

AMENDED AND RESTATED RESTRICTIVE COVENANTS FOR COLONIAL ACRES

WHEREAS SK Builders, Inc., (hereinafter "Declarant") is the owner of property known as "Colonial Acres" being fully described on Exhibit A attached hereto (hereinafter "the Property"); and

WHEREAS Declarant wishes to foster the attractiveness of the property, prevent future impairment thereof, to preserve, protect and enhance the values and amenities of the Property;

Now, therefore, Declarant hereby declares that all of the Property 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

1. The Property shall not be used nor shall any portion thereof be used for any purpose other than single family residential purposes. No mobile home, trailer, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a permanent residence.
2. No Lot may be re-subdivided or re-cut.
3. The amount of fully enclosed, heated floor area, exclusive of porches, garages, and basements devoted to living purposes shall, in each unit, total not less than Two Thousand (2000) square feet of heated, above-ground living space. No residence shall be more than two stories in height.
4. When the construction of any building has begun, work thereon must be pursued diligently, and it must be completed with a reasonable time, but not to exceed one year from the date the building permit is obtained from the county. Declarant reserves the right to approve any building plan, both in structure and in location, for any separate garage or utility building so long as Declarant is the owner of any Lot within the Property. Any separate garage or utility building must complement the design and construction of the single family dwelling on the lot and be built to the rear of the main residence or to the side of the main residence. Separate garages or

utility buildings must be constructed of like materials as the house and with vinyl siding to match the house in color.

5. Any fence erected must be no closer to the back lot line than the back corner of the residence. Charleston Style Wood fencing shall be permitted from the rear corner of the residence toward the rear of the lot provided that the height does not exceed six (6) feet.
6. No disabled vehicle, unsightly machinery, or other junk shall be placed on any tract, either temporarily or permanently. No vehicle which does not have a current license plate or sticker on it shall remain on the premises for more than thirty (30) days unless garaged.
7. No Lots shall be used for any commercial purpose or business of any kind, including but in no way limited to raising livestock, commercial poultry hogs, dairy, or auto or truck mechanics. No noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property or any part thereof, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the remaining tracts or their owners.
8. All domestic pets must not be allowed to adversely affect wildlife. Pets must be confined to owner's property. No Lot shall have more than two (2) dogs and two (2) cats.
9. Any fuel storage tank, satellite dish, antenna, ham radio towers or other electronic receiving or transmitting devices shall be placed or maintained on the rear or side portion of the Lot.
10. No signs shall be displayed on the property, except a "For Sale" or "For Rent" sign, which shall be no more than three feet by four feet.
11. All garbage or trash containers shall be placed out of view of the road except for trash day pickup and shall be secured from scattering by animals.
12. SHARED ACCESS DRIVE.
The Shared Access Drive(s) shown on a map or plan entitled Subdivision of Colonial Acres, dated _____ and recorded in the ROD Office for Greenville County in Plat Book _____, at Page ____ that comprise parts of all Lots as shown on the aforementioned map shall be used for the purposes of ingress and egress to and from _____ by vehicular and pedestrian traffic and for the installation, maintenance, repair, and

replacement of utility line (including lines for storm water discharge, electric, cable, telephone, sewer, water and other residential utilities) together with any appurtenances related thereto (hereinafter referred to as "Utilities") in order to furnish utility services to the Lots.

The owners of the Lots (hereinafter referred to as "Owners" and individually referred to as "Owner") shall have the right in common with the other Owners to enter on, over, under and through the Shared Access Drive for the purpose of construction, installation, maintenance, repair and replacement of the driveway and of Utilities, provided however, that any Owner/Owners who shall do any work or have any work done affecting the Shared Access Drive upon completion of the work shall repair that portion of the Shared Access Drive to the condition that existed prior to such Owner's entry (except for any work done pursuant to the rights created herein) and shall at all times keep so much of the Shared Access Drive open so that vehicular and pedestrian traffic shall have access from _____ to the Lots.

When utilizing the Shared Access Drive the Owners shall do so as expeditiously as possible and in such manner as will cause the least possible disturbance to other Owners.

The Owners may continue to use the Shared Access Drive in any way that will not prevent the use of the Shared Access Drive by any owner for the purposes described herein. The Owners shall not erect or allow any structures to be erected on the Shared Access Drive, nor shall they plant or allow to be planted or grown any large trees or any other obstructions which would prevent the use of the Shared Access Drive by the Owners. Nothing contained in this paragraph shall diminish the rights and obligations of the owners which are established in this Declaration.

MAINTENANCE AND REPAIR OF SHARED ACCESS DRIVE.

The Owners shall maintain the Shared Access Drive in its present condition or in the condition to which it is improved from time to time, free and clear of obstruction, shall repair the same as necessary, shall keep the same reasonably free and clear of ice and snow, and shall keep the Shared Access Drive insured with respect to liability. The cost of all necessary repairs, thereon shall be paid equally by the Owners. Each Owner shall be responsible for a proportional share of such cost computed by dividing on by the number of lots served by the driveway over the Shared Access Drive (a "Required Share"). Notwithstanding the foregoing, no owner shall be responsible for any expenses hereunder until a Building Permit has been obtained from the County of Greenville to construct a building upon his lot. Therefore, when computing an Owner's Required Share hereunder, the lots for

which no Building Permit has been issued shall not be included in the number of lots served by the driveway over the Shared Access Drive.

The cost of maintenance, repair and replacement of Utilities within the Shared Access Drive shall be borne by the specific Owner/Owners whose individual lot/lots is/are benefited by such Utilities and if more than one Owner is benefitted, then such cost shall be borne on an equal basis. Once Utilities are installed in the Shared Access Drive, then any of the Owners shall have the right to "tie in" to the Utilities, provided that they shall do so in a good and proper manner without damage to the Utilities. (The cost of the original installation of Utilities shall be paid by the Owner desiring said installation.) The obligations created in this paragraph deal with maintenance, repair and replacement.

