

**PEBBLE RIDGE HOMEOWNERS ASSOCIATION
(PEBBLE CREEK DEVELOPMENT, Phase IV, Section II)
(P.O. Box Number 1022)
Taylors SC 29687**

COVENANTS, CONDITIONS AND RESTRICTIONS

These Covenants replace the original Covenant and all their subsequent amendments.

**They were adopted at the sixteenth Annual Meeting of PRHA
PEBBLE CREEK DEVELOPMENT, PHASE IV, Section II or November 9, 1999.**

**Original Covenants were adopted July 25, 1979 and subsequently amended several times.
They were originally registered by RMC August 24, 1979.**

PEBBLE RIDGE HOMEOWNERS' ASSOCIATION
COVENANTS, CONDITIONS AND RESTRICTIONS
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**RATIFICATION OF REPLACEMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PEBBLE CREEK DEVELOPMENT, PHASE IV, SECTION 11**

THIS RATIFICATION OF "Declaration of Covenants, Conditions, and Restrictions," recorded at the Greenville County Register of Deeds office on February 15, 2000, in Deed Book ____ at Page ____, made on the date hereinafter set forth by PEBBLE CREEK HOMEOWNERS' ASSOCIATION of PEBBLE CREEK DEVELOPMENT, PHASE IV, Section II, A CORPORATION, henceforth to be known and referred to as PEBBLE RIDGE HOMEOWNERS' ASSOCIATION, hereinafter referred to as PRHA.

WITNESSETH:

WHEREAS, PRHA is a corporation formed to represent the interests of certain property in the County of Greenville, State of South Carolina, as shown in the map of Pebble Creek Development, Phase IV, Section II in Appendix A to these Covenants, and which is more particularly described as:

All those certain pieces, parcels, or numbered lots of land collectively known and designated as Pebble Creek Development, Phase IV, Section II, a plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7C at pages 46 and 47 on August 14, 1979.

Now, therefore, all numbered residential lots in Pebble Creek Development, Phase IV, Section II shall be held, sold and conveyed subject to the Covenants, Restrictions and Easements recorded in Greenville County RMC Office in Deed Book 1110 at Page 57, subject to such amendments, deletions and clarifications as are set forth herein, which delete these Covenants, Restrictions and easements for PEBBLE CREEK DEVELOPMENT, Phase IV, Section II, recorded August 24, 1979.

THIS DECLARATION OF COVENANTS , CONDITIONS AND RESTRICTIONS ARE NOT INTENDED TO CHANGE OR AMEND THE RESTRICTIONS FOR PEBBLE CREEK DEVELOPMENT, PHASE IV, SECTION I, RECORDED IN DEED BOOK 1110 AT Page 57.

ARTICLE I
DEFINITIONS

Section I1. “**PRHA**” is the abbreviation for Pebble Ridge Homeowners’ Association.

Section I2. “**Pebble Ridge**” is the preferred reference name for the subdivision formed and defined as the total development area referred to as “Pebble Creek Development, Phase IV, Section II” and its constituent parts as established originally by the Developer and shown on the plates recorded in the RMC Office for Greenville County In Plat Book 7C at pages 46 and 47 and as updated in Greenville County Tax Map Number 526.3, as shown in Appendix A.

Section I3. “**Owner**” shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any numbered lot in Pebble Ridge.

Section I4. “**Lot**” shall mean and refer to any plot of land intended for a single-family residence shown upon the plats, referred to in Section 1.2 above, of Pebble Creek Development, Phase IV, Section II. “**Dual Lot**” is where two adjoining lots are owned by a single owner but they contain only one home. The resulting dual lot is considered and assessed, as only one lot.

Section I5. “**Board**” shall mean and refer to the PRHA board of Directors. The election, composition, member’s individual titles, powers, and duties of the Board are set out in the Bylaws.

Section I6. “**Eligible Votes**” shall mean and refer to votes of current bona fide PRHA assessed lot owners. There are currently 83 numbered lots in Phase IV-Section II but the number of assessed lot owners is reduced from 83 by the number of dual lot owners, as appropriate at the time of vote casting.

Section I7. “**Bona Fide Lot Owner**” shall mean a Lot Owner who has paid all annual dues and special assessment, past and current, within the time-allotted for payment.

Section I8. “**Assessed Lot**” shall mean that the plot of land counts as one unit sharing common expenditures as directed by the Board in proportion to the current total number of lots comprising Pebble Ridge.

Section I9. “**Resident**” shall mean and refer to any and all person(s) actually occupying a dwelling unit whether or not said person is, or persons are, the owner(s) of the dwelling unit.

Section I10. “**Easement**” shall mean and refer to any area of land shown or recorded on any subdivision plat or map which is expressly devoted to use for drainage, utilities, access or other service purpose, said areas being restricted in use as is necessary to protect their essential purpose.

Section I11. “**Street**” shall mean and refer to any land within a right of way dedicated to the public for use as a public street.

Section I12. “**Front Lot Line**” shall mean and refer to the property boundary line of any lot abutting and lying parallel to a Street and separating the lot from a Street right-of-way.

Section I13. “**Front Yard**” shall mean and refer to that area on any Lot lying between the Front Lot Line and Front Building Set Back Line as established on a final subdivision plat or otherwise established by ordinance or by these restrictions.

Section I14. “**Side Lot Line**” shall mean and refer to the property boundary line of any Lot which is not a Front Lot Line, but extends to and intersects a Front Lot Line.

Section I15. “Side Yard” shall mean and refer to that area on any lot lying between the Side Lot Line and side building set back line as established on a final subdivision plat or otherwise established by ordinance or by these restrictions.

Section I16. “Rear Lot Line” shall ordinarily mean that Lot line which is opposite and most distant front the Front Lot Line. In the case of a triangular or otherwise irregularly shaped Lot, a line (10) feet in length within the Lot, parallel to and at the maximum distance from the front Lot Line, or a chord thereof if the Front Lot Line is curved, shall be considered as the Rear Lot Line.

Section I17. “Rear Yard” shall mean and refer to that area on any Lot lying between the rear lot and rear set back line as established on a final subdivision plat or otherwise established by ordinance or by these restrictions.

Section I18. “Dwelling” or “Dwelling Unit” shall mean and refer to a fully enclosed structure located on a Lot and used for human habitation. **“Main Dwelling Unit”** shall mean and refer to any such structure used as a principal residence.

Section I19. “Annual Dues” is the annual amount to be paid by each owner of an assessed Lot with the purpose of providing funds for maintaining and improving the Pebble Ridge subdivision in accordance with Section III. 1.2.

Section I20. “Building Set Back Line” shall mean, and refer to, the line as established on a final subdivision plat otherwise established by ordinance or by these restrictions.

Section I21. “Bylaws” shall mean, and refer to, the current Bylaws of PRHA. Their intent is to supplement the contents of the Covenants, where appropriate, by interpreting the intent of, and the procedures to be adopted in the administration of, the Covenants.

ARTICLE II

AMENDMENTS OF THESE COVENANTS

These Covenants, Conditions and Restrictions (hereinafter referred to as Covenants), may be amended by receiving a simple majority of all eligible votes, cast in person or by proxy, at an Annual or Special Meeting PRHA at which a quorum (as specified in Section III.5 below), is present in person or by proxy. Proposals for amendments may be made in writing to the Board by fifteen (15) or more lot owners or by two (2) or more Directors. At the recommendation of the Board, the President shall appoint a committee to study proposals for amendments and to make it recommendations to the meeting of PRHA at which the amendments are to be considered. Proposals for amendments of these Covenants shall take into consideration whether the Bylaws shall also require to be amended; particularly Article III of these Covenants which deals with PRHA, and which is covered in detail by the Bylaws. The text of the proposed amendments shall be included in the notice of the meeting at which the amendments will be considered. All amendments to these Covenants shall be recorded in RMC Office for Greenville County.

ARTICLE III

PEBBLE RIDGE HOMEOWNERS ASSOCIATION

Section III. 1. Descriptions and Purpose

III.1.1. Description. PRHA was incorporated as Pebble Ridge Homeowners Association of Pebble Creek, Inc. under South Carolina Eleemosynary Charter No. 19,865 on September 12th, 1984. The corporate charter was revised by the action of the PRHA annual meeting October 20th, 1989. PRHA files its SC tax returns as a non-profit corporation and its federal tax returns as a homeowners’

association. Its exempt functions income--payments of assessments by lot owners--are not taxed when at least 90 percent of its expenses are spent association property, where that property is residential. To meet tax requirements as a homeowners' association the following conditions must be met:

- (a) There must be a covenant relating to the area's appearance or maintenance that applies to all property.
- (b) There annual dues imposed on each association member for maintaining this property, and
- (c) Membership in the association is a condition of every person's ownership of such property. PRHA is not organized for, and shall not be operated for, pecuniary gain or profit and shall have no capital stock.

III.1.2. Purpose. PRHA was organized, and these Covenants were established, to benefit Pebble Ridge Development, Phase IV, Section II and the owners of its lots by protecting the value and desirability of its property. In addition, it is the desire of PRHA to work in cooperation with Pebble Creek Country Club and other homeowners' associations in the Pebble Creek area. A detailed list of services provided PRHA is given in Section IV.2 of the by Bylaws.

Section III.1.2. Membership. Every person or entity who/which is an owner of record of a fee or undivided fee interest in any lot in Phase IV, Section II shall be a member of PRHA. Ownership of such a lot is the sole qualification for membership of the PRHA, and lot owners shall continue as members until their lot is sold.

Section III.3. Meetings.

III.3.1 Annual Meetings. Annual meetings shall be schedule, called and conducted in accordance with the Bylaws. Administration powers are vested in the Board whose composition, members titles and duties are defined in the Bylaws

III.3.2 Special Meetings. Special meetings shall be called and conducted in accordance with the Bylaws.

III.3.3 Notice of Meetings. Notice shall be given of all meetings in accordance with the Bylaws.

III.3.4 Conducting a Meeting. Meetings shall be conducted in accordance with Robert's Rules of Order, except where directed specifically otherwise by the Covenants or Bylaws.

Section III.4. Voting Rights. Each PRHA lot owner shall be entitled to exercise one vote (called "eligible" votes herein) for each assessed lot, which qualifies the owner as a member of PRHA. To possess an eligible vote, a member must have bona fide membership status which requires that all dues and assessments on the lot have been fully paid. Each assessed lot held by one or more persons and/or entity shall have only one vote, to be exercised as the lot owners determine between/among themselves. Details on proxies, voting by mail, and counting of votes shall be as contained in the Bylaws.

Section III.5. Quorum. A quorum at Annual and Special Meetings shall consist of 25 percent of the eligible votes present in person and by proxy. A quorum is the minimum number of eligible votes necessary to conduct a legal meeting. However, as stated in Section III.6 below, the approval of some types of motions requires that the number of eligible votes present and by proxy be considerably in excess of the quorum minimum. If the required quorum is not satisfied, the meeting cannot proceed. A further meeting may be called, subject to the same notice and quorum requirements as for the first meeting. If, after two consecutive attempts to hold a properly convened and constituted meeting have failed by virtue of inability to form a quorum, the normal quorum rule may be suspended by a two thirds majority of

those attending and voting at the second meeting and the meeting may then proceed legally with a quorum being considered as the number who voted for the meeting to proceed.

Section III.6. Votes required passing a Motion. The adoption of a routine motion requires a simple majority of votes cast in person or by proxy. Approval of the following types of motions requires more than a simple majority of the votes cast:

- (a) Special Assessments: A simple majority of the Board.
- (b) Amendment of these Covenants: A simple majority of all eligible votes at an Annual or Special Meeting whose agenda must include details of the proposed amendment (See Article II above).
- (c) Amendments of the Bylaws: A simple majority of all eligible votes at an Annual or Special Meeting whose agenda must include details of the proposed amendment. See Section III.8 below, and Section XII of the Bylaws.
- (d) Dissolution of PRHA: Two-thirds majority of all eligible votes at an Annual or Special Meeting whose agenda must include details of the proposed amendment. (See Section III.10 below).
- (e) A merger into, or secession from, PRHA of other areas: 90 percent of all eligible votes at an Annual, or Special, Meeting whose agenda must include details of the proposed action. (See section III.9 below).

Section III.7. Dues and Special Assessment of Lots.

III.7.1 Purpose. Annual Dues and Special Assessments shall be used to maintain and improve the appearance and value of the Pebble Ridge subdivision, and to promote the welfare, safety, health, and enjoyment of its residents.

III.7.2 Annual Dues. Annual dues are estimated and submitted by the Board for approval at each Annual Meeting, based on a proposed budget for the incoming year. The annual budget and estimated dues shall require approval by a majority of votes cast in person or by proxy with a quorum present. (See Section III.6, above). Dues shall be fixed at a uniform rate for each lot and must be paid on each lot except where, as decided by Board agreement that two lots conform with the definition of a dual lot, the Dues amount applicable will be as for only one lot. A lot held by one or more owner and/or entity is the responsibility of each of the owners. New lot owners shall be assessed for the portions or the portion of the year during which they owned the lot, unless the previous owner has paid the full year's dues.

III.7.3 Special Assessments. In addition to the Annual Dues, the Board may levy Special Assessments without the sanction of a Meeting, but these may be subject to a maximum amount if so specified in the Bylaws. Assessments shall be fixed at a uniform rate for each lot and must be paid on each lot except where, as decided by Board agreement, two lots conform to the definition of a dual lot, and only one Assessment is applicable. A lot held one or more owner and/or entity is the responsibility of each of the owners. New lot owners shall be assessed for the portions or the portion of the year during which they owned the lot, unless the previous owner has paid the full year's assessments.

III.7.4. Notification of Annual Dues and Special Assessments. The Treasure shall, within three weeks of the adoption of the Annual Dues or Special Assessments, send a notice by mail of the Dues or Assessments to each lot owner at the last known address. Dues are for calendar year and shall be due and payable within six weeks following the mailing date of the notice. The Board has the discretion to recommend a reduction in owner's dues if prepaid at the Annual Meeting by a homeowner in attendance at that meeting. The due date for each Assessment payment shall be specified in the motion dealing with adoption of the Assessment. Lot owners must be advised in writing of the amount involved and the purpose for the which it is assessed, and it shall be due and payable within six weeks following the mailing date of the notice.

III.7.5. Liability for Annual Dues and Special Assessments. Each owner of a Pebble Ridge lot, by accepting a deed for the lot, whether or not it is expressed in the deed, covenants and agrees to pay to PRHA all Annual Dues and Special Assessments together with any interest, charges, late fees and/or attorney fees incurred as a result of late or delinquent payments.

III.7.6. Late payment of Annual Dues and Special Assessment. Dues and Assessments not paid in full by the due date shall be charged interest on the amount outstanding, beginning with the first day after expiration of the six weeks period following the mailing date of the relevant notice. Interest shall be charge at the rate of (1) percent per month on the unpaid balance, including the unpaid Dues or Assessments, accrued interest, late fees, postage and other incurred charges and/or attorney fees. Unpaid balances are a charge on the lot, are a continuing lien on the Lot, and shall be the personal obligation of the person(s) or entity (entities) owning the Lot. Dues and Assessments overdue for more than three months may, upon the decision of the Board, result in a lien being placed upon the property, action at law against the owner (s), and/or foreclosure of the lien again the property. No owner may waive or otherwise escape liability for the Dues or Assessments by abandonment of the Lot. The lien shall not affect the rights or liens of other lien creditors.

Section III.8. Bylaws. PRHA shall adopt Bylaws whose purpose is to provide details on the organization and operation of PRHA and on the duties and responsibilities of the Board, Officers and Committees. In the event that should any item in the Bylaws conflict with the Covenants, shall prevail and the Board shall take the necessary steps to amend the Bylaws.

Section III.9. Dissolution of PRHA. The motion to dissolve the PRHA Corporation shall be made at an annual or special meeting, and shall include a statement on the distribution of the assets, as described in Section XIII of the Bylaws. The motion shall include the statement that the dissolution motion shall be voted on at a special meeting to be called in not less than four weeks nor more than eight weeks. At the special meeting, approval of the motion to dissolve the Corporation requires a two-thirds (2/3) majority of all eligible votes east in person or by proxy, and further assent to the dissolution shall be required by not less than two-thirds (2/3) of the members of PRHA signing a copy of the dissolution motion.

ARTICLE IV

ARCHITECTURAL CONTROL

Section IV.1. Architectural Control Procedures

IV.1.1. Board Procedures and Duties. The Board shall receive, and conduct reviews of request by PRHA lot owners for all architectural matters which require Board consent in accordance with application of controls as set forth in this article. The Board may appoint a Committee whose function is to conduct an initial review of each application and advise the Board upon its degree of conformity to these Covenants. The Board shall advise each applicant in writing of its acceptance or rejection of each application. The Board's written consent is required before any development work may be started.

IV.1.2. Board Approval and Authorization Required. No Building, fence, wall or other structure shall be commenced, erected, or placed, nor shall any exterior additions to, changes, or alterations of these items be made until proper plans and specifications showing the nature, kind, shape, height, materials, paint colors, and location shall have been submitted to the Board, approved by them and subsequently authorized to proceed by their written permission. The approval shall consider the harmony of external design and location in relation to surrounding structures and topography as well as conformity with the Guidelines. Guidelines are available from the President and the Secretary of the Board. They should be consulted at the planning stage to avoid misunderstanding and delays. These guidelines are contained in a document "Design Review Standards, Architectural Site Development, Landscape, and

Controls for Pebble Creek Development, Phase IV, Section II". Board action to eliminate violations for this Article shall follow procedures in Article VII, below.

IV.1.3. Failure to Approve and/or Authorize. The Board is required to consider the application and advise the applicant in writing of non-conformity with its requirements within 30 days of receipt. After any necessary corrections the application may be resubmitted and the procedure restated. On repeat submission(s) the 30-day processing period and rules again apply. If the Board fails to approve and authorize, or to reject the proposal in writing, within a period of 30 days from its receipt, approval and authorization shall not be required and these requirements will be deemed to have been complied with fully. Any act, which requires conformity with this section, carried out without adherence to these procedures will be held to be in contravention of the Covenants with no statutory time limit on the Board's right to enforce the Covenants as in Article VII, below.

IV.1.4. Owner's Right of Appeal against Disapproval. If the Board disapproves of the owner's proposal and the owner feels that the application is in conformity with the Design Guidelines, the owner has the right to appeal to the Board for reconsideration of its decision. No modifications to the original proposal will be considered by the Board in the appeal. However, a modified proposal may be submitted to the Board as a new application.

Section IV.2. Building Restrictions. This entire Article IV imposes building restrictions or protective covenants on the numbered lots in Phase IV, Section II as recorded in RMC Plat Book 7C at pages 46 and 47, on August 14, 1979. These Covenants are to run with the land and shall be binding on all owners of Phase IV, Section II lots.

Section IV.3. Single family Houses. All lots in Phase IV, Section II shall be used for only single family, detached, residential dwellings. No prefabricated structures shall be permitted, (see Section IV.4.2). They shall not be used for commercial or business purposes.

Section IV.4 New House Construction: House Additions and Modifications

IV.4.1. Completion of Construction. Construction of a house shall be completed on the exterior within nine months, and the entire house shall be completed within-one year, after the footings are poured. Landscaping shall be reasonably completed within three months after the house is occupied. A fine of \$100, minimum, shall be imposed on the lot owner by the Board for each month's delay in completion of the construction or landscaping after their respective deadlines. The lien shall not affect the rights or liens of other lien creditors. Any fines shall be paid to the PRHA for use in the beautification of Phase IV, Section II. The Board may, on appeal for reasonable cause, waived or reduce any fine either before or after it accrues.

IV.4.2. Prefabricated Structures, Outbuildings and Appurtenances. All new houses shall be built in place. No prefabricated structures (with the sole exception of individual roof trusses), nor structures moved from another location shall be placed or erected in Phase IV, Section II. No separate outbuildings (including storage sheds, hot houses, cabanas, gazebos, tree houses and/or detached decks) shall be constructed, erected or placed on any lot in Phase IV, Section II without written formal approval by the Board in advance of construction or placement. Similar restrictions apply to appurtenances, mounted on the house or on the lot, such as antennae, dishes, solar panels or other protuberance affecting the symmetry and/or appearance of the house as originally authorized for construction. Nothing in these Covenants shall be construed to permit contravention of applicable County Building Regulations.

IV.4.3. Floor Space Requirements. Minimum floor space requirements of houses built in Phase IV, Section II are as follows:

One Story	1700 sq. ft.
Two Story (at least 1100 sq. fit of heated area shall be on the main level.	1900 sq. ft.
One and One Half Story (at least 1100 sq. ft. of Heated area shall be on the main level).	1900 sq. ft.
Split Level (at least 1100 sq. ft. of heated area shall be on the main level.)	1900 sq. ft.

Floor space calculations shall include only the heated areas. Porches, garages, breezeways, attics and full or partial basements are excluded from the calculations of floor space.

IV.4.4. Setback Lines. No building or structure of any kind shall be located on any Lot nearer to a Front Lot Line, or a Rear Lot Line, or a Side Lot line than the minimum building setback line shown on the recorded plat or any portion thereof. No building or structure shall be erected nearer to a Side Lot line than ten (10) feet or a distance equal to ten percent (10%) of the Lot measured at the Building Setback Line, whichever is the greater. For the purpose of this Covenant, open steps and open porches shall not be considered part of a building, provided that this provision shall not be construed to permit any portion of a building, open steps or open porches, to encroach upon another Lot or an Easement. In special circumstance the Board may waive the requirements of this Section and the recorded plat, provided that such waiver does not exceed ten percent (10%) of the minimum setback requirements.

IV.4.5. House Facing Street, Recutting Lots. The front of all houses shall face towards the street along which the Front Lot Line is marked on the recorded plat. Houses on corner lots are irregularly shaped lots shall face the direction determined and established in each instance, and approved in writing by the Board. No Lot shall be recut without the written consent of the Board.

IV.4.6. Garages and Driveways. All houses shall have, and maintain, a garage adequate in size to accommodate a minimum of two, and maximum of four, passenger cars. The garage shall be directly attached to, or be integral with, the house (under or abutting), unless an exception is made in writing by the Board prior to commencement of construction. Carports are not permitted. No garage shall be used as a temporary or permanent residence, and its orientation in relation to the street must be approved in writing by the Board. All garages shall be enclosed with solid walls on three sides and have one or more vehicle access doors fully covering the entrance/exit side. Harmoniously arranged windows and/or personnel access doors are permissible in the solid walls. The total areas of all driveways shall be paved with plant mix concrete. Driveways for all lots located adjacent to Stallings Road shall enter from, and exit onto, a subdivision street and in no case enter from, or exit onto, Stallings Road. The purpose of this provision is to preserve a buffer zone between the subdivision and Stallings Road.

IV.4.7. Curbing. Lot owners shall be responsible for replacing any street-curbing removed or damaged during house, driveway or sidewalk construction initiated by the Lot owner. Cutting, alteration, replacement or refinishing of street curbing shall be performed by a contractor approved by the Board. The completed work must be passed as satisfactory by the Committee.

IV.4.8. Utility Systems. All utility systems including, but not limited to, water, sewer, electric power, gas, telephone and cable TV, shall be place underground within Phase IV, Section II, except for above-ground transformers, main switchgear, fire hydrants, telephone and cable TV terminal boxes and other equipment where above ground access is necessary for the operation of the underground systems.

IV.4.9. Sewage Disposal. All sewage disposals shall be by a system approved by the State Department of Health and Environmental Control.

IV.4.10. Security Lights. The installation of a free-standing security light (called “outside light” by Duke power Co.) shall be the written consent of immediate neighbors, who would be in view of the light, filed with the Board prior to its installation. The pole and fixture shall conform to those already used for street lighting in Phase IV, Section II: 175 watts, 7500 lumens luminaire, with dark bronze finish, mounted on a 20 foot laminated and treated wood pole matching existing installations. It must be served by underground conductors conforming to the Utility Company specifications current at time of installation. Any floodlights mounted on houses or trees shall be orientated, or suitably shaded, to avoid shining directly into neighbors’ windows.

IV.4.11. Swimming Pools. All swimming and bathing pools shall be surrounded by a permanent, sightly fence conforming with the Guidelines set out in Section IV.12. and requests for installation and construction of pools and fences must be made in accordance with Section IV.1.2. of these Covenants.

IV.4.12. Fences and Walls. Fences or walls must conform with the Guidelines set out in the Section IV.1.2. and requests for their installation and construction must be made in accordance with Section IV.1.2. of these Covenants. In particular, no chain link or wire fence shall be approved. No fences shall be permitted in the front yard of any Lot, or at the rear of any Lot backing up to the Golf Course.

IV.4.13. Mail Boxes. All mail boxes and posts shall be of a type and design similar to that shown in Appendix B of these Covenants. The requirements of the U.S. Postal service are included in Appendix B. The Board can refer house owners to sources of mailbox post which meet these specifications.

IV.4.14. House Address Numbers. Each house shall have address numbers that are clearly visible from the street, and which are in accord with Greenville County Ordinance No. 1525, March 18, 1986, and any subsequent amendments thereto. Adoption of U.S. Postal Service requests is not required but is recommended. Owners may also have house numbers painted on the street curbing.

IV.4.15. Basketball Goals. Before installing basketball goals, Lot owners shall take into consideration their neighbors who are within hearing range: Note also Section V.10, below, on excessive noise level.

ARTICLE V

OTHER RESTRICTIONS AND REQUIREMENTS

Section V.1. Bird Sanctuary: Discharge of Firearms. Property within Phase IV, Section II is hereby declared to be a bird sanctuary. Hunting of any wild birds is prohibited. The discharge of firearms in Phase IV, Section II is prohibited. Violators are subject to action by the Board.

Section V.2. Maintenance of Houses and Lots. Owners/occupants shall maintain their houses and lots in good condition and repair. The front 10 feet of vacant lots shall also be maintained by the owner. No owner shall cause or allow any condition to exist which could increase the insurance rates of other houses. Owners/occupants shall keep their lots free of litter, tall weeds, tall grass, and rank vegetation (including Kudzu). Penalties for violations are contained in Greenville County Ordinance No. 2256, June 4, 1991, and any subsequent amendments thereto. Complaints under this Section should first be made to the Greenville County Substandard Housing office. This Environmental Control Ordinance encourages a clean, healthy, and aesthetically satisfying environment, free from nuisances, eyesores, unhealthy or devaluating condition, and which protects the health, safety, and welfare of residents and property owners. Upon receipt by the board of complaints of unsightly house or lot maintenance and care, the Board shall follow enforcement procedures outlined in Section VII.1., below in an attempt to remove the violation. The Board shall monitor vacant and untended lots and, after appropriate communication

with the lot owner(s), may for the general benefit of all lot owners, bring the lots into conformity with this section and add the costs to the assessment of the lot owner.

Section V.3. Noxious or Offensive Activities. No Noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done on any lot which may be, or become, an annoyance or nuisance to the neighborhood, or which may interfere with the rights, comfort, and/or convenience of other lot owners/occupants.

Section V.4. Burning Owners/occupants shall not burn, or cause to be burned, any item or substance on their lot unless written consent is first obtained from the appropriate fire control officials. Penalties for violations are contained in Greenville County Ordinance No. 2290, June 17, 1990, and any subsequent amendments thereto.

Section V.5. Regulations on Vehicles, Trailers, Commercial Equipment and Boats.

V.5.1. Vehicle Parking on Lots. No house trailer, mobile home, modular storage unit, commercial vehicle, or equipment used for any commercial purpose shall be placed on any lot either temporarily or permanently. Any camping trailer, boat, recreational vehicle, and/or similar equipment used for the personal enjoyment of a resident of a lot shall not exceed 16 feet in overall length and at all times shall be parked to the rear of the dwelling and shall not be parked in the front or side thereof. Such equipment shall not be made use of while on the lot and shall at all times be stored neatly and in an inconspicuous position. Only non-commercial passenger automobiles, vans and pickup trucks in operating condition with the then-current license plate may be parked overnight on any driveway. They may not be parked on the unpaved portion of a lot at any time. Repair and/or maintenance, of a motor vehicles and/or machinery, which lasts more than three days will not be made outside a garage and shall not be performed on a driveway or lot. The Board when dealing with these Covenant infractions shall be authorized to remove any such prohibited items from any lot in Phase IV, Section II at the owner's expense.

V.5.2. Vehicle Using Streets. No house trailer, mobile home, bus, disabled vehicle, equipment or vehicle used for any commercial purpose or vehicle without a current license plate, and no unsightly machinery or junk is permitted to park on any street in Phase IV, Section II, either temporarily or permanently except when actively providing a service to the lot or street. Parking on the street at road junctions, island and medians in such a manner as to restrict access for emergency vehicles is not permitted unless a driver is in attendance at all times and prepared to remove it immediately. Parking, either temporarily or permanently, is not permitted on any median or island at any time. Remedies for illegally parked items on streets are provided by Greenville County Ordinance No. 2256, June 4, 1991, and any subsequent amendments thereto. Repair and/or maintenance, of motor vehicles and/or machinery, shall not be performed on a street and, if lasting more than three days, shall not be made on any lot outside a garage. The Board when dealing with these Covenant infractions shall be authorized to remove any such prohibited items from any lot or street in Phase IV, Section II, at the expense the owner/occupant who parked or stored, or permitted the parking or storing, of the vehicle. The total cost of removal and storage shall be against the owner/occupant liable for such costs. Commercial trucks, pickup trucks, vans, and all types of buses shall not be parked overnight in driveways or streets in Phase IV, Section II. No trail bike, moped, motor scooter, motor cycle of other small motorized vehicle shall be operated within Phase IV, Section II, except on the streets and then only in conformance with State laws regarding the proper authorized use of such vehicles.

Section V.6. Antennas, Solar Panels, Clothes Lines and Flag Poles. No exposed antennas, TV dish antennas larger than 20 inches in diameter, or clotheslines shall be installed. Installation of flagpoles, solar panels of any dimensions, and/or TV dish antennas of no greater diameter than 20 inches shall require a formal request to, and the written approval of, the Board prior to installation. The

positioning and mounting of any permitted item should conform to the Design Review Standards referred to in Section IV.I.2, subject to the review and recommendations of the Board.

Section V.7. Fuel Tanks. All Fuel tanks or containers shall be covered or buried underground, consistent with normal safety precautions.

Section V.8. Signs. No sign or signs shall be displayed to public view, either permanently or temporality, on any lot or public right of way in Phase IV, Section II, except the following: (a) One sign of not more than four square feet in size, giving the name of the builder of a new house, house addition, or major repair during the active construction phase; (b) One dignified, professional sign of not more than four square feet in size, offering the property for sale, lease, or rent; (c) Permanent entrance signs on Stallings Road showing the name Pebble Ridge; (d) Small signs, advertising yard, garden or moving sales, may be place on other lots with the permission of the owner/occupant, and displayed for not more than two days, and shall be removed within 12 hours of the end of the sale by the individual who erected them; (e) Small election signs may be displayed with the permission of the owner/occupant for no more than two weeks in advance of an election, and shall be removed within one day following the election date. No electrical signs shall be permitted in Phase IV, Section II. Any sign in violation of this Section shall be subject to removal without notice at the direction of the Board. All permitted signs must comply with the requirements of Greenville County Ordinance No. 1551, June 9, 1986, and any subsequent amendments thereto. Complaints about signs violating this ordinance should first be made to the Greenville County Zoning Department.

Section V.9. Animals. A reasonable number of dogs, cats, birds and/or small caged pets may be kept on lots by owners/occupants. In accordance with Greenville County Ordinances, dogs and cats shall at all time be properly leashed, tethered, or confined within a lot by a structure erected with the prior approval of the Board. No dog runs are permitted. No other animals shall be kept, maintained, or quartered, on any lot. No vicious dogs shall be kept or permitted on any lot in Phase IV, Section II. Greenville County Ordinance No. 731 (as amended by Ordinance: 1645; 1954; 2130; 2325; and 2766, the latter dated Oct 3, 1995), and any subsequent amendments thereto, provides remedies and penalties for animals which are a nuisance to neighbors, for improper care of animals and for barking dogs. Any dog or cat taken, or allowed, outside the owner's/occupant's lot shall be on a leash held by an escort, and all animal droppings shall be collected immediately by the escort and disposed of in a sanitary manner. Owner's/occupant's complaints about violations should be first be made to the Greenville County Animal Control Officer listed in the Blue Pages of the telephone directory.

Section V.10. Excessive Noise. Owners/occupants shall not be cause or permit to be caused on their lots, or in the streets of Phase IV, Section II, noise levels, as measure at the limits of their lots, in excess of 70 decibels between 7 a.m. and 10 p.m., nor in excess of 60 decibels between 10 p.m. and the following 7 a.m., and shall not keep a pet which makes sufficient noise to interfere with the peace and quiet of the neighborhood (see Section V.9. above). Greenville County Ordinances No. 2110, May 1, 1990, (amended by No. 2599, August 2, 1994), and also No. 2588, June 21, 1994, and any subsequent amendments thereto, provide penalties for excessive noise, and lists exceptions such as construction, lawn moving, and tree cutting activities.

Section V.11. Cutting of Large Trees. It is the intent of these Covenants to encourage the maintenance of wooded lots, and normal trimming of trees is encouraged. No live, healthy tree with a diameter of six inches or more, as measured four feet above the ground, shall be cut without the written approval of the Board, unless the tree is within a driveway or its height and/or condition is such that it could endanger people, structures, or vehicles if it fell, and then only when prior notice of one week is given to the Board of the intent to remove it. If the Board disagrees that the situation does not warrant its removal, the lot owner/occupant will be held to be in contravention of the Covenant and be subject to a penalty to be imposed by the Board.

Section V.12. Lot owners and the Golf Course. The Golf course land adjoining Phase IV, Section II is the private property of Pebble Creek Country Club. Owners of lots adjoining the golf course property whether or not members of the Golf Club, are requested to discourage unauthorized persons, animals, and/or vehicles from trespassing on, or defacing, golf course property.

ARTICLE VI

EASEMENTS

Phase IV, Section II easements permit ingress, egress, installation, replacement, repair, and maintenance of all utilities, including water, sewer, gas, electric power, telephone, TV cable, and drainage facilities, as well as street lights, traffic signs, and street signs. A five-foot easement is reserved along all streets, as shown on the recorded plat of Phase IV, Section II. There are additional easements over the rear and side five feet of each lot, and drainage easements along creeks running through any part of a lot in Phase IV, Section II, as shown on the lot plat for the area. No buildings, trees, slabs, or other impediments shall be placed in or over these easements by owners/occupants, other than driveways and/or sidewalks. A golf and drainage easement is located along the rear line of all lots adjacent to the golf course, as shown on the recorded plats. A twenty (20) foot beautification and drainage easement is located along the rear lines of all those lots adjacent to Stallings Road as show on the recorded plat. The purpose of this strip is to provide a buffer zone between the subdivision and Stallings Road. No trees shall be cut within this area without the prior written agreement of the Board, normally given only with a requirement to replace the trees removed by planting others of a defined type to maintain the buffer principle. **In rare cases permission to depart from these strict rules may be granted.**

ARTICLE VII

ENFORCEMENT OF THESE COVENANTS

Section VII.1. Action by the Responsible Committees; Owner's Right of Appeal. Each Committee, whose responsibilities for upholding these Covenants are defined when appointed by the Board, shall, upon receiving complaints of infractions of any of these Covenants, contact the alleged violating owner/occupant to rectify the situation. If the situation is not immediately resolved, the Committee will initiate the sending of a letter, signed by the President, to the owner/occupant, giving details of the complaint and of the Committee's finding and giving a deadline by which the infraction must be removed by the owner/occupant. If the infraction is not removed by the deadline date, the Committee may, after contact with the owner/occupant, recommend to the Board that the Board take necessary steps, including levying of fines and/or hiring workers to bring the house/lot or other situation into conformity with these Covenants and shall add the total cost of such fines and/or work to the assessment of the lot and if necessary place liens against the lot of the amounts involved. Should a lot owner disagree with the Committee's disapproval of the owner's request or with a Committee's enforcement recommendation to the Board, the owner may appeal these decisions to the Board.

Section VII.2. Enforcement by the Board. Enforcement of these Covenants and Restrictions by the Board shall be by any appropriate proceeding or proceedings at law or in equity against any persons violating, or attempting to violate, any restrictions contained herein, either to restrain violations, to enforce personal liability, or to recover the damages for the violation, or by any appropriate proceeding at law or in equity against the land to enforce any charge, including lawyers fees, or lien arising hereunder. The Board and each of its appointed members shall have an election and right, but not an obligation of duty, to enforce these restrictions by a proceeding or proceedings at law or in equity, and they shall not incur any liability whatsoever as a result of electing not to enforce such restriction in any instance. Any failure by the PRHA Board, its appointed Committee members, its Standing Committees, or any lot owner, to enforce such restrictions shall in no event be deemed to be waiver of the right to do so thereafter. PRHA shall be entitled to reimbursement for costs, including attorney's fees and expenses

incurred in such enforcement. The liability for such fees and expenses, and any fine levied, shall be a permanent charge and a lien upon the lot or lots of the owner against whom enforcement is sought and shall themselves be enforceable by PRHA by an appropriate proceeding in law or in equity.

Section VII.3. Enforcement by Owners. It shall be lawful for any lot owner in Phase IV, Section II to prosecute any proceedings at law or in equity against those who violate or attempt to violate any of these Covenants, and either prevent them from so doing or to recover damages or other dues, including money and attorney's fees, for such violations.

Section VII.4. Invalidation of a Covenant. Invalidation of any one of these Covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section VII.5. Difference Between Laws/Ordinances and These Covenants. In any instance where these Covenants do not fully agree with the State Law or County Ordinance, the more restrictive shall prevail. Where possible the latest applicable Ordinance references, including amendments, are quoted in these Covenants for member information, but the County will always apply the latest amendments and it is incumbent upon all members of the Corporation as County citizens to observe current Ordinances. The Secretary maintains copies of the applicable ordinance for reference by lots owners.

Standard Design of Mailbox and Post for Pebble Ridge

Basic Specifications for the Mailbox Post are:

1. 4" x 4" treated or cedar posts.
2. Posts to be painted grey, stained, or left Natural.
3. To be set in stone and concrete.
4. Approximate dimensions of post should be as shown in drawing below.
5. Height of top of arm (bottom of mailbox) as shown in drawing.
6. Front of arm should be even with curb.

Basic Specifications for the Mailbox are:

1. Approximate dimensions 9" wide x 11" high x 21" long.
2. 0.5" to 1" high reflective street numbers installed on mailbox front or side (**Some other types of numerals may be substituted (if approved by the Architectural Committee).**)

NOTE: The posts originally used in Pebble Ridge, which followed the drawing, were produced by a private individual, but they are no longer available. A post close to this design should be used. Exceptions to the above must be obtained from the PRHA Architectural Committee PRIOR TO installation.

