

STATE OF SOUTH CAROLINA)	RESTRICTIVE AND PROTECTIVE
)	COVENANTS FOR ALLEGHENY
COUNTY OF GREENVILLE)	SUBDIVISION

These Restrictive and Protective Covenants are made on the date hereinafter set forth, by Allegheny, LLC, a South Carolina limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real property (the "Property") in Greenville County, South Carolina, which is more particularly described in an Exhibit A, attached hereto, which it intends to develop, pursuant to these Restrictive and Protective Covenants (the "Restrictions"), into Allegheny Subdivision (the "Subdivision");

WHEREAS, Declarant intends to convey Lots in the Subdivision subject to a uniform system of covenants, restrictions, uses and charges as hereinafter set forth,

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Exhibit A shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are imposed for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, restrictions and covenants shall run with the land, shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of the owners thereof, their respective heirs, successors and assigns and to the benefit of Allegheny Homeowners Association, Inc. (the "Association"), as that term is used herein.

I. USES PERMITTED AND PROHIBITED

1. All numbered Lots in the Subdivision shall be used exclusively for single family residential dwellings (a "Permitted Dwelling").
2. No trailer, basement, tent, shack, garage, barn or other outbuilding located or 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 or mobile home shall be placed on any Lot either temporarily or permanently. Any camping trailer, recreational vehicle, boat and/or similar equipment used for the personal enjoyment of a resident of a Lot, and any abandoned or inoperable vehicle, shall be stored in the garage of the residence.
4. All exterior components of heating and air conditioning systems shall be screened by masonry or wooden walls, fences, shrubs, or other approved landscaping.
5. No noxious or offensive activity shall be carried on anywhere on the Property, nor shall anything be done thereon which may be or become a nuisance or menace to the

neighborhood. No part of the Property shall be used for any business or commercial purpose, other than an in-home office which is not open to the public.

6. 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, provided that all dogs and cats shall be leashed or fenced in (including by invisible fences) at all times.

7. The total area of all driveways shall be paved or finished by plant mix concrete, asphalt or such other materials as may be approved in writing by the Architectural Committee. No paving shall be permitted within five (5) feet of any side property line without prior written approval of the Architectural Committee.

8. Nothing herein contained shall be construed to prevent Declarant and others approved by Declarant from maintaining one or more model homes and 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 Subdivision.

9. All containers used to store garbage, refuse and debris until collected by private or public waste disposal services shall be stored on each Lot so that it shall be out of sight from all streets and neighboring Lots.

10. Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected and traffic hazards will not be created. Further, all owners shall be required to maintain their Lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the Subdivision or the surrounding property. In the event any owner shall fail to maintain his or her Lot to the standards set forth herein, the Association shall have the right to enter such Lot and perform, or cause to be performed, any work required to remedy the situation. All costs so incurred shall be immediately reimbursed by the Lot owner(s) to the Association. In the event such reimbursement does not occur within a reasonable time following demand from the Association, the outstanding sum shall be deemed to be a special assessment and collected pursuant to the provisions set forth in Article V below. Vegetable or ornamental gardens and sandboxes or other children's play equipment shall be located in the rear yard of any Lot.

11. No window air conditioning units shall be installed in any building.

12. No wall, fence or hedge shall be erected closer to the front street line of any Lot than the rear wall of the dwelling unless written permission to do otherwise shall have been obtained from the Architectural Committee. No chain link, wire, or similar metal or plastic material shall be used in any fence in the Subdivision. Plastic and wooden fences may be installed upon Lots following review by the Architectural Committee of complete plans showing, at a minimum, the material of construction, finish color, location, height [not to exceed six (6') feet], and design of the fence, pursuant to the guidelines set forth in Article III below.

13. Provisions must be made by the Property owners for offstreet parking of their own cars and those belonging to guests and invitees. The parking of such cars on street rights-of-way for more than forty-eight (48) hours shall not be permitted.

14. No motorcycles, motorbikes, minibikes, go-carts, alternative terrain vehicles, or other similar vehicles shall be operated on any part of the Property.

15. No fireworks of any kind shall be stored or used on any part of the Property or any public or private road or street in the Subdivision.

16. Each Lot upon which a residence has been constructed shall have a mailbox of a type and size specified by Declarant or the Architectural Committee. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed.

17. All fuel tanks or containers shall be buried underground and shall comply with all applicable laws, rules and regulations.

18. No exterior antennae, microwave, or radio equipment shall be installed outside of a building on any Lot, provided that satellite dishes, no larger than eighteen (18") inches in diameter, may be installed on the rear of a Permitted Dwelling or other building, subject to the approval of the Architectural Committee.

II. SETBACKS, LOCATION, AND SIZE OF IMPROVEMENTS

1. No building shall be erected on any Lot nearer than twenty feet (20') to the front Lot line. No residence shall be erected nearer to any side Lot line than a distance equal to 10% of the width of the Lot measured at the building setback line.

2. No Lot shall be recut without first obtaining the written permission of the Architectural Committee.

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 that written approval thereof shall first be obtained from the Architectural Committee and, provided further, said site faces a direction required by these Restrictions and the recorded Plat. In the event of recutting or combining any Lot or portions of Lots, the setback and sideline easements shall be relocated to the perimeter of such reconstituted Lot, as practicable, at the expense of such owner.

4. Each Permitted Dwelling shall contain minimum floor space of 2,200 square feet. The first floor of a one and one-half story or two story house shall contain minimum floor space of 1,600 square feet. In calculating the minimum floor space, only the heated area of the Permitted Dwelling shall be included. Any areas comprising porches, garages, breezeways, unfinished attics and unfinished basements shall be excluded. The Architectural Committee may, within its sole discretion, give credit for one-third (1/3) of the total space in enclosed garages, storage rooms, and porches under roof.

5. No garage or other outbuilding more than two stories in height shall be erected upon any Lot. The entrance to all garages shall face the rear or the side of the Lot, or any courtyard on a Lot. The design, building materials, and color of any garage shall match the Permitted Dwelling on the Lot.

6. No above ground swimming pools may be constructed on any Lot.

7. 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, by spotlights mounted on the Permitted Dwelling or garage, and in trees or other landscaping will be permitted.

III. ARCHITECTURAL CONTROL

1. An Architectural Committee (“Architectural Committee”) is hereby created which shall be initially composed of three (3) members to be appointed by Declarant. 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 Declarant. All decisions of the Architectural Committee shall require the approval of two-thirds (2/3) of the members of the Architectural Committee, provided that in the event of any vacancies on the Architectural Committee, all decisions shall require unanimous approval.

2. No improvements, buildings, fences, or structures, whether permanent or temporary, including but not limited to television satellite disc systems, shall be erected, placed or altered on any Lot until and unless the building plans, specifications and plot plans of such building, fences, structures or other improvements have been approved in writing by the Architectural Committee as to the conformity and harmony of external design and consistency with plans of existing residences or other buildings, and as to the location of the structure or improvement with respect to topography and finished ground elevation.

3. In order to prevent duplication of buildings or improvements to be constructed, the Architectural Committee is vested with full authority, in its sole discretion, to approve or disapprove plans for the construction of any building or improvements with its major features so similar to an existing building or improvement as to be construed as a practical duplication thereof. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications and/or plot plans, taking into consideration the suitability of the proposed buildings or other improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings, what effect it will have on other residences already constructed, and what effect it will have on adjacent property. Declarant may adopt written architectural guidelines for the construction of buildings and other improvements in the Subdivision, which guidelines may set forth the requirements for design, building materials, colors, configurations and techniques, and specifications for all aspects of the construction of improvements in the Subdivision. Any such rules and regulations adopted pursuant to this paragraph shall be binding upon the owners of Lots to the same extent as if set forth in this Declaration.

4. Prior to the commencement of any construction, each owner shall submit to the Committee, in duplicate, plans and drawings, which shall have been prepared in a 1/8th scale or larger, which shall contain at a minimum:

- (a) front, rear and side elevations
- (b) floor plans
- (c) the area of heated floor space
- (d) exterior building materials to include manufacturer, color and texture
- (e) exterior trim color
- (f) roofing material, color and pitch (which shall be at least _____)
- (g) site plan showing (on a scale of one to fifty or larger) foundation of all structures, walks, driveways, fences and drainage plans.
- (h) landscaping plan of front yard, side yards and rear yard
- (i) estimated completion dates of all construction and improvements
- (j) any treatment required to adequately handle surface water run-off due to changes in topography, it being the responsibility of each Lot owner and all persons or entities employed by such person to assist in the construction of any building or improvement on such Lot to control the discharge of surface water or sediment from such Lot onto or upon any other part of the Subdivision.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee in care of Declarant. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly noted thereon.

5. In the event said Architectural Committee fails to approve or disapprove such designs and plat within thirty (30) days after the plans have been submitted to it, and if no suit to enjoin the erection or alteration of such building or improvements, to include, but not be limited to any outbuilding, wall or fence, has been commenced before such erection or alteration is substantially completed, this requirement shall be deemed to have been fully complied with and no suit or claim will be available to said Architectural Committee, nor to any Lot owner or other person.

6. No member of the Committee shall be liable for any act or omission except willful misconduct or gross and inexcusable neglect.

7. The Architectural Committee is authorized to approve or ratify, in the construction or alteration of any building, minor violations of the requirements set forth in Articles II and III if, in the opinion of the Architectural Committee, the same is necessary to prevent undue hardship because of topography, the shape of a lot, or the setback lines set forth herein or as shown on the recorded plat, and if in the opinion of the Architectural Committee such violation will cause no substantial injury to any other Lot owner. In no event may the Architectural Committee approve or ratify a violation of the front setback line of more than four (4') feet or of the main building side line restriction of more than three (3') feet. Ratification of the violation of any Restriction by the Architectural Committee in accord with this paragraph shall be binding upon all persons.

8. All construction by an owner shall be performed by a licensed contractor or builder.

9. Once construction shall have commenced, each owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no stoppage of work for more than fourteen (14) consecutive days to be condoned, acts of God excepted, and be completed, including landscaping, and ready for occupancy within one (1) year from the commencement date.

10. The Architectural Committee expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth herein to any successor in title or duly organized legal entity at the Architectural Committee's sole discretion.

11. Any damage to streets, curbs, or gutters which occurs as a result of construction activity relating to any Lot shall be promptly repaired by the owner of such Lot. If such owner fails or refuses to complete such repairs, the Committee shall have the right to delegate such completion to Declarant or the Association and all costs and expenses incurred in completing such work shall be immediately due and owing by such Lot owner. In the event such amount is not paid by the appropriate owner within a reasonable time following notice thereof, Declarant or the Association shall assess the appropriate Lot in such amount in the same manner as assessments are or may be imposed as provided herein.

IV. EASEMENTS

1. Easements for the installation, operating, and maintenance of utilities and for drainage purposes are reserved over the front, rear, and side lot lines of each Lot, five (5') feet in width on each interior lot line, and ten (10') feet in width on any lot line abutting property outside the Subdivision. Lots shall also be subject to drainage and utility easements shown on the recorded plat of the Subdivision.

2. Declarant specifically reserves the right to grant to the providers of such services specific easements over any Lot for the installation and maintenance of local utilities and cable television.

V. RECREATION FACILITIES, COMMON AREA
AND MAINTENANCE CHARGES

1. Declarant covenants and agrees to construct a swimming pool, bathhouse, grill area, and an amenity area at the front of the Subdivision. Said improvements, along with the private roads in the Subdivision and a gate to the Subdivision, shall be collectively referred to as the "Common Facilities".

2. At such time as it shall be deemed appropriate by Declarant, Declarant shall incorporate the Association as a not-for-profit corporation under South Carolina law. Declarant shall convey the Common Facilities to the Association (i) at such time as the last Lot in the Subdivision is sold by Declarant, or (ii) December 31, 2007, whichever is later. After said conveyance, the Association shall operate the Common Facilities for the benefit of the Lot owners. The Association shall have the right to dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the owners. No such dedication or transfer shall be effective unless approved by a two-thirds (2/3) vote of the Lot owners.

3. The owner of every Lot located in said Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment.

4. The Association shall have the following two (2) classes of voting membership:

(a) Class A. The Class A Member shall be all Lot owners, with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned (except in the case where more than one Lot is combined for a residence, in which case there shall be only one (1) vote per combined Lot). When more than one person or entity owns an interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as the owners shall determine, but in no event shall more than one vote be cast with respect to any Lot, and no fractional vote may be cast with respect to any Lot.

(b) Class B. The Class B Member shall be Declarant, and it shall be entitled to three (3) votes for each Lot in which it holds a fee or undivided fee interest, provided that the Class B Membership shall cease and be converted to Class A Membership upon the occurrence of the earlier of either of the following events:

1. When the total votes outstanding in Class A Membership equal the total votes outstanding in Class B Membership; or
2. On December 31, 2008.

5. An annual assessment, consistent with the Bylaws of the Association, shall be levied by the Association against each Lot in the Subdivision for maintenance and operation of the Common Facilities, and all utility bills, hazard and liability insurance, and other

miscellaneous expenses associated with the Common Facilities. Such assessment shall be due and payable to the Association on January 1 of each year for the ensuing calendar year. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date as the legal rate of interest. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee to pay said assessment, which shall run with the land and be binding upon said grantee, and the grantee's heirs, successors and assigns. No person may waive or otherwise escape liability hereunder by the non-use of the Common Facilities or abandonment of a Lot.

6. Assessments shall commence upon the sale of the first Lot by Declarant, and shall be prorated for the calendar year in which said Lot is conveyed. Annual assessments shall be initially set by Declarant, and may be changed thereafter as provided in the Bylaws. The annual assessment to be levied by the Association shall not apply to any Lot or Permitted Dwelling so long as either is wholly or partially owned by Declarant. Any builder who takes title to a Lot shall pay a one time fee set by Declarant, provided that if said builder has not constructed and sold a Permitted Dwelling on said Lot within one (1) year after taking title to said Lot, said builder shall pay annual and special assessments levied hereunder beginning one (1) year after taking title to said Lot. Declarant also reserves the right to collect a one time capital reserve payment from the purchaser of any Lot from Declarant or a builder.

7. The Association shall have the right to suspend the voting rights and rights to use recreational facilities of an owner during any period in which any annual or special assessment, against said owner's Property remains unpaid for a period not to exceed sixty (60) days or for any infraction of its published rules and regulations. In the event of non-payment of any assessment as set forth herein, the Association may bring an action at law against the owner(s) personally obligated to pay the same or foreclose a lien against said Lot in the same manner that a real estate mortgage is foreclosed, and interest, costs and attorneys' fees shall be added to the amount of such assessment. The lien of the Association against a Lot shall be established by a notice of lien which shall be filed in the Office of the Register of Deeds for Greenville County. Failure by the Association or any owner to enforce any covenant or lien herein contained shall in no event be deemed a waiver of the right to do so in the event of any future violation or non-payment of assessments.

8. The lien for non-payment of assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or any lien of laborers, contractors, or materialmen furnishing labor and materials in connection with the construction of improvements located on said Property, unless prior to the filing thereof a Notice of Lis Pendens has been filed by the Association for foreclosure due to nonpayment of assessments. Sale or transfer of any Lot shall not affect any duly perfected lien; provided, however, that 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 payment which became due prior to such sale or transfer; provided further that the Association shall be entitled to collect assessments against a Lot accruing after the conveyance of said Lot by foreclosure or deed in lieu thereof.

9. Until such time as Declarant conveys the Common Facilities to the Association and otherwise delegates its duties and rights hereunder to the Association, Declarant is

empowered to perform the functions to be performed by the Association under this Declaration, and for this purpose may make such rules and regulations as it deems necessary and desirable to carry out said purposes. During this period, Declarant shall have the power to collect the annual assessments imposed in this Article V for the purposes herein provided.

10. Declarant and the Association may adopt rules and regulations governing the use of the Common Facilities, which rules and regulations shall be binding upon all Lot owners and enforceable as if fully set forth in this Declaration.

VI. MISCELLANEOUS

1. No signs shall be permitted on any Lots except a single sign on a Lot offering said Lot for sale or rent, provided said sign is not more than 24 inches wide and 20 inches high and is approved by the Architectural Committee.

2. The property within the Subdivision is hereby declared to be a wildlife sanctuary and hunting of any wildlife is hereby prohibited.

3. No trees in the Subdivision having a diameter of six (6") inches or greater may be cut without the prior written approval of the Architectural Committee, provided that this provision shall not apply to areas for the construction of Permitted Dwellings and other buildings approved by the Architectural Committee.

4. In the event a dwelling is damaged or destroyed by fire or other casualty, and the owner does not begin repair or reconstruction with thirty (30) days following the damage or destruction, the owner shall remove or cause to be removed, at said owner's expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition; and if the owner fails to do so, the Association may cause the debris to be removed, and the cost of the removal shall constitute a lien upon the Lot until paid by the owner, which lien may be enforced in the same manner as the lien of a special assessment.

5. Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the Bylaws of the Association.

6. The covenants in this Declaration shall run with the land and shall be binding on all persons claiming under them until December 31, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended in whole or in part by the affirmative vote of seventy-five (75%) percent of the owners of the Lots. Written notice of any amendments to this Declaration shall be certified by the president and secretary of the Association and filed in the Office of the Register of Deeds for Greenville County.

7. If the undersigned, or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any other person owning any Property situated in the Subdivision to prosecute any proceedings at law or in equity

against the person or persons violating or attempting to violate any such covenants, to prevent him or them from so doing or to recover damages or other dues for such violations.

8. Invalidation of any one or more of these covenants by judgment of the court shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this _____ day of _____, 2005.

WITNESS

ALLEGHENY, LLC

By: _____
Brandon S. Eich,
Its: Manager