individual numbered lots, any unpaid assessments, penalties and fees become the responsibility of the purchaser.
3. The Oak Hill Estates Homeowners Association Board shall have the authority to increase annual dues, with appropriate justification, up to 10% each year without homeowner's approval. Any change over 10% in the amount of assessment shall be determined on an annual basis by a majority vote of the owners at the time of the annual meeting of the Homeowners Association. The Board is authorized to levy special assessments for unexpected expenses when deemed necessary with a simple majority vote of the Homeowners Association. Such assessments shall have the same rights of enforcement as annual assessments.
4. The officers of the Homeowners Association shall administer the use of the assessments. The Homeowners Association shall be empowered to perform any or all of the said functions but it is under no duty to perform or continue to perform said functions at any time. The assessments are to be used for:
  - a. Payment of necessary expenses for the operation of the Homeowners Association.
  - b. Removing grass or weeds from any vacant and untended land within OAK HILL ESTATES subdivision or for doing any other thing necessary or desirable in the opinion of the officers of the Homeowners Association in order to keep such property in order and neat for the general benefit of the property owners.
  - c. Any expenses necessary for the enforcement of these protective covenants.
  - d. Any other purposes in the opinion of the officers of the Homeowners Association, necessary for the general benefit of the property owners.
5. A property owner's voting right may be suspended in the Homeowners Association for any period during which assessment against his property remains unpaid. For nonpayment of any assessment as specified herein, the Homeowners 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. Any interest, costs, and attorney's fees shall be added to the assessed amount. The lien by the Homeowners Association against the property must be established by, and shall be effective from, the time of filing of a Notices of Lis Pendens in the Offices of the Clerk of Court of Laurens County. The failure of any property owner or failure by the Homeowners Association to enforce any covenant or lien herein contained in these covenants shall in no event be deemed a waiver of its right to do so thereafter.

6. The lien of the assessments herein provided for shall be subordinate to the lien of laborers, contractors or material furnishers who have furnished labor and materials in connection with the construction of improvements located on any said property or the liens of any mortgage unless prior to the filing thereof, Notice of Lis Pendens has been filed by the Homeowners Association for foreclosure due to nonpayment of its assessment. The transfer or sale of any residence shall not affect the assessment lien. However, in the transfer or sale of any lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien or any proceeding in lieu thereof, the said foreclosure action shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer unless prior to the commencement of said action, a Notice of Lis Pendens has been filed by the Homeowners Association as set forth in above statements. The right of the Homeowners Association to enforce the collection of any charge that shall become payable after the acquisition of title by a subsequent bonafide purchaser for value shall not be affected by anything herein.

### **End Part II**

### **III. ALLOWED AND PROHIBITED USES:**

1. Each lot is numbered and shall be used exclusively for single-family dwellings.
2. There shall be no boat, vehicle, barn, garage, shack, tent, trailer, basement, or other outbuilding used either as a temporary or permanent residence on any numbered lot.
3. All fuel oil tanks or containers shall be enclosed (top and side) or buried in accordance with the precautions as specified by government regulations if such tanks or containers are deemed necessary on any numbered lot.
4. There shall be no animals maintained, quartered, or kept on any numbered lot except for dogs, cats, or caged birds, which are in reasonable numbers and are kept for the pleasure of the homeowner.
5. There shall be no camping trailer, motor home, recreational vehicle or boat placed on any numbered lot unless it is stored in a garage or directly behind the house so as not to be seen from the front of the numbered lot. Alternatively, privacy fencing located to the rear of the house, which is tall enough to fully conceal the above item may be used.
6. All vehicle parking shall be on paved driveways, in garages, or behind the house.
7. The mailbox and post will be either the standard design provided by the developer or the lot owner may submit a different design for approval by the Homeowners Association Board.
8. Playground equipment may be installed in the back yard of any improved lot provided it is constructed primarily of wood.
9. There shall be no metal roofed or sided shed, barn, garage, or other outbuilding placed on any lot.
10. There shall be no fence, hedge, or wall exceeding a height of more than three feet erected across or along the front of any numbered lot and located nearer to the front numbered line than the front corners of the residence constructed on such a numbered lot. Pen enclosures for pets shall not exceed 10' wide X 10' long X 6' high. A maximum of one (1) pen is allowed per lot and must be located to the rear of the home. All fences shall be decorative in nature and must be approved prior to the construction by the Homeowners Association Board. Chain link fence may not be used under any circumstances with the exception of "pen enclosures", as described above. If chain link materials are used, a secondary decorative fence, to match height, will be required on all sides visible from the street.

11. There shall be no signs permitted on any residential numbered lots except a single temporary sign offering the property for sale or for rent, announcing a yard sale or other item for sale, or relating to an impending election. A contractor who is performing work at the property may also place a sign. These signs may be placed on the numbered lot provided the sign is not more than 24 inches wide by 20 inches high and must be removed following the event. Additionally, one small theft deterrent/security system sign may be placed.
12. There shall be no loud, riotous, or offensive activity or any activity, which shall become a nuisance to the neighborhood allowed on any of the property, which is subject to these covenants.
13. There shall be no business or commercial activity that would be apparent to a casual observer or result in increased traffic or other disruption to residential activities allowed on any numbered lot.
14. Houses, fences, sheds, mailboxes, lawn and garden ornaments, and all structures placed or erected on the lots shall be kept in good repair.
15. Property owners are responsible for proper maintenance of their lot, including, but not limited to keeping grass cut to a maximum of six (6) inches, on improved lots, eight (8) inches on unimproved lots, keeping lot free from debris, etc. If any lot is deemed unkempt by the Oak Hill Estates Homeowners Association Board or the residents of Oak Hill Estates, appropriate action will be taken to remedy the situation 15 days from written notification by the Oak Hill Estates Homeowners Association Board with incurred fees being billed to the property owner.

**End Part III**

**IV. UNIMPROVED LOTS:**

1. Lots upon which no home construction has started shall be considered unimproved.
2. There shall be no boat, camping trailer, house trailer, motor home, or recreational vehicle placed on any unimproved numbered lot.
3. There shall be no vehicle stored on any unimproved lot except for equipment used during the construction of the home.
4. An unimproved lot which is directly adjacent to an improved lot and which is owned by the same owner, may have structures such as sheds, garages, playground equipment, and fences erected, subject to approval by the Homeowners Association Board. Such a lot will be considered improved for the purpose of the grass height requirement described in section III above.
5. If the ownership of either lot changes so as the unimproved lot is no longer be owned by an adjacent property owner, any structure placed on the unimproved lot must be removed.

**End Part IV**

**V. EASEMENTS:**

1. Easements herein provided for shall include the right to grade ditches, lay drain pipes, cut trees, or do any other such things as may be reasonable and required to provide for necessary drainage and per beautification easement, maintenance of the entryway lawn, berm and signage.
2. For drainage purposes, operation and maintenance of utilities, and installation of utilities, an easement is reserved from the rear and side lot lines five (5) feet in width on each lot. Such other easements across the number lots are shown on the recorded plat and are also reserved.

**End Part V**

## VI. HOME CONSTRUCTION:

1. There shall be no building erected on any numbered lot nearer to the front lot line than the building setback line which is shown on the recorded plat. Any such building shall be faced toward the front line of the numbered lot except that building which will be constructed on a corner lot and may face either street of the line of intersection. No residence shall be located nearer to any side lot than a distance equal to ten percent (10%) of the width of the numbered lot at the building setback line.
2. The use of "Slab-on-grade" construction shall not be permitted as a construction option on any numbered lots.
3. The numbered lots shall not be re-cut; however, nothing herein contained shall be used to prohibit the use of more than one numbered lot or portions of one or more than one numbered lot for a single residential unit.
4. There shall be no garage or other outbuilding constructed nearer than seventy-five (75) feet from the front numbered lot line or no nearer than five (5) feet from any side or rear numbered lot line. Prior to construction, each detached garage or other outbuilding must be approved in advance by the Homeowners Association Board.
5. All of the residences constructed shall contain at least a two car garage unless there is a written waiver granted by the Homeowners Association Board in instances where the size and/or shape of the numbered lot make the construction of a two car garage impractical. The entrance to the garage must open to the side of the house.
6. The required minimum heated floor space within the residential dwellings shall be as follows and shall apply to all of the numbered lots:
  - A 1,750 square foot minimum for a one-story ranch house, and
  - A 2,000 square foot minimum for a two-story or a multi-level house.
7. The major roof pitch for all houses must be an 8 in 12 or higher. This requirement excludes enclosed decks or porches. Exceptions may be presented to the Homeowners Association Board for review.
8. The final location of each home must be approved by the Homeowners Association Board prior to the construction of the foundation of any home. This approval will be in writing from the Homeowners Association Board.
9. The front facing foundation for all home construction shall be faced with brick or stone. Side and rear facing foundation walls may be painted poured concrete, brick, stone or stucco. There shall be no uncovered cement block visible.
10. The external walls for any home constructed shall be brick, vinyl siding, fiber cement siding, stone, or stucco.
11. All swimming pool construction must include specific construction information in writing and be submitted to the Homeowners Association Board. The response will be given in writing from the Board.
12. It will be the homeowner or builder's responsibility to install pipe at street for driveway (minimum of 24' long of 12" R.C.P.) prior to commencement of construction on any lot in Oak Hill Estates.
13. It will be the homeowner or builder's responsibility to install temporary stone on driveway during construction (to keep mud off of street).

14. All homes in Oak Hill Estates will have a poured concrete driveway which extends from the street to the garage and include an apron at the street.
15. All homes in Oak Hill Estates shall be built on site. No pre-fabricated, modular, or manufactured homes of any type shall be permitted in Oak Hill Estates. This shall not be construed to prohibit the use of pre-assembled components in the construction of the home.
16. Construction debris and burning barrels must be removed from any lot within 30-days from the time the home is occupied or construction is complete. This includes, but not limited to, left over bricks, temporary power poles and/or portable toilets.
17. There shall be no habitation of any home in Oak Hill Estates prior to completion of the exterior of the house.

**End Part VI**

**VII. ARCHITECTURAL APPROVAL**

1. The Architectural Committee for OAK HILL ESTATES subdivision shall be composed of persons appointed by the Oak Hill Estates Homeowners Association Board, and will serve as advisors to the Board. The committee members may be lot owners or others as seen fit by the Board and will include at least one member of the Board. The Homeowners Association Board will convene the Committee to assist in approval of new home construction and major alterations. Any determination made by the committee or inaction may be overruled by the Homeowners Association Board.
2. No houses, garages or outbuilding shall be erected, placed, or altered on any numbered lot or lots until and unless the building plans, specifications, and plat plan showing the proposed type of construction exterior design, and location of such residence have been approved in writing by Homeowners Association Board. The Board must approve of conformity to site, harmony of external design, and consistency with the plans of existing residences and other buildings, and the location of the structure with respect to topography and the finished ground elevation. This request to the Board and the response from the Board shall be in writing.
3. The Homeowners Association Board, is vested with the full authority to approve or to disapprove plans for the construction of any building or improvements which have major features so similar to an existing building or improvements so as to be considered as a practical duplication thereof.
4. In the event that the Homeowners Association Board fails to approve or disapprove any matter within the scope of its authority within thirty (30) days after the receipt of a written application for permit, it shall be deemed approved unless suit to enjoin such matter or thing has commenced prior to or after receipt of the said application, in which case the said suit shall be deemed a disapproval. Approval shall mean that this covenant shall be deemed to have been fully complied with and no suit or claim shall therefore be available to the Homeowners Association, or to the owner of any parcel.
5. The Homeowners Association Board has the authority to approve or ratify the construction or alternation of any building with minor violations of the requirements herein set forth in section VI of this document if, in the opinion of the Homeowners Association Board shall be necessary to prevent undue hardship due to the topography, the shape of any platted lot, or setback lines shown on the recorded plat, and if in the opinion of the Homeowners Association Board such violations will cause no substantial injury to the owner of any numbered lot.

6. Any request to be considered by the Homeowners Association Board shall be made in writing to the Committee not fewer than thirty (30) days prior to the time the permit is needed.
7. The approval or ratification by the Homeowners Association Board shall be binding on all persons.

**End Part VII**

**VIII. ENFORCEMENT OF COVENANT RESTRICTIONS**

1. The failure by the Homeowners Association or any other persons to enforce any covenant or restriction herein shall in no way be deemed a waiver of the right to do so thereafter.
2. If any of the covenants or restrictions herein shall be violated by any party or any other parties, heirs or assigns, it shall be lawful for the Homeowners Association of any person or persons owning any real property situate in the said subdivision of OAK HILL ESTATES to prosecute any persons violating or attempting to violate any of said covenants and prevent him or them from so doing, or recover damages or both for such violation.
3. The Oak Hill Estates Homeowners Association Board shall have the right to levy fines to lot owners for violating any of the covenants, including those described below.
4. Upon receipt of a formal written complaint of an alleged violation:
  - a. First Occasion of Violation - An informal call and follow-up email to alleged offending party from Oak Hills Estates HOA.\*
  - b. Second Occasion of Violation – Notice of Non-Compliance sent certified mail by Oak Hills Estates HOA to the property owner.  
Administrative fees and postage for certified letter will be charged to property owner.\*
  - c. Third Occasion of Violation – Notice of Non-Compliance and Corrective Action imposing a fine of \$50.00 sent certified mail by The Oak Hills Estates HOA to the property member. Non-compliant member will be responsible for payment of fine(s), administrative fees, and postage.\*
  - d. Each Additional Violation of the same nature or failure to correct violation(s) will result in additional notices of non-compliance and corrective action with the fine(s) increasing in increments of \$50.00 to a cap of \$150.00 per notice.\*
  - e. In all cases and occurrences the Alleged Offender(s) have the right to request a hearing before the Homeowners Association Board of Directors. The Board will consider all evidence and render their decision in writing to all parties involved.

\* If no additional violations occur within a 12 month rolling period and the violation reoccurs, the incident will be treated as a first occasion and the process will begin anew.

**End Part VIII**