

**SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HICKORY RUN SUBDIVISION
THE MEADOWS I AT HICKORY RUN, PHASE III**

THIS SUPPLEMENTARY DECLARATION is made as of the date set forth on the signature page hereof by POINSETT DEVELOPMENT, LLC, a South Carolina Limited Liability Company, hereinafter, with its successors and assigns, sometimes referred to as "Declarant").

WITNESSETH:

WHEREAS, on July 17, 2000, the Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for a subdivision known as Hickory Run, Phase I ("Declaration") in the Office of the Register of Deeds for Anderson County, South Carolina in Book 3813 at Page 78; and

WHEREAS, pursuant to Article VIII (General Provisions), Section 4 (Annexation) of the Declaration, Declarant may annex additional residential property into the Subdivision; and

WHEREAS, Declarant desires to annex the real property described on **Exhibit A** into the Subdivision and impose upon said Property certain easements and covenants in addition to those contained in the Declaration,

NOW, THEREFORE, Declarant hereby subjects the real property described on Exhibit A hereof to the provisions of this Supplementary Declaration and designates such property as part of a neighborhood known as The Meadows, the provisions of which Supplementary Declaration shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplementary Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title or interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplementary Declaration shall be binding upon Hickory Run Property Owners Association, Inc., a South Carolina nonprofit corporation, in accordance with the terms of the Declaration as supplemented or amended by this document.

ARTICLE I
Definitions

The definitions set forth in Article I of the Declaration are incorporated herein by reference and supplemented as follows:

Section 10. "Exclusive Common Area" shall mean and refer to real property, interest in real property and personal property, easements, and other interests, together with improvements located on that property, which the Association owns and which is designated for the use and enjoyment of less than all of the Owners.

ARTICLE II
Property Rights

The provisions set forth in Article II of the Declaration are incorporated herein by reference and supplemented as follows:

Section 1. Owners Easements of Enjoyment. Every Owner of a lot in The Meadows I at Hickory Run, Phase III, shall have a right and easement of enjoyment in and to the Common Area in Hickory Run and any Exclusive Common Area adjoining and abutting his Lot, which rights shall be appurtenant to, and shall pass with the title to, every assessed Lot in The Meadows I at Hickory Run, Phase III, subject to each of the additional following provisions:

~~Subparagraph (a) of the Declaration is hereby amended to provide the Association with the right to charge reasonable fees to the Owners of Lots in The Meadows I for not only their pro rata cost of maintaining the Common Areas in Hickory Run, but also the cost of the Exclusive Common Areas within The Meadows I.~~

Subparagraphs (c), (d), (e) and (f) of the Declaration are hereby amended to also refer to Exclusive Common Areas.

ARTICLE VII
Setback, Location, and Size of Improvements and of Building Plots

The provisions set forth in Article VII of the Declaration are incorporated herein by reference and supplemented as follows:

Section 7. Square Footage of Residences. No residence shall be constructed containing less than 1,100 square feet, exclusive of porches, garages, and breezeways in that area of the Subdivision known as "The Meadows I at Hickory Run, Phase III".

ARTICLE X
Association Rights and Responsibilities

Section 10.1 Installation of Landscaping and Equipment. Declarant shall install the initial landscaping within The Meadows I and within all Exclusive Common Areas in The Meadows I. Such landscaping may include grass, trees, shrubs, hedges, bushes, flowers, and/or other plantings as Declarant, in its sole discretion, deems appropriate. Declarant may, but shall not be required to, initially install landscaping equipment for the irrigation of the landscaping Declarant installs.

Section 10.2 Maintenance of Landscaping and Equipment. The Association shall maintain all landscaping and equipment installed by Declarant on any Exclusive Common Areas in a manner consistent with the community-wide standard. Such maintenance shall be a neighborhood expense assessed against the Owners and Lots within The Meadows I. The Association's responsibilities with respect to maintenance of such landscaping shall be limited to cutting of grass, trimming and replacement of trees, shrubs, hedges, bushes, flowers, and other plantings, and clean-up and removal of cuttings, trimmings, and dead plantings. Owners of Lots shall not alter such landscaping or landscaping equipment and shall not interfere with the Association's landscaping activities without the approval of the Architectural Review Committee. In addition, the Association shall maintain any fences installed by Declarant, to include, but not necessarily limited to, yard fences, front yard picket fences and rear shadow box fences.

Section 10.3 Installation and Maintenance by Owners. Maintenance of all portions of the dwelling, and all driveways serving the Lots and any landscaping installed by Owners shall be the responsibility of the respective Owners. Owners may install additional landscaping subject to prior review and approval by the Architectural Control Committee. Owners, and their successors-in-title, shall maintain any additional landscaping the Owner plants on the Lot.

Section 10.4 Maintenance of Exclusive Common Areas. The Association shall be responsible for maintenance, repair, replacement, and insurance of all fencing or walls installed by Declarant and located on the Exclusive Common Areas, any entrance gate, entry features, private streets and alleyways, sidewalks, open space, parking areas, and all other property designated as Exclusive Common Areas benefitting the Lots located within The Meadows I. The cost of such maintenance shall be a neighborhood expense to be allocated exclusively among the Lots, and their Owners, within The Meadows I.

Section 10.5 Restrictions on Owner Activities. In addition to Article V (Uses Permitted and Prohibited) of the Declaration, Owners of Lots in The Meadows I shall be prohibited from:

- (a) storing any item or thing, specifically including, without limitation, garbage cans, yard waste, play equipment, grills, or similar items

outside any fence;

- (b) parking vehicles anywhere except in the enclosed garage serving the Lot or in appropriately designated parking areas. Owners and Occupants of a Lot shall not park, or permit to be parked, more vehicles on a Lot than parking spaces contained in the Lot's garage and driveway area. Any visitor parking areas shall not be occupied on a permanent or recurring basis by Owners or Occupants.
- (c) garages shall be used for vehicle parking and not for storage of other items which restrict vehicle parking;
- (d) Owners, Occupants, and guests shall not block streets or alleyways, and violators shall be subject to immediate towing and removal of such vehicles;
- (e) play equipment such as basketball goals, swings, storage containers, pet houses or paraphernalia, and garbage cans shall not be left or kept on driveways; and
- (f) play equipment shall not be visible from the streets or alleyways.

Section 10.6 Standard of Performance. All maintenance and activities in The Meadows I shall be conducted in accordance with the community-wide standard. In addition, a majority of Owners of Lots within The Meadows may request that the Association perform additional services or a higher level of maintenance or activity, which shall be performed as a neighborhood expense. For example and by way of illustration, not limitation, a majority of said Owners may request that the Directors of the Board of the Association provide additional landscape services, or a higher level of service, or offer recommendations regarding the landscape maintenance contractor the Association engages for the Exclusive Common Areas in The Meadows. The Board shall consider such recommendations when providing such services and engaging the maintenance contractor, the cost of which shall be included in the neighborhood expenses for The Meadows.

Section 10.7 Insurance. The Association shall, if reasonably available, obtain and maintain endorsements to the property and commercial general liability policies carried by the Association ("Neighborhood Liability Endorsement"), which shall insure the Association and the Owners within The Meadows against liability for occurrences occurring where the Association has maintenance responsibilities.

Except as amended or supplemented hereby or previously amended or supplemented, the aforementioned terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Hickory Run - Phase I shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplementary Declaration this 30th day of May, 2003

Signed, sealed and delivered in the presence of:

DECLARANT: POINSETT DEVELOPMENT LLC, a South Carolina Limited Liability Company

Brian D. Coleen
Robin R. Hastings

By: Ronald D. Taylor (SEAL)
Ronald D. Taylor
Its: Member/Owner

Brian D. Coleen
Robin R. Hastings

By: Ted D. Smith (SEAL)
Ted D. Smith
Its: Member/Owner

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Poinsett Development, LLC, by its duly authorized officers, sign, seal and as its act and deed, deliver the within written Supplementary Declaration of the Declaration of Covenants, Conditions and Restrictions for Hickory Run, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 30th day of May, 2003.

Brian D. Coleen
Witness

Robin R. Hastings (LS)
Notary Public for South Carolina
My Commission Expires: 5/10/18

ALL those pieces, parcels, or lots of land, with all improvements thereon, situate, lying and being in the County of Anderson, State of South Carolina, being shown and designated as Lots 200, 201, 273, 274, 275, 276, 277, 278 and 279 as shown on plat of The Meadows I at Hickory Run, Phase III, dated May 30, 2003, prepared by Wooten Surveying Co. recorded in the Office of Anderson County Register of Deeds in Plat Book 1382, Page 2, said plat of survey being craved for a complete metes and bounds description.

TOGETHER WITH a perpetual non exclusive right of ingress and egress over and across such any common area or exclusive common area as are shown or noted on the aforementioned plat.

EXHIBIT A