

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
ROCKY CREEK ESTATES**

This DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (the "Declaration") is made and entered into this ____ day of _____, 2017, by Rocky Creek Homeowners' Association, LLC.

RECITALS:

WHEREAS, Declarant is the owner of certain real property located in Greenville County, South Carolina, more specifically described on **Exhibit A** attached hereto, which is to be developed as a single family detached residential development to be know as Rocky Creek Estates (hereinafter the "Development") and which has been subdivided into 14 Lots (as this term is hereinafter defined) as shown on the certain Subdivision Plat recorded in the Office of Deeds for Greenville County in Plat Book __ at Page __ on _____ and

WHEREAS, Declarant now desires to foster the attractiveness of the Development, to prevent future impairment thereof, to preserve, protect and enhance the values and amenities of the Development, and to provide for the maintenance and upkeep of all common areas in the Development.

NOW, THEREFORE, Declarant hereby declares that all of the Property (as this term is hereinafter defined) is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration, which shall run with the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, and their respective heirs, successors, and assigns, and shall inure to the benefit of each owner thereof and their respective heirs, successors, and assigns,.

**Article I
Definitions**

In addition to any other terms defined in this Declaration, the following terms shall have the following meanings when used herein:

1. "Association" means the Rocky Creek Estates Homeowners' Association, LLC., a South Carolina non-profit corporation, its successors and assigns.

1. "Common Area" means all real property (including improvements and fixtures thereon or attached thereto), and other property, real, personal, or mixed, which from time to time may be designated by Declarant for the common use and enjoyment of the Owners or conveyed to the Association in fee simple; together with all rights-of-way, easements, appurtenant,

improvements, and hereditaments described in this Declaration or designated as Common Area on any recorded plats of the Development, including but not limited to landscape easements, utility easements, and those certain sewer and drainage easements and appurtenances as shown on that certain plat recorded in Plat Book ____ Page__ in the Office of the Register of Deeds for Greenville County, South Carolina ("Register of Deeds") which shall be and are covenants running with the land at law.

2. "Declarant" means and refers to Granite Development, LLC.
3. "Declaration" means this Declaration of Covenants, Conditions, Restrictions, and Easements, as the same may be amended, renewed, or extended from time to time in the manner herein prescribed.
4. "Development" means Rocky Creek Estates, a single-family, patio home, residential development proposed to be developed by the Declarant on one or more of the Properties.
5. "Lot" means any numbered plot of land and improvements thereon, with delineated boundary lines intended for single-family detached residential use, appearing on the Plats, and excluding Common Areas and roads and streets shown on the Plats.
6. "Member" means every person or legal entity that holds membership in the Association.
7. "Mortgage" means any mortgage constituting a lien on a Lot.
8. "Mortgagee" means the owner and holder of a Mortgage at the time such term is being applied.
9. "Owner" means the record owner, whether one or more persons or legal entities, of the fee simple title to any Lot, including Declarant if it owns any Lot, and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
10. "Plat" or "Plats" means on or more plats of the Development recorded in the Office of the Register of Deeds, including but not limited to the certain plat entitled: Rocky Creek Estates prepared by _____, dated _____, recorded in the Office of the Register of Deeds in Plat Book ____ at Page _____, and any plat of the Property constituting additional Properties (if they are annexed pursuant to Article II hereof) which may be recorded by Declarant in the Office of the Register of Deeds hereafter.

Article II
Property Subject to This Declaration
and The Jurisdiction of
Rocky Creek Estates Homeowners' Association, LLC.

1. Property. The Lots comprising the Property are and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, and shall be within the jurisdiction of the Association as set forth in this Declaration.

Article III
Property Rights

1. Ownership of Common Areas. At such point in time as Declarant, in its sole discretion, deems appropriate, but in no event later than when Declarant ceases to own at least one Lot shown on any Plat of the Property, as amended by the addition of Additional Property, Declarant shall convey the Common Areas and any additional easement areas shown on any Plat of the Property to the Association subject to all rights-of-way, easements, management agreements and the like of record, unless the same has otherwise been conveyed in whole or in part as hereinafter provided. Notwithstanding the recordation of any Plat or any other action by Declarant or the Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public unless the Declarant, or the Association after conveyance to the Association, shall choose to convey or dedicate all or a portion of the Common Areas or interests therein, including without limitation, easements, to a public body or governmental entity or agency or to a private, non-profit entity for the purpose of creating a park or greenway. The Association shall not thereafter convey or mortgage any part of the Common Areas without the prior consent of those Owners owning at least fifty (50%) of the Class A Lots.
2. Owners' Rights to Use and Enjoy the Common Areas. Each Owner shall have the nonexclusive, non-severable easement and right to use and enjoy the Common Areas, which easement and right shall be appurtenant to and run with the title to each Lot and shall pass with the title thereto, subject to the following:
 - a. The right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the Common Areas to insure the safety, enjoyment, and rights of all Owners therein;
 - b. The right of the Association to suspend the voting rights with respect to such Lot in the Association and the right of the Association to suspend the right to use the Common Areas by the Owner for any period during which any assessment against the Owner's Lot remains

unpaid; and further to suspend such right to use the Common Areas for a period not to exceed sixty (60) days for any infraction of this Declaration, the Association By-Laws, or its published rules and regulations; and

- c. The right of the Declarant or the Association to grant utility, drainage, sewer, and such other easements of the types and for the purposes set forth in Article VII across the Common Areas or to make dedications or conveyances as set forth in Section 1 above;
 - d. The obligation of each Owner to pay assessments as set forth in this Declaration;
 - e. The right of the Association or its agents to enter any Lot in the case of an emergency threatening such Lot or any other Lot for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate and shall not constitute a trespass;
 - f. The right of the Association, in accordance with this Declaration and the Association By-laws, to borrow money for the purpose of improving, repairing, and maintaining the Common Area and facilities and in aid thereof to secure any such loans with mortgages or security agreements creating liens on the Common Area and facilities or a part thereof; provided, however, that the rights of any lienholder in the Common Area and facilities shall be subordinate to the rights of Lot Owners and mortgagees of Lots;
 - g. The right of the Association to enter any Lot to perform any maintenance, alteration, or repair required or permitted herein to be performed by the Association; and, the Owner of such Lot shall permit the Association or its representative to enter for such purpose at reasonable times and with reasonable notice.
3. Owners' Easements for Ingress and Egress. Every Lot shall have as a part thereof a perpetual, non-exclusive right to use any cul-de-sac or roadway, if any, which may be constructed by the Declarant and conveyed to the Association as part of the Common Area for the purpose of providing access to and from each Lot, and said perpetual, non-exclusive right shall be an easement running with the land and pass with the title to each Lot.
4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, such Owner's right of enjoyment to the Common Areas and facilities thereon to the members of such Owner's family, guests, tenants, or contract purchasers who reside permanently or temporarily in the residential dwelling on such Owner's Lot so long as such Owner is not in

default of payment of assessments or in violation of any terms of this Declaration.

Article IV The Association

1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot.
2. Voting Rights and Classes of Lots. The voting rights for the Membership shall be appurtenant to the ownership of Lots.
 - a. Each Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person or legal entity owns an interest (other than leasehold or security interest) in any Lot, all such persons or legal entities shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
3. Availability of Document. The Association shall maintain current copies of the Declaration, the By-Laws, and rules and regulations, concerning the Development.
4. Management Contracts. The Association is authorized and empowered to engage the services of any person, firm, or corporation to act as managing agent of the Development at a compensation to be established by the Board of Directors and to perform all the powers and duties of the Association; provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon ninety (90) days prior written notice to the manager without payment of a termination fee.
5. Maintenance. The Common Areas and certain features thereof that are deemed common amenities and facilities, being of benefit to all Lots, shall be maintained exclusively by the Association. Lawn maintenance will be included as part of the HOA. Said common amenities may include, without limitation, entrance walls, signage, lighting, landscaping, hardscaping and landscape furniture, parks and greenways, playgrounds, private roads, streets and sidewalks, common walks, signs, picnic areas, irrigation systems, and storm water and drainage easements located within the Common Areas. (The common amenities shall be provided at Declarant's sole and absolute discretion and Declarant is under no obligation to provide any of the amenities listed above.) The Association shall also maintain all utilities and all storm and drainage easements and appurtenances, equipment and

facilities related thereto located within the Common Areas, together with common amenities not maintained by public entities or utilities. The Association shall be responsible for the landscaping maintenance of the Lots or the improvements within the boundaries thereof.

6. DHEC/Greenville County Storm Water Maintenance Agreement/Responsibilities. Once the Declarant registers the “Relinquishment of Developers Rights/Liabilities” form, the Rocky Creek Estates Homeowners’ Association, LLC. will assume ALL responsibilities and liabilities pertaining to the maintenance and repair of all storm water (BMP’s) installed in Rocky Creek Estates. It is understood that the Association will sign and submit to Greenville County storm water and/or DHEC the appropriate maintenance and repair agreement. This will relieve the Declarant of all future maintenance and repair responsibilities/liabilities.

Article V Covenant for Assessments

1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants and causes by this Declaration to impose upon each such Lot, 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, annual assessments or charges and special assessments for working capital fund for capital improvements, permitted in this Declaration, and established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs, and reasonable attorney’s fees, shall be a charge and a continuing lien upon the Lot against which each such assessment or charge is made and shall be enforced as a lien in the same manner as a mortgage on the Lots, including foreclosure as a remedy. Each such assessment or charge, together with interest, costs and reasonable attorney’s fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments or charges shall not pass to an Owner’s successors in title unless expressly assumed by them. The Declarant and/or SK Builders are not subject to the Associations Annual Assessments.
2. Purpose of Monthly Assessments. The monthly assessments levied by the Association shall be used as follows:
 - a. To maintain in a good and attractive condition the landscaping, including, without limitation, the mowing of lawns, planting and maintenance of shrubs, flowers and other plants, within the boundaries of the Common Areas and lots;

- b. To maintain the parks and greenways, if any, in the Common Areas and sidewalks or other common walks, common signage and development statement pieces or entrance ways (including any walls erected at said entrance ways);
- c. To construct, maintain, repair, and replace any and all lighting, drainage pipes, inlets, basins, ditches, swales, berms, rip rap, landscaping, vegetative cover, passive and active storm water detention, wetlands, and other facilities, equipment, and improvements installed upon, above, or under the Common Areas;
- d. To construct, maintain, repair, and replace all trails or paths, if any, in the Common Areas as a common amenity in a reasonably passable condition, free from falling trees, undergrowth, and other obstructions, and to keep all dead, diseased, or decaying trees, shrubs, and bushes removed from such areas and to replace such items with new trees, shrubs, and bushes;
- e. To construct, maintain, repair, and replace all recreational and related facilities, if any (such as a picnic area), located within the Common Areas as a common amenity; provided, that, the reference to said facilities herein shall not be construed to require said facilities to be constructed or installed in the Common Areas or elsewhere on the Properties;
- f. To maintain any improvements required by any County, State, or federal agency to be installed and maintained upon, under, or over the Common Areas;
- g. To keep all Common Areas clean and free from debris and to maintain same in a clean and orderly condition, and to maintain the landscaping therein, including any necessary removal and replacement of landscaping;
- h. To provide such security services as may be deemed reasonably necessary for the protection of the Common Areas, and any recreational and related facilities, if any, located within the Common Areas, from theft, vandalism, fire and damage from animals;
- i. To pay all ad valorem taxes levied against the Common Areas and any property owned by the Association;
- j. To pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the By-Laws;

- k. To pay all legal, accounting, and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the By-Laws;
3. Monthly Assessment. Until December 31 of the calendar year following the conveyance of the first Lot by Declarant to another Owner the monthly assessment shall be one hundred dollars and twenty-five dollars (\$125) per lot.
- a. The monthly assessments established above may be increased, effective January 1 of each calendar year following the conveyance of the first Lot by Declarant to another Owner, without a vote of the membership of the Association by an amount not to exceed the greater of (1) ten percent (10%) per year over the previous year; or (2) the percentage increase, if any, in the Consumer Price Index (published by the United States Department of Labor, Washington, DC) for all cities over the immediately preceding twelve (12) month period which ended on the previous October 31. If the monthly assessment is not increased by the amount permitted under the terms of this Section, the difference between any actual increase which is made and the increase permitted for that year shall be computed and the assessment may be increased by the amount within the next three future years at the election of all members of the Board of Directors of the Association without a vote of the membership, in addition to the increase permitted under the terms of the preceding sentence.
 - b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, said monthly assessments may be increased without limitation if such increase is approved by Members entitled to no less than fifty-seven (57%) of all of the votes to which all Members are entitled. Such voting may be represented in person or by proxy at a meeting duly called for such purpose.
 - c. The Board of Directors may fix the monthly assessments at amounts not in excess of the maximum. If the Board of Directors shall levy less than the monthly assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by majority vote, levy a supplemental assessment. In no event shall the sum of the initial and supplemental assessments for that annual period exceed the applicable annual assessment permitted under Subsection 3(a) of this Article.
4. Special Assessments for Capital Improvements. In addition to the monthly and supplemental monthly assessments authorized in Section 3 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 requires the same assent of the members as provided in Section 3(b) of this Article.

5. Assessment Rate. Both monthly and special assessments must be fixed at an equal amount for all Lots.
6. Notice and Quorum for Any Action Authorized Under Article V. Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the presence of Members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum: If the required quorum is not present, subsequent meetings may be called, subject to the same notice requirement, until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following date set for the preceding meeting.
7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence as to each Lot upon the filing of this Declaration (or the filing of an Amendment to this Declaration if relating to the Additional Properties) in the Office of the Register of Deeds. The first monthly assessment shall be adjusted and prorated according to the number of months remaining in the annual accounting period for the Association. Written notice of the monthly assessment for each year shall be sent to every Owner. 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.
8. Effect of Nonpayment of Assessments: 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 twenty-five (25%) percent per annum. Assessments shall constitute a lien against the Lots. The Association may bring an action at law against the delinquent Owner or foreclose the lien against the Lot in the same manner as title foreclosure of a mortgage, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of the assessment due and owing. No Owner may waive or otherwise escape liability for the assessments provided for herein by not using the Common Areas or by abandoning Owner's Lot.

9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage on a Lot or any mortgage of Declarant. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, shall extinguish the lien of such assessments against such Lot as to payments which became due prior to such sale or transfer pursuant to mortgage foreclosure. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage as provided in this Declaration. No mortgagees shall be required to collect assessments hereunder and a failure to pay assessments hereunder shall not constitute a default under any applicable mortgage on a lot.

Article VI
Maintenance
Encroachment and Support

1. Maintenance of Lot Plantings. The Association shall provide landscape maintenance upon each Lot and shall have an easement and right of access to go upon any Lot for the performance of repairs, replacements and maintenance that are the responsibility of the Association.

Owners shall have the right to plant and maintain flowers in the front and rear beds established by Declarant in developing the Lots; provided that such plantings and their maintenance by the Owner do not hinder or interfere with the Association in performing its maintenance and replacement of landscaping on the Lots as the Association is required is required to maintain. No such maintenance by an Owner shall reduce the assessments payable by such Owner to the Association. The Owner shall not plant any vegetation on a Lot without the prior written approval of the Architectural Control Committee except flowers in beds as described above.

If the need for maintenance, repair or replacement of those matters which are the responsibility of the Association is caused, directly or indirectly, wholly or in part, through the willful, intentional, unintentional, or negligent act or omission of an Owner or such Owner's family, guests, invitees, tenants, contractors, or agents, the cost of such maintenance, repair or replacement shall be added to and become a part of the assessments to which such Lot is subject.

2. Encroachments. If any improvement including, but not limited to, roof overhangs, bay windows, fences, and utility meters, that are part of the Common Area or a Lot now or hereafter encroach on any other part of the Common Area or another Lot by reason of the original construction thereof, deviation within normal construction tolerances in the upkeep of any

improvement, or the settling or shifting of any load or improvement, an easement and right is hereby reserved and granted to the extent of any such encroachment for the period of time such encroachment exists.

3. Support. To the extent that any land or improvements that are part of the Common Area or a Lot now or hereafter supports or contributes to the support of any other land or improvement that is part of the Common Area or another Lot, the land or improvement providing such support is hereby burdened with an easement and right for support for the benefit of the other land or improvement that is supported.
4. Covenants. The aforesaid easements and rights for encroachment and support shall be easements appurtenant and run with title to the land encumbered and benefited respectively.

Article VII Architectural Control

1. Plan of Design Approval; Fines for Failure to File; Lien. No improvements (including repairs, replacements, paint, siding, trim, doors, windows, or ornamentation or residences and all other structures, outbuildings, yards and landscaping (hereinafter collectively referred to as "Design Details")) shall be undertaken upon any Lot, except by Declarant or, unless the plans and specifications and a site plan showing the location of the proposed improvements on the Lot shall have been submitted to the Architectural Committee established in Section 2 of this Article and expressly approved by the same in writing. The terms of this Article VI shall also not apply to the initial construction of improvements on a Lot by Declarant and/or SK Builders. The plans should also indicate the location of all existing trees on the Lot in excess of six (6) inches in diameter, such measurement to be taken four and one-half (4-1/2) feet above grade. No subsequent alteration or modification of any existing improvements or construction, erection or installation of additional improvements may be undertaken or allowed to remain on any of the Lots without the review and express written approval of the Architectural Committee, subject to Section 5 below.

Failure to submit plans or commencing construction without the prior written approval of the Architectural Committee (as required herein) shall be grounds for the Board of Directors to levy a fine against such Owner. Said fine shall be a lien against the Lot enforceable as a mortgage upon the filing of such lien as provided herein. Such lien shall be subordinate to the lien of any mortgage of record against such Lot.

2. Architectural Committee. The Board of Directors of the Association shall designate the number of and appoint the members of the Architectural Committee on an annual basis. In the event of the death, removal, or

resignation of any member of the Architectural Committee, the Board of Directors shall appoint a successor member to complete the term of the member who died, resigned, or was removed. Members of the Architectural Committee may be removed and replaced at any time with or without cause, and without prior notice, by the Board of Directors.

3. Procedures. The Architectural Committee shall review a plans and specifications submitted pursuant to Section 1 as to:
 - a. Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, and direction of facing of main elevation with respect to nearby streets, and nature and appropriateness within the Development of all Design Detail;
 - b. Conformity and harmony of all Design Details and the exterior design, color, type, and appearance of exterior surfaces or residences, all fences, structures and ornamentation;
 - c. Location with respect to topography and finished grade elevation and effect of location and use on neighboring Lots, Common Areas, and any improvements situated thereon and drainage arrangement; and
 - d. The other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within bulletins promulgated by the Architectural Committee, or matters in which the Architectural Committee has been vested with the authority to render a final interpretation and decision.

The Architectural Committee is authorized to request the submission of samples of proposed construction materials. Any modification or change to the Architectural Committee approved set of plans, specifications, site plan, and materials must again be submitted to the Architectural Committee for its inspection and approval or disapproval. The Architectural Committee's approval or disapproval shall be in writing. If the Architectural Committee approves the plans, specifications, and site plan for the proposed improvements, the construction of such improvements must be promptly commenced and diligently pursued to completion and if such construction is not commenced within the time set therefor by the Architectural Committee in the written approval (but in no event later than two (2) years after such approval), such approval shall be deemed rescinded and, before construction of improvements can thereafter be commenced on the subject Lot, the plans, specifications, and site plane therefor must be again approved by the Architectural Committee pursuant to this Article.

4. Lien for Fines; Enforcement; Easement of Access for Enforcement; Remedy of Foreclosure. The Board of Directors of the Association, with or without the

recommendation of the Architectural Committee, shall have the specific, nonexclusive right (but no obligation) to enforce the provisions contained in this Article and to prevent any violation of the provisions contained in this Article by a fine in such amount as determined by the Board of Directors levied against the Owner of a Lot who violates or attempts to violate any such provisions contained herein by filing any such fine as a lien against such Lot in the public records of Greenville County and enforcing payment of any such fine by an action in foreclosure against such Lot, including attorney's fees and costs of enforcement, as well as any other proceeding at law or in equity against the Owner of the Lot who violates or attempts to violate any such provisions contained herein. The Association shall have an easement and right of access over, upon, and across the Lots in the Subdivision for purposes of enforcing the provisions of this Article and Article IX concerning maintenance of Lots.

5. Effect of Failure to Approve or Disapprove. If the Architectural Committee fails to approve or disapprove the design of any proposed improvements within forty-five (45) days after plans, specifications, and site plans therefor have been received by the Architectural Committee, approval will not be required, and the requirements of the Article shall be deemed to have been fully satisfied; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Architectural Committee if they contain erroneous data or present inadequate information upon which the Architectural Committee can arrive at a decision. Notwithstanding the foregoing, the Architectural Committee shall have no right or power, either by action or failure to act, to waive or grant any variance relating to any mandatory requirements specified in the Declaration.
6. Right of Inspection. The Architectural Committee shall have the right, at its election, to enter upon any of the Lots during preparation, construction, erection, or installation of any improvements thereon to determine that such work is being performed in conformity with that approved plans and specifications.
7. Limitation of Liability. Neither the Architectural Committee, the members thereof, the Board of Directors of the Association, Association Members, nor the Declarant shall be liable in damages or otherwise to any Owner or anyone submitting plans, specifications, site plans and other submittals pursuant to this Article VII, or to any third party, member of the Association, or Owner of any other Lot with respect to the review, approval, disapproval, failure to review or failure to approve or disapprove any plans, specifications, site plans, or other submittals pursuant to this Article VII, or with respect to any claims of mistake of judgment, negligence, or nonfeasance arising out of or related to this Article VII.

8. Compensation. No member of the Architectural Committee shall be entitled to compensation arising out of services performed pursuant to this Article.

**Article VIII
Easements Reserved By Declarant**

1. Lots and the Common Areas shall be subject to those easements and rights-of-way, if any, as shown on the recorded Plats of the Property. In addition thereto and in lieu thereof, Declarant reserves the following perpetual easements:
 - a. An easement along each side and rear Lot line of each Lot (i) for the erection, installation, construction, repair, replacement, and maintenance of wires, lines, conduits, pipes, and poles, appurtenances, appliances, equipment, and the like in connection with the transmission and distribution of electricity, telephone, cable television, and other utilities; and (ii) for the erection, installation, construction, and maintenance of storm water, drainage facilities, land drains, pumping and lift stations, open drainage ditches, public and private sewers, pipelines for supplying natural gas, water, and the like utilities and wires, lines, conduits, pipes, appurtenances, appliances, equipment and the like in connection therewith, and for, any other public or quasi-public facility, service or function;
 - b. A ten foot easement along Lot lines adjacent to streets for the installation of driveways, curbing, and curb cuts for driveways;
 - c. The right and easement to erect permanent walls on the Common Areas for the purposes of providing screening, privacy, decoration, retainage, and topographical stability in connection with the overall plan and development of the Development, the Property, and the Lots located therein and thereon;
 - d. A temporary easement for the benefit of Declarant over the Common Areas for the purpose of temporarily storing construction materials or parking vehicles and equipment in connection with the construction of improvements on the Common Areas or on adjacent or contiguous property owned by Declarant;
 - e. An easement over all lots for the purpose of maintenance of landscaping over the Common Areas and Lots in such amount, manner, and maintenance as the Declarant, in its sole discretion, shall determine, and

- f. An easement for the installation and maintenance of utilities (including transformers and service facilities) and other commonly beneficial amenities including, without limitation, mailboxes, trash containers, and area lighting over the Property and Common Areas.

Each Owner, by acceptance of a deed to a Lot, and the Association by its acceptance of a deed to the Common Areas, acknowledge and agree to the foregoing reservation of easements and the right of Declarant to transfer such easements to the Association or to public or private utility companies as Declarant may choose.

The easements reserved by the Declarant include the right to cut or remove without replacement any trees, bushes, or shrubbery, make any gradings of the soil, or take any similar action required by a utility for acceptance of a transfer or reasonably necessary to provide economical utility installation and maintenance of the overall appearance of the Development.

Within any of the foregoing easements, no structure, planting, or other material shall be placed or permitted to remain which may, in Declarant's sole opinion, interfere with the installation or use of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise damage or interfere with the enjoyment or use of the easements for their intended purposes.

The easement area of each Lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which, a public authority, or utility company is responsible.

2. Encroachments. Each Owner of a Lot with an exterior wall, roof or eave, including overhangs, fence, concrete or asphalt walk or patio, which encroaches on the Common Area and/or an unimproved portion of a Lot of another Lot Owner and which encroachment exists solely by virtue of original construction by the Declarant or with Declarant's express approval, shall have an easement over that portion of the Common Area or adjacent Lot affected by the encroaching wall, roof, eave, fence, walk or patio for the purpose of using said portion of the Common Area or adjacent Lot for the encroaching Owner's own benefit and for the purpose of maintaining the encroaching structure in good condition and repair. In the case of a wall, roof, eave or fence encroachment, it shall be the responsibility of the Owner thereof to maintain the encroaching wall, roof, eave or fence in good condition and repair.

Article IX
General Covenants
Uses Permitted and Restricted

1. Residential Use of Property; Enforcement of Article; Fines; Lien; Foreclosure. All Lots shall be used for single-family residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time; provided, however, that nothing herein shall prevent Declarant from using any Lot owned by Declarant for the purpose of carrying on business related to the development, improvement, and sale of Lots in the Development.

The Board of Directors of the Association, with or without the recommendation of the Architectural Committee, shall have the specific, nonexclusive right go enforce the provisions contained in this Article and to prevent any violation of the provisions contained in this Article by a fine in such amount as determined by the Board of Directors levied against the Owner of a Lot who violates or attempts to violate any such provisions contained herein, by filing any such fine as a lien against such Lot in the public records of Greenville County and enforcing payment of any such fine by an action in foreclosure against such Lot, including attorney's fees and costs of enforcement, as well as any other proceeding at law or in equity against the Owner of the Lot who violates or attempts to violate any such provisions contained herein. The Committee has the authority to determine, levy, and enforce fines up to \$1,000 per incident. Any amount over that will be determined by arbitration.

The Association shall have an easement and right of access over, upon and across the Lots in the Development for purposes of enforcing the provisions of this Article and Article VIII concerning maintenance of Lots.

2. Setbacks and Building Lines. Each structure, including without limitation, residential dwellings, garages, whether attached or detached, utility buildings, and any other permitted structures, erected on any Lot shall be situated on such Lot in accordance with the building and setback lines as shown on the recorded Plats of the Development.
3. Re-Cutting Lots: Combining Lots. No Lot may be re-cut so that it faces a street other than as shown on the pertinent Plat of the Property. Lots or portions thereof may be combined with adjacent Lots to form a larger Lot than shown on a Plat. Easements and rights-of-way reserved in Article VII shall then apply to the new exterior Lot lines.
4. Dwelling Floor Space. Each Lot shall contain no more than one (1) residential dwelling containing the minimum floor space as follows:
 - a. One-story dwelling- 1800 square feet
 - b. One and one-half story dwelling 2000 square feet

No dwelling on any Lot shall have more than two stories as measured from grade and above. In calculating the minimum floor space, only the heated area of the dwelling shall be included. Any area comprising porches, garages,

- breezeways, porte-cocheres, unfinished attics, and unfinished basements shall be excluded.
5. Garages. No garage other than original construction shall be erected on any Lot.
 6. Detached Structures. No detached outbuilding or other structure shall be erected on any Lot.
 7. Building and Zoning Codes. All structures must comply with all applicable building and zoning codes.
 8. Swimming Pools. No swimming pools may be erected or constructed on any Lot, whether above or below ground, whether temporary or permanent.
 9. Obstructions to View at Intersections and at Driveway, Entrances to Streets. Vegetation shall not be permitted by any Owner to obstruct the view at street intersections or at driveway entrances to streets.
 10. Delivery Receptacles and Property Identification Markers. The Architectural Committee shall have the right to approve the location, color, size, design, lettering, and all other particulars of receptacles for newspapers or similarly delivered materials, and of name signs for such receptacles, as well as Lot identification markers.
 11. Use of Outbuildings and Similar Structures. No structure of a temporary or permanent nature, unless approved in writing by the Architectural Committee, shall be erected or allowed to remain on any Lot. In no event shall any trailer, camper, shack, tent, garage, utility building, shed, greenhouse, barn, or other structure of a similar nature be used as a residence, either temporarily or permanently; provided, however that this Section shall not be construed to prevent the Declarant from using sheds or other temporary on Lots during construction.
 12. Completion of Construction. The Architectural Committee shall have the right to take appropriate legal action, at law or in equity, to compel the immediate completion of any dwelling or other structure not completed within one (1) year from the date of commencement of construction.
 13. Animals; Pets; Livestock. No animals, livestock, exotic pets, poultry, or other fowl of any kind (whether domestic or exotic) shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats, or other small in-door household pets (ex. Parakeets, fish, hamster, gerbils) may be kept; provided, however, that they are not kept, bred, or maintained for any commercial purposes. "Reasonable number" shall mean not exceeding three (3) pets outdoors at any time. Any household pets may not constitute a nuisance or cause unsanitary conditions. Any such pets shall be secured upon the

Owner's Lot so as to prevent them from trespassing upon other Lots in the Development. All applicable local laws or regulations, including leash laws, shall be observed.

14. Offensive Activities. No noxious, offensive, or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon or any substance, thing, or material be kept thereon which is or may cause any noise or foul or obnoxious odors or become an annoyance or nuisance to the Owners of other Lots or that will or might disturb the peace, quiet, comfort, or serenity of other Owners. The Board of Directors shall establish rules and regulations for the enforcement of this Section.
15. Signs. No advertising signs or billboard shall be erected upon any Lot. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots during the initial construction of residences on Lots, nor for sale realty signs. In addition, the provisions of this Section shall not apply to anyone who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale of a Lot or as a transferee pursuant to any proceeding in lieu of foreclosure so long as such signs are approved by the Architectural Committee.
16. Fences. The only fences allowed are 4 feet high, rod iron fences. Any modifications requested must be approved by the Committee.
17. Decorative Yard Ornamentation. No decorative statues, birdbaths, fountains, ornaments, figurines, or any other decorative structures or items are permitted in the front or side yards of any Lot without prior approval from the Association.
18. Maintenance. The Association shall keep and maintain the Lots in regard to lawn maintenance. The Owner shall keep and maintain the dwelling and any improvements thereon in good condition and repair, including, without limitation repairing and painting (or other appropriate external care) of all structural improvements. The Architectural Committee shall have the power and responsibility of enforcing this Section.
19. Antennae Satellite Dishes and Disks. No antennae, satellite dishes or disks, ham radio antennae, or antenna towers for receiving or transmitting radio, television, or other electronic transmission shall be permitted to be placed or used upon any Lot, except for small television receiving disks, not exceeding eighteen (18) inches in diameter, attached to or ground mounted immediately adjacent to the rear of the residence on a Lot. No antennae, satellite dishes or disks, ham radio antennae or antenna towers shall be mounted on the roof, front or side of a residence on a Lot.

20. Playground Equipment and Basketball Goals. No basketball hoops or goals, whether free-standing, removable or attached to mounts shall be placed in or on any street, road, right-of-way, side walk, front yard, driveway, easement, or attached to the front or side of residences or garages. All playground equipment, including without limitation, sandboxes, children's wading pools, swings, gym sets, soccer goals, volleyball, or badminton nets, shall only be placed or kept in the rear of residences and shall not be placed or kept in front or side yards.
21. Motorized Vehicles. No commercial recreational, or disabled vehicles, boats, jet skis, boat trailers, motorcycles, motor homes, trucks, buses, vehicles on blocks or any like equipment or mobile or stationary trailers of any kind shall be kept, stored, or parked overnight either on any street or on any Lot, except for construction or sales trailers or other vehicles used by Declarant and its agents and contractors and except for such designated parking areas as the Board of Directors may establish by rules and regulations. Notwithstanding the foregoing, passenger automobiles may be parked only in designated parking spaces. All Motor vehicles must be equipped with functioning mufflers to maintain the lowest possible noise level when operated.
22. Construction Debris Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All construction debris and litter shall be maintained in a manner that prevents any hazardous condition and/or distribution to any other Lot. All construction debris and litter shall be removed within fifteen (15) days of construction completion. No other garbage and refuse shall be kept or allowed to accumulate on any Lot except in sanitary containers designed for that purpose.
23. Changing Elevations. No Owner shall excavate or extract earth for any business or commercial purpose from any Lot. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, approved in writing by the Architectural Committee.
24. Tanks. Fuel oil and gas tanks may not be installed on any Lot. Small fuel containers for grills, tools, and like implements may be kept on Lots.
25. Clotheslines and Garbage Cans. Exterior clotheslines are not permitted on Lots. Garbage cans and equipment shall be screened to conceal them from view of adjacent Lots and streets. No garbage incinerators shall be permitted on any Lot.
26. Firearms and Weapon Discharge. Any firearm or weapon discharge or release, other than for defense or protection of one's life or property, is strictly prohibited on any and all Property in the Development. Firearms and weapons shall include, without limitation, rifle, gun, pistol, shotgun, black

powder gun, pellet or BB gun, bow and arrow, crossbow and arrow, and any other weapon from which any bullet, shot, or projectile may be discharged or released.

27. Model Homes. Declarant and/or SK Builders shall have the right to construct and maintain model units on any of the Lots. The model home shall be maintained by SK Builders – including all yard maintenance until it is sold.
28. Aesthetics. Natural Growth. Screening. Trees which have a diameter in excess of six (6”) inches measured two (2’) feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior written approval of the Architectural Committee.

Article X General Provisions

1. Enforcement by Fine; Lien; Court Action; Foreclosure of Lien. The Association or any Owner, shall have, the right to enforce, by any proceeding at law or in equity, all or any provisions of this Declaration including, without limitation, all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration as amended. Failure of the Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter and such failure shall not be deemed acquiescence in any breach of this Declaration. Each Owner shall have all appropriate remedies at law or in equity to enforce the provisions of this Declaration and the By-Laws of the Association and any duly authorized rules and regulations governing the Development against the Association.
2. Severability. Invalidation of any of the terms and conditions or provisions of this Declaration by final judgment or a court of competent jurisdiction shall not affect any other provisions which shall remain in full force and effect.
3. Amendment. This Declaration may be amended prior to January 1, _____,
4. only by an instrument signed by the Owners of not less than ninety (90%) percent of the Lots and by the Declarant, so long as the Declarant owns any Lots. After January 1, _____, this Declaration may be amended by an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots. The Declarant may amend this declaration any time prior to the Association taking control.
5. Duration. This Declaration and its covenants and restrictions shall run with and bind the land until January 1, 2030, after which time they shall be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, Declarant, by and through its authorized representative, has caused this instrument to be executed the day and year first above written.

Witness:

Granite Development

By:

By: _____

Title: _____

And: _____

Title: _____

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENVILLE

Personally appeared before me the undersigned witness, who says on oath that (s)he saw the within named officer of Granite Development, LLC. sign, seal, and as the act and deed of said corporation, deliver the within written Declaration of Covenants, Conditions, Restrictions, and Easements for Rocky Creek Estates, and (s)he with the other witness witnessed the execution thereof.

Sworn to before me this _____
_____ day of _____, 2017.

Notary Public for the State of South Carolina
My Commission Expires:_____

