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GREENVILLE, S.C.  
STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE, S.C.

BOOK 1613 PAGE 956  
BOOK 1616 PAGE 361

DONNIE S. TANKERSLEY  
R.M.C.

DONNIE S. TANKERSLEY  
R.M.C.

RESTRICTIVE AND PROTECTIVE  
COVENANTS FOR STONEHAVEN  
SUBDIVISION PHASE 5, SECTION 2

These Restrictive and Protective Covenants are applicable to the numbered lots of Stonehaven Subdivision Phase 5, Section 2, as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 29-Y at Page 43.

I. USES PERMITTED AND PROHIBITED

1. All numbered lots shall be used exclusively for single family residential dwellings.

2. No trailer, basement, tent, shack, garage, barn, or other outbuildings erected upon any lot shall at any time be used as a residence, either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

3. No house trailer shall be placed on any lot either temporarily or permanently. Subject to the prior approval of the Architectural Committee, a camping trailer, boat, and/or similar equipment used for the personal enjoyment of a resident of a lot, can be parked behind the dwelling but cannot be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous. No tree houses or playhouses shall be erected on any lot unless previously approved in writing by the Architectural Committee.

4. No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose.

5. No animals shall be kept, maintained or quartered on any lots except that cats, dogs, and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants.

6. The total area of all driveways shall be paved by plant mix concrete, asphalt or other materials approved by the Architectural Committee.

7. Nothing herein contained shall be construed to prevent the developers, Maxwell Road Developers, a South Carolina General Partnership, or their successors and assigns from maintaining temporary sales offices and storage on any lot while the subdivision is in the process of being developed and while houses are under construction within the development.

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## II. SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS AND LOTS

1. No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded Plat. No residence shall be nearer to any side lot than a distance equal to 10% of the width of the lot measured at the building setback line or ten feet (10') to the nearest side lot line, whichever is less.

2. No lot shall be recut without first obtaining the written permission of the Architectural Committee created under Article III hereof.

3. Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided, written approval thereof shall first be obtained from the Architectural Committee and, provided further, said site faces as required by these restrictions and the recorded Plat.

4. Two Thousand Five Hundred (2,500) square feet shall be the minimum floor space required on all numbered lots in Stonehaven Subdivision Phase 5, Section 2. In calculating the minimum floor space, the Architectural Committee may, within its sole discretion, give credit for one-half (1/2) of the total space in an enclosed garage, storage room, and porches under roof.

5. All mail boxes and posts used in Stonehaven Phase 5, Section 2 shall be of a uniform design and construction as approved by the Architectural Committee.

6. No garage or other outbuilding more than two stories in height shall be erected upon any numbered lot. The entrance to a garage shall not face the street or be cater-cornered thereon, unless it has doors. The entrance to all carports shall face the rear or the side of the lot, except on corner lots in which case the entrance must be from the rear.

7. No above ground swimming pools may be constructed on any numbered lot. Subject to the approval of the Architectural Committee as to design and materials, inground pools are allowed. Inground pools must be fenced and the fence must be approved as to design and materials by the Architectural Committee.

## III. APPROVAL OF PLANS CHANGES

1. The Architectural Committee shall be composed of M. Graham Proffitt, III, William H. McCauley, II and Curtis Robert Maxwell. In the event of the failure or inability, for any reason, of a member to act, the vacancy created shall be filled temporarily or permanently, as necessary, by the remaining member(s) of the Committee.

All members shall constitute a quorum and a unanimous vote shall be required for the transaction of any business of the Committee.

2. No improvements, buildings, fences, structures whether permanent or temporary, including but not limited to, television satellite disc systems, radio antenna or towers, television antenna or towers shall be erected, placed, or altered on any lot or lots until and unless building plans, specifications and plot of such residence, structures or television satellite disc systems have been approved in writing as to the conformity and harmony of external design and consistence with plans of existing residences or other buildings and as to the location of the structure with respect to topography and finished ground elevation, by the Architectural Committee. Fences shall not exceed six feet (6') in height at the rear of any residence and no fence shall be located on any lot nearer to the front lot line than the building setback line as shown on the recorded Plat.
3. The Architectural Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvements.
4. In the event said Committee fails to approve or disapprove such designs and plans within thirty (30) days after said plans have been submitted to it, and if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, such prior approval will not be required and this covenant will be deemed to have been fully complied with and no suit or claim will be available to said Committee, nor to any lot owner or other person. The term "building or improvement" shall be deemed to include the erection, placement, or alteration of any outbuilding, wall, or fence to be made in any lot.
5. The Committee is authorized by unanimous vote of all its members to approve or ratify in the construction or alteration of any building minor violations of the requirements herein set forth under Section II, "Setbacks, Location, and Size of Improvements and Lots," if in the opinion of all the members of the Committee, the same be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat, and if in the opinion of the members of the Committee such violation will cause no substantial injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front setback line of more than five feet (5') or of the main building side lot line restriction of more than four feet (4').
6. Nothing in this section shall prevent the Architectural Committee from requesting the Homeowners Association to establish a sub-committee of the Architectural Committee, made up exclusively

of homeowners, residents of Stonehaven Phase 5, Section 2 for the sole purpose of acting upon requests by existing owners to modify their residence or add an outbuilding. Such request shall include, but not be limited to, requests to enclose a garage or screened porch, add a room, add an outbuilding for storage, or modifications to existing dwellings.

7. All fuel oil tanks or containers shall be covered or buried underground consistent and in conformity with all state and federal environmental rules and regulations.

8. No exterior lights mounted on telephone poles or similar systems or lights operated by photo cells (or similar devices) will be permitted without prior approval by the Architectural Committee. Subject to the approval of the Architectural Committee exterior lighting on standard exterior lamp posts or by spot lights mounted on the residence structure will be permitted.

#### IV. EASEMENTS

1. An easement is reserved over the rear and side lot lines five feet (5') in width on each interior lot for the installation, operation, and maintenance of utilities and for drainage purposes. An easement is reserved along the side lot line five feet (5') in width and over the rear lot line ten feet (10') in width on each exterior lot for the installation, operation, and maintenance of utilities and for drainage purposes. Such easements across the lots, as are shown on the recorded plat, are also reserved.

The right is further reserved within the five foot (5') easement for grading changes and tree removal, if necessary, for the purpose of landscaping and drainage, all subject to the approval of the Architectural Committee.

#### V. RECREATIONAL FACILITIES, COMMON GROUNDS AND MAINTENANCE CHARGES

1. The developers will build at their expense a swimming pool, club house, two tennis courts, and off-street parking, for the use and enjoyment of all residents of Stonehaven Subdivision Phase 5, Section 2 and said facilities will be deeded by the developers to Stonehaven Recreation Association Phase 5, Section 2, (or to such name selected for the association), a corporation formed for the purpose of owning and operation of said facilities.

2. The developers will complete these facilities at which time the property will be deeded to an eleemosynary corporation formed by the developers. The developers will operate these facilities and the corporation for the benefit of the residents until at least fifty (50) homes are sold to residents of Stonehaven Subdivision Phase 5, Section 2, at which time the operation of the facilities and the corporation will become the sole responsibility

of the residents of Stonehaven Subdivision Phase 5, Section 2. The owner of every residence located in said subdivision shall be a member of said corporation, and shall be entitled to one vote, regardless of the number of lots used in connection with his residence. When title to the property is vested in two or more persons jointly, the vote shall be exercised as they among themselves determine but in such case no more than one vote shall be cast per residence. Membership shall be appurtenant to and may not be separated from ownership of the property which is subject to assessment. The developers reserve the right to allow membership to non-residents of Stonehaven Subdivision Phase 5, Section 2 on a year to year basis. This right to grant non-resident membership by the developers is continuous until such time as it is not necessary for the developers to subsidize the Recreation Association for the maintenance and operation of the recreation facilities.

3. An annual assessment consistent with the By-Laws of the above-referenced corporation shall be levied by the corporation against each residence in the subdivision. This assessment shall be based on the residence only but shall be a lien upon all lots or portions of lots used by an owner in connection with his residence. Said assessment shall be due and payable to the corporation on January 1, of each year to cover the fiscal year beginning January 1, and ending December 31, of each year. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the legal rate of interest. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee(s) to pay said assessment, which shall run with the land and be binding upon said grantee, his successors, heirs, and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the facilities of the corporation or abandonment of the property.

4. The corporation shall have the right to suspend the voting rights and right to use the recreational facilities of a resident for any period during which any assessment against his property remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. In addition, the corporation shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. In the event of non-payment of any assessment as set forth herein, the corporation may bring an action at law against the owner(s) personally obligated to pay same or foreclose a lien against property in the same manner that a real estate mortgage is foreclosed and interests, costs, and attorneys' fees shall be added to the amount of such assessment. The lien of the corporation against the property must be established by, and shall be effective from the time of filing of a Notice of Lis Pendens in the Office of the Clerk of Court of Greenville County. Failure by the corporation, or any owner, to enforce any covenant

or lien herein contained shall in no event be deemed a waiver of its right to do so.

5. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, lien of laborers, contractors, or material men/ furnishing labor and material in connection with the construction of improvement located on said property, unless prior to the filing thereof Notice of Lis Pendens has been filed by the corporation for foreclosure due to nonpayment of its assessments. Sale or transfer of any residence shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens has been filed by the corporation to enforce the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

6. The annual assessment to be levied by the corporation shall not apply to any lot or residence so long as it is wholly or partially owned by Maxwell Road Developers, or its successors, M. G. Proffitt, Inc., William H. McCauley, II, C. R. Maxwell, or any partnership corporation, or other entity in which either M. G. Proffitt, Inc., William H. McCauley, II, or C. R. Maxwell, have at least a thirty-three and one-third (33-1/3%) percent interest. When the homeowner takes title from the builder, the homeowner shall pay a proportional share of the assessment in effect for that year, which partial assessment shall be due and payable within thirty (30) days from the date title is transferred to the homeowner. With respect to individuals who purchase lots with the expectation of later erecting a residence, when such individual takes title to the lot, such individual shall pay a proportional share of the assessment in effect for that year, which partial assessment shall be due and payable within thirty (30) days from the date title is taken.

7. Until such time as the developers form the corporation, the Architectural Committee is empowered to perform the functions that will be performed by the corporation and for this purpose may make such rules and regulations as it deems desirable to carry out said purposes. During this interim period, the Committee shall have the power to make an annual assessment as may be required. The assessment made by the Committee shall have the same force and effect as though made by the corporation, all as set forth above.

8. As used herein, the term "developers" shall mean M. G. Proffitt, Inc., William H. McCauley, II and Curtis Robert Maxwell.

## VI. MISCELLANEOUS

1. No signs shall be permitted on any residential lots except that a single sign offering property for sale or for rent may be placed on any such lot provided such sign is not more than 24 inches wide and 20 inches high.

2. The property within the subdivision is hereby declared to be a bird sanctuary and any hunting of any wild birds is hereby prohibited.

3. The covenants herein contained are to run with the land and shall be binding on all persons claiming under them until the 31st day of December, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants and building restrictions in whole or in part.

4. Additional real property, including existing subdivisions, may become subject to these Restrictive and Protective Covenants without the approval of any purchaser or transferee of the developers or the owner of any one lot in Stonehaven Phase 5, Section 2, by filing of record by the developers of Supplementary Restrictive and Protective Covenants with respect to the additional property, which shall automatically extend the scheme of these Restrictive and Protective Covenants with respect to such property. Such Supplementary Restrictive and Protective Covenants may contain such additions and modifications of these Restrictive and Protective Covenants as may be necessary to reflect the different character of added properties, but in no event shall such Supplementary Restrictive and Protective Covenants revoke, modify, or add to the covenants established by these Restrictive and Protective Covenants in regard to any lot in Stonehaven Phase 5, Section 2.

The developers reserve the right to structure the use of the recreation facilities to include all the residents of the Stonehaven Subdivision.

If the undersigned, or their successors, heirs, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one or more of these covenants by Judgment of Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.



STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

RESTRICTIVE AND PROTECTIVE  
COVENANTS FOR STONEHAVEN  
SUBDIVISION, PHASE 8-A

FILED  
GREENVILLE, SC  
AUG 19 10:00

FILED  
GREENVILLE, SC  
AUG 24 P 3:30  
JUDY G. HIX  
REGISTER OF DEEDS

The undersigned, M. Graham Proffitt, III, William H. McCauley, II, and Curtis Robert Maxwell as General Partner of the Maxwell Family Limited Partnership, being the sole general partners of Maxwell Road Developers, a South Carolina general partnership, being the Owner of Lots 369 through 400 and Lot 421 as shown on plat entitled "Stonehaven, Phase 8-A" dated July 2, 1998 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 37-W at Page 69, do hereby declare that the covenants and restrictions applicable to Stonehaven Subdivision, Phase 5, Section 2, recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1613 at Page 956 and re-recorded in Deed Book 1616 at Page 361, shall apply to the above described numbered lots.

IN WITNESS WHEREOF, the undersigned developers have set their hands and seals this 18<sup>th</sup> day of August, 1998.

WITNESS:

MAXWELL ROAD DEVELOPERS, a South Carolina general partnership

M. G. PROFFITT, INC.

Anne Marie Turner  
Shelia P. Hannon

By: M. Graham Proffitt III  
M. Graham Proffitt, III  
President, General Partner

William H. McCauley II  
William H. McCauley II

By: William H. McCauley II  
William H. McCauley, II,  
General Partner

Anne Marie Turner  
Shelia P. Hannon  
Melody Carroll

By: Curtis Robert Maxwell  
Curtis Robert Maxwell as General Partner of the Maxwell Family Limited Partnership

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\*This instrument is being re-recorded for the sole purpose of correcting the signature line for M. G. Proffitt, Inc.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

P R O B A T E

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named M. Graham Proffitt, III, William H. McCauley, II and Curtis Robert Maxwell as General Partner of the Maxwell Family Limited Partnership sign, seal and deliver the within named instrument and that (s)he saw the other witness subscribed above witness the execution thereof.

Melody Carroll

SWORN to before me this 18<sup>th</sup>  
day of August, 1998.

Ronda W. Gillespie (SEAL)  
Notary Public for South Carolina  
My commission expires: 5/12/02

FILED FOR RECORD IN GREENVILLE  
COUNTY SC R.O.D. OFFICE AT 10:00 AM  
03/19/99 RECORDED IN DEED  
BOOK 1825 PAGE 0841  
DOC # 99023497

Judy B. Hix

FILED FOR RECORD IN GREENVILLE  
COUNTY SC R.O.D. OFFICE AT 03:30 PM  
08/24/98 RECORDED IN DEED  
BOOK 1783 PAGE 0568  
DOC # 98070483

Judy B. Hix

STATE OF SOUTH CAROLINA  
GREENVILLE, SC  
COUNTY OF GREENVILLE  
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RESTRICTIVE AND PROTECTIVE  
COVENANTS FOR STONEHAVEN  
SUBDIVISION, PHASE 8-B

The undersigned, M. Graham Proffitt, III as President of M. G. Proffitt, Inc., William H. McCauley, II, and C. R. Maxwell as Manager of the Maxwell Family LLC, being the sole general partners of Maxwell Road Developers, a South Carolina general partnership, being the Owner of Lots 401 through 420 and Lots 422 through 434 as shown on plat entitled "Stonehaven, Phase 8-B" dated February 1, 1999 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 39-G at Page 74, do hereby declare that the covenants and restrictions applicable to Stonehaven Subdivision, Phase 5, Section 2, recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1613 at Page 956 and re-recorded in Deed Book 1616 at Page 361, shall apply to the above described numbered lots.

IN WITNESS WHEREOF, the undersigned developers have set their hands and seals this 30<sup>th</sup> day of March, 1999.

WITNESS:

MAXWELL ROAD DEVELOPERS, a South Carolina general partnership

M. G. Proffitt, Inc.

Anne Marie Turner  
Kathleen A. Davies

By: M. Graham Proffitt, III  
M. Graham Proffitt, III,  
President, General Partner

Anne Marie Turner  
Kathleen A. Davies

By: William H. McCauley, II  
William H. McCauley, II,  
General Partner

Anne Marie Turner  
Kathleen A. Davies

By: C. R. Maxwell  
Maxwell Family, LLC,  
C. R. Maxwell, Manager,  
Partner

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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

P R O B A T E

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named M. Graham Proffitt, III as President of M. G. Proffitt, Inc., William H. McCauley, II and C. R. Maxwell as Manager of the Maxwell Family LLC, sign, seal and deliver the within named instrument and that (s)he saw the other witness subscribed above witness the execution thereof.

Kathleen A. Jones

SWORN to before me this 30  
day of March, 1998.

Gene Marie Turner (SEAL)  
Notary Public for South Carolina  
My commission expires: Oct 2003

Judy A. Hill

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

RESTRICTIVE AND PROTECTIVE  
COVENANTS FOR STONEHAVEN  
SUBDIVISION, PHASE 7-A

The undersigned, M. Graham Proffitt, III as President of M. G. Proffitt, Inc., William H. McCauley, II, and C. R. Maxwell as Manager of the Maxwell Family LLC, being the sole general partners of Maxwell Road Developers, a South Carolina general partnership, being the Owner of Lots 266 through 270 and Lots 306 through 349, inclusive, as shown on plat entitled "Stonehaven, Phase 7-A" dated May 23, 2000 and recorded in the Register of Deeds Office for Greenville County, South Carolina in Plat Book 41-X at Page 75, do hereby declare that the covenants and restrictions applicable to Stonehaven Subdivision, Phase 5, Section 2, recorded in the said Register of Deeds Office in Deed Book 1613 at Page 956 and re-recorded in Deed Book 1616 at Page 361, shall apply to the above described numbered lots.

IN WITNESS WHEREOF, the undersigned developers have set their hands and seals this 28<sup>th</sup> day of June, 2000.

WITNESS:

MAXWELL ROAD DEVELOPERS, a South Carolina general partnership

M. G. Proffitt, Inc.

Kathleen Davis  
Melody A. Carroll

By: M. Graham Proffitt III  
M. Graham Proffitt, III,  
President, General Partner

Louise M. Burnside  
Melody A. Carroll

By: William H. McCauley II  
William H. McCauley, II,  
General Partner

Carrie Marie Tucker  
Melody A. Carroll

By: C.R. Maxwell  
Maxwell Family, LLC,  
C.R. Maxwell, Manager,  
Partner

7-06 1017

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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE ) P R O B A T E

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named M. Graham Proffitt, III as President of M. G. Proffitt, Inc., William H. McCauley, II and C. R. Maxwell as Manager of the Maxwell Family LLC, sign, seal and deliver the within named instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Melody A. Carroll

SWORN to before me this 28<sup>th</sup>  
day of June, 2000.

Rae K. Jarvis (SEAL)  
Notary Public for South Carolina  
My commission expires: 4/22/2004

FILED FOR RECORD IN GREENVILLE  
COUNTY SC R.O.D. OFFICE AT 10:49 AM  
07 06 00 RECORDED IN DEED  
BOOK 1917 PAGE 0537 THRU 0538  
DOC # 2000053475

Judy H. Hill



STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

P R O B A T E

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named M. Graham Proffitt, III as President of M. G. Proffitt, Inc., William H. McCauley, II and C. R. Maxwell as Manager of the Maxwell Family LLC, sign, seal and deliver the within named instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Melinda Laughlin

SWORN to before me this 14  
day of May, 2001.

Cherie Marie Turner (SEAL)

Notary Public for South Carolina

My commission expires: Oct 18, 2003