

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

DECLARATION OF PROTECTIVE COVENANTS  
AND ARCHITECTURAL CONTROLS FOR  
ELLISON PLANTATION SUBDIVISION

This Declaration is made and published on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_, by Granite Development, LLC, a Limited Liability Company organized under the laws of the State of South Carolina.

RECITALS:

WHEREAS, GRANITE DEVELOPMENT, LLC is the owner and developer of certain real property located in Anderson County, South Carolina, known as Ellison Plantation Subdivision, as shown and more fully described on a plat thereof by John R. Long, Registered Land Surveyor, of John R. Long & Associates, and recorded in Plat Book P - \_\_\_\_\_, page \_\_\_\_\_, records of Anderson County, South Carolina.

WHEREAS, GRANITE DEVELOPMENT, LLC intends to sell and convey Ellison Plantation Subdivision, Hereinafter called "THE DEVELOPMENT" and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan of scheme of improvements for the benefit of all of the lots and parcels in the Development and the owners and future owners thereof.

NOW THEREFORE:

GRANITE DEVELOPMENT, LLC declares that the aforementioned Ellison Plantation Subdivision, inclusive, as shown in Plat Book P - \_\_\_\_\_, page \_\_\_\_\_, records of Anderson County, South Carolina, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration, all of which are declared and agreed to be in the furtherance of a plan for the development, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protection the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of the lots in favor of each and all other lots; to create reciprocal rights between the respective owners of all such lots and parcels, to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns, and to operate as covenants running with the land for the benefit of each and all such lots in the Development and their respective owners, present and future.

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1. DEFINITIONS:

The following terms as used in this Declaration are defined as follows:

A. Declarant means GRANITE DEVELOPMENT, LLC its successors and assigns. Up to the point of the legal formulation of Ellison Plantation Homeowners Association the declarant will have sole power and responsibility in making decisions pertaining to these covenants.

B. Declaration means this Declaration of Protective Covenants for Ellison Plantation Subdivision, dated of even date, as the same may be supplemented and amended from time to time.

C. Development means Ellison Plantation Subdivision, as the same may be shown on the aforementioned plat or additional plats which may be incorporated into the scheme of development by appropriate amendments at the sole option of the Declarant.

D. Improvement means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennae and any other structure of any other type or kind.

E. Lot means Lots as specified in Ellison Plantation Subdivision/Plat, inclusive.

F. Owner means (1) any person, corporation or legal entity other than GRANITE DEVELOPMENT, LLC, who holds fee simple title to any lot or parcel; or (2) and person, corporation or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement, in which case seller under said agreement shall cease to be the owner while said agreement is in effect.

G. Plat means the plat of Ellison Plantation Subdivision, as heretofore referred to or any amendments thereto.

H. Single - family dwelling means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption or a group of not more than three adult persons not so related, together with his or their domestic servants maintaining a common household in such dwelling.

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I. "Association" - means the Ellison Plantation Homeowners Association, a South Carolina nonprofit corporation to be formed by Declarant.

J. "Board" means the Board of Directors of the Ellison Plantation Homeowners Association.

K. "By - Laws" means the By - Laws of the Ellison Plantation Association.

L. "Common Area" shall mean all real property (including the improvements thereof) owned by the Association for the common use and enjoyment of the Owners, which real property is shown and delineated in the Plat.

2. LAND USE:

No lot may be used except for residential purposes and only one single - family residence shall be erected, altered, placed or permitted on any lot. No renting of rooms is permitted. Outbuildings, in-ground swimming pools, hothouse, greenhouse, or shed may be permitted by submitting plans and specifications to the Ellison Plantation Homeowners Association for approval. (No above ground pools permitted) Outbuildings must match the style and color of the residence. Only single - family residential dwellings and such outbuildings as are usually accessory thereto shall be permitted on any lot. No mobile homes, house trailer or any temporary structure shall be placed on any lot, either temporarily or permanently. No lot shall be used for repair work on automobiles or other vehicles whether performed by the owner or independent parties.

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3. QUALITY AND SIZE:

Ellison Plantation will be a “Craftsman Style Neighborhood”, the developers intent is to capture a perfect blend of materials to obtain harmony with nature. Lot Owner must fill out the Ellison Plantation preliminary review form supplied by the Ellison Plantation Homeowners Association, per lot owners request for design and material approval. All dwellings shall be constructed with the use of high quality materials and workmanship to insure that no dwelling will present and unsightly appearance. All dwellings must have a portion of the front elevation rock and/or brick exposed, not including the crawl space wall. All one story dwellings shall have minimum ground floor area of the main structure, exclusive of roofed or unroofed porches, terraces, garages, basements, of not less than 1500 square feet with an attached two car garage. All dwellings / garages / outbuildings shall have a roof pitch of 6/12 or steeper. All dwellings of more than one story shall have a minimum first floor of at least 1,000 square feet of fully enclosed heated floor area, with the total fully enclosed heated square feet of the dwelling not less than 1600 square feet with an attached two car garage. Dwellings with lofts shall be considered a one - story dwelling; however, the loft area shall not be considered when determining the square footage requirements. Any dwelling with a drive under basement garage must be a minimum of 1700 square foot heated. (No main level garage required with a drive under basement garage.) In all other cases two car garages are required. No building shall exceed three (3) stories in height. All driveways will be constructed in concrete. No gravel or blacktop driveways permitted. PROVIDED, HOWEVER, the ELLISON PLANTATION HOMEOWNERS ASSOCIATION may grant a variance as to the aforementioned requirement upon proper application of the lot owner to the ELLISON PLANTATION HOMEOWNERS ASSOCIATION.

4. BUILDING LOCATION:

No part of any building (including eaves, steps and open porches which shall be considered a part of the building) shall be located on any lot until written approval of a site plan showing the exact location of the building or improvements is submitted to and approved by the ELLISON PLANTATION HOMEOWNERS ASSOCIATION.

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5. RESIDENTIAL RESTRICTIONS:

The following shall be applicable to all lots located in Ellison Plantation Subdivision, as shown on aforementioned plat of said Development, and each owner, as to his lot, covenants to observe and perform the same.

A. Accessory Outbuildings: Without the approval of the Ellison Plantation Homeowners Association, no accessory outbuildings shall be erected on any lot or parcel prior to the erection thereon of a dwelling. In no event shall any such accessory outbuilding, partially completed or temporary structure, ever be used for human occupancy or habitation.

B. Completion of Construction: Construction of any improvements, once commenced, shall be completed within twelve (12) months. Improvements not so completed or upon which construction has ceased for ninety consecutive days or which have been partially or totally destroyed and not rebuilt within twelve (12) months, shall be deemed nuisances. Declarant may remove any such nuisance or repair or complete the same at the cost of the owner. The lots are pinned, if the survey pins are removed by homeowner or their builder during the construction, the pins will be replaced at the homeowner's expense.

C. Prohibition Against Used Structures: Without the approval of the Ellison Plantation Homeowners Association, no used buildings or structures, intended for use as a dwelling, shall be placed on any lot.

D. Maintenance of Lots: All lots and parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, Declarant shall have the right, through its agents and employees, to do so, the cost of which shall be added to and become a lien upon said lot and shall be enforceable by Declarant. Neither the Developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.

E. Disposal of Sanitary Waste: No outside toilet shall be constructed on any lot or parcel. Sewage disposal shall be a septic tank and drain field complying with the requirements of the South Carolina State Board of Health.

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F. Fences: There are to be no chain link fences allowed, other types of fencing, hedges or walls shall be permitted thereon Ellison Plantation Homeowners Association approval.

G. Nuisances: No noxious or offensive activities or nuisances shall be permitted on any lot or parcel.

H. Signs: No person, except the Declarant, shall erect or maintain upon any lot or parcel or improvement any sign or advertisement, unless prior approval is obtained from the Ellison Plantation Homeowners Association, provided, however, one "for sale" sign per lot, not exceeding five square feet, may be placed on a lot by the owner thereof.

I. Animals: No animals shall be kept or maintained on any lot or parcel except the usual household pets which shall be kept reasonably confined so as not to become a nuisance. No commercial breeding of animals on the premises shall be allowed.

J. Trees Waste, Construction Waste, Garbage, Refuse Disposal: Burial of trees and / or construction waste is strictly prohibited. No owner shall burn trash, burry garbage or other refuse without a permit from the Ellison Plantation Homeowners Association, nor shall any Owner accumulate on his lot junked vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.

K. Concealment of Fuel Storage Tanks: No fuel tanks of any kind shall be stored on the property.

L. Restrictions on Temporary Structures: No travel trailer or tent shall be placed or erected on any lot or parcel, nor shall any overnight camping be permitted on any lot or parcel until after the construction of a dwelling thereon. At no time shall a mobile home be placed on a lot or parcel.

M. Removal of Trees: Removal of trees fewer than 6 inches in diameter, does not require prior approval from the Ellison Plantation Homeowners Association. Trees exceeding 6 inches in diameter cannot be removed prior to building, during construction, or after construction without written consent from the Ellison Plantation Homeowners Association, prior to their removal.

N. Limited Access: There shall be no access to any lot or parcel on the perimeter of the Development except from designated streets or roads within the Development.

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O. Resubdivision of Lots: No lot shall be further subdivided or its boundary lines changed, except with the written consent of the Ellison Plantation Homeowners Association; however, the developer and Declarant herein hereby expressly reserves unto itself, its successors and assigns, the right to replat any one or more lots shown on the plat of said subdivision.

P. Drilling and Mining: No drilling, refining, quarrying or mining operations of any kind shall be permitted on any lot.

Q. Outside Antennas / Satellite Disks: No outside radio and television antennae or receiving equipment, including satellite disks over 30 inches shall be allowed on any lot / home. All satellite discs smaller than 30 inches must be placed at the rear of any residence, unless otherwise approved by the Ellison Plantation Homeowners Association.

R. Adequate off street parking shall be provided by the owners of said lots for the parking of automobiles owned by such owners, no vehicles to be permitted to park on streets Recreational Vehicles (campers, boats, jet-skis, etc.) must be parked so they are not visible from the road. Boats, campers, recreational vehicles, school busses and trucks shall not be parked regularly on said lots without the approval of the Ellison Plantation Homeowners Association.

S. No street obstructions will be permitted for safety reasons. Any hedges, trees, etc. that obstructs the view of traffic and becomes a safety issue, will be reviewed by the homeowner's association which will issue a request for obstruction to be removed. If obstruction has not been removed within thirty day of request the homeowner's association will remove the obstruction at the homeowners expense.

T. Mailbox Approval: Each homeowner will be required to submit a mailbox design / description for Ellison Plantation Homeowners Association approval PRIOR TO INSTALLATION.

U. It is the Responsibility of the Lot Owner for any damage to the curb, road, underground utility, or any damage caused by the lot owner or any of its builders, subcontractors, or visitors. Repairs of any such damage will be the responsibility of the lot owner.

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6. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats for use by Declarant, utility companies and public agencies in connection with this development including any portion of the property described herein. A ten foot drainage and utility easement is reserved by Declarant along all property lines, including lot lines, for the installation and maintenance of utilities and as access to other properties as may be required. Within these easements no structures, planting or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which obstruct or retard the flow of water through the drainage which obstruct or retard the flow of water through the drainage channels and the easements. In addition, the lots shall be subject to a non - exclusive easement in favor of Declarant for construction of improvements and for utilities on the properties. Declarant reserves the right to enter upon the twenty-foot utility easement and/or the forty foot utility easement for the purpose of cutting weeds, brush correcting drainage or for any other reasonable purpose.

Every lot shall be subject to an easement for entry and encroachment by the Declarant for a period not to exceed eighteen (18) months following conveyance of said lot to its original owner for the purpose of correcting any problems that may arise regarding grading and drainage directly caused by the Declarant. The Declarant, upon making entry for such purpose, shall restore the effected lot or lots as near the original condition as practicable.

No owner shall have any claim or cause of action against Declarant or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the plat except in cases of willful or wanton misconduct.



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7. Ellison Plantation Homeowners Association:

A. General Powers: All improvements constructed or placed on any lot in Ellison Plantation Subdivision, must first have the written approval of the Ellison Plantation Homeowners Association. Such approval shall be granted only after written application has been made to the Ellison Plantation Homeowners Association. The application, to be accompanied by two sets of plans of specifications, shall show the location of all improvements, if any, existing upon said lot and the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping and any other information which the Ellison Plantation Homeowners Association may require, including soil, engineering and geologic reports and recommendations.

B. Board Membership: The Ellison Plantation Homeowners Association will elect a Board, which shall be composed of a minimum of three members not to exceed five members. Board members shall be subject to removal by Declarant up until the date the Declarant registers the "Relinquishment of Developers Rights/Liabilities" form with the County of Anderson SC. This will be submitted after the majority of lots have been sold. After election of the three persons to the Board as heretofore stated by the property owners, in the event of the death or resignation of any member, the remaining members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority provided, further, it shall be the duty of the then-property owners, within ninety (90) days of such resignation or death, to elect a replacement of the deceased or resigned member.

C. Grounds for Disapproval: The Ellison Plantation Homeowners Association may disapprove any application:

(1) If such application does not comply with this declaration;

(2) Because of the reasonable dissatisfaction of the Ellison Plantation Homeowners Association with grading plans, location of the proposed improvements on a lot, finished ground elevation, color scheme, finish, design proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or

(3) If, in the judgment of a majority of the Board reasonably exercised, the proposed improvement will be inharmonious with the development, or with the improvements erected on other lots or parcels.

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D. RULES AND REGULATIONS: The Ellison Plantation Homeowners Association shall from time to time, adopt rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications, required number of copies of plans and specifications, provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove, etc.

E. VARIANCE: The Ellison Plantation Homeowners Association may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to owner of other lots or parcels.

F. CERTIFICATION OF COMPLIANCE: At any time prior to completion of construction of an improvement, the Ellison Plantation Homeowners Association may require of certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor or engineer that such improvement does not violate any setback, ordinance or statute, nor encroach upon any easement or right-of-way of record, nor violate any other provision of these Restrictions.

G. LIABILITY: Notwithstanding the approval by the Ellison Plantation Homeowners Association of plans and specifications or its inspection of the work in progress, neither it, the Declarant, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Ellison Plantation Homeowners Association, nor for any defects in any plans or specifications or other material submitted to the Ellison Plantation Homeowners Association, nor for any defect in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

H. APPEALS: Any applicant shall have the right to appeal to the Declarant from any decision of the Ellison Plantation Homeowners Association within thirty days after the entry of such decisions.

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I. FAILURE TO APPROVE OR DISAPPROVE: In the event the Architectural Control Ellison Plantation Homeowners Association fails to approve or disapprove any matters within the scope of its authority within forty five days after same have been submitted to it in writing, or, in any event, if no suit to enjoin such matter or thing has been commenced prior to completion of the doing of such matter or thing, such prior approval shall not be required and this covenant shall be deemed to have been fully complied with and no suit or claim shall thereafter be available to the Architectural Control Ellison Plantation Homeowners Association to the owner of any lot or the Declarant.

J. MISCELLANEOUS: Change in exterior, including color materials, alterations, additions, etc., must have prior approval of the Ellison Plantation Homeowners Association. The Ellison Plantation Homeowners Association also reserves the right to require owners of home sites where construction is not taking place to reasonably maintain the appearance of said property on request. All houses and other structures, including driveways, which shall be hard paved of concrete and landscaping, must be completed within one year from the start of construction except where such completion is impossible and would result in great hardships to the owner or builders due to strikes, fires, national emergency or natural calamities.

K. Ellison Plantation Homeowners Association – DHEC/Anderson County storm water maintenance agreement/responsibilities. Once the Declarant registers the “Relinquishment of Developers Rights/Liabilities” form, the Ellison Plantation Homeowners Association will assume ALL responsibilities and liabilities pertaining to the maintenance and repair of all storm water (BMP’s) installed in Ellison Plantation. It is understood that the Ellison Plantation Homeowners Association will sign and submit to Anderson County storm water and/or DHEC the appropriate maintenance and repair agreement. This will relieve the Declarant/Developer of all future maintenance and repair responsibilities/liabilities.

8. RESERVED AREAS:

Declarant has and will retain ownership of certain lands within the Subdivision, including but not limited to the streets, roads and reserved areas shown thereon on the plats of said Subdivision. The Declarant will dedicate the streets and roads as shown on the subdivision plat to the appropriate governmental body after they have been paved to the County of Anderson specifications and prior to the dedication of the aforementioned streets to the County of Anderson or other appropriate governmental body, the Declarant grants to the owners and occupants of each lot and easement to travel along and upon said roads and streets.

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9. PUBLIC ROADS:

All roads as shown on the aforementioned plat shall be paved to County of Anderson specifications. The Declarants specifically reserve the right to deed said roads and streets and the necessary right-of-way therefore to the County of Anderson and further give any and all rights-of-way for the furnishing of utilities to the said Subdivision and said roadways.

10. SURFACE WATER:

Each lot owner and his contractor, subcontractor or other agent shall take full responsibility for surface water runoff, which may adversely affect the adjacent property, with special concern for effect on the adjoining property. Plans to control said runoff must be submitted to the Ellison Plantation Homeowners Association, along other required plans. Notwithstanding any plans as may be submitted, the Ellison Plantation Homeowners Association may make additional, reasonable requirements of lot owners to prevent or control excess runoff during construction or thereafter, however, the responsibility for the surface water runoff will be that of the lot owner and not that of the Ellison Plantation Homeowners Association. Each lot owner agrees to accept any surface water runoff from any road to be constructed in said Subdivision and also agrees to hold the Declarant and Declarant's successors and assigns from any damage caused by said surface water runoff. Each lot owner additionally agrees to grant the Declarant or Anderson County any right-of-way required for surface water runoff.

11. SETBACK REQUIREMENTS:

There is a minimum set back requirement for any dwelling, garage or out building of forty (40) feet from the curb. This can only be amended, on a per lot basis, if building requirements or the specific lot terrain warrants review. A request must be submitted with the site plan, for review and approval, by the Ellison Plantation Homeowners Association.

12. MEMBERSHIP AND VOTING RIGHTS:

Every Owner of Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

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13. COVENANT FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot acquired by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property at the time when the assessment fee due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the preservation, improvement and maintenance of the Common Area's / Entranceway / and Street Lights.

Section 3. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the annual assessment shall be Two Hundred and & no/100 (\$200.00) dollars.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the annual assessment may be increased each year not more than five (5%) percent above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased above five (5%) percent provided that any such assessment shall have the assent of two-third (2/3) of the votes of each member who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Ellison Plantation Homeowners Association Board may fix the annual assessment at an amount not in excess of the maximum.

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(d) Anyone purchasing two or more adjacent lots, with the intention of building a single dwelling on the aforementioned lots, will be required to pay (at closing) the prorated maintenance fee for each lot, and will be required to pay the maintenance fee in subsequent years for each lot, until such a time that a dwelling is constructed. Upon construction of the dwelling, if it is deemed by the Ellison Plantation Homeowners Association, that the site plan indicates only one dwelling will occupy two or more lots, subsequent maintenance fees will be reduced to a single lot payment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. The Declarant or its successors and assigns shall be responsible for collecting the aforementioned assessments. The Declarant shall not be subject to the aforementioned special assessments for capital improvements.

Section 5. Notice of Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members being all owners, not less than thirty (30) days no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty (60%) percent of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

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Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by a Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12.00%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Addendum to Association: Insurance. The Association may also obtain a broad form public liability policy covering all common area and all damage or injury caused by the negligence of the Association of any of its agents, officer or employees in an amount of not less than one million dollars for each occurrence and such policies shall contain a waiver of the right of subrogation against members of Ellison Plantation Association, its officers, agents and employees.

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Section 10. Continued: Premiums for all insurance shall be a common expense. Premiums for insurance obtained by the Board of Directors on individual residences shall not be a part of the common expense, but shall be an expense of the owner(s) of the specific residence or residences so covered and a debt owed by the owners and shall be paid within twenty (20) days after notice of such debt and shall be collectible by any lawful procedure permitted by the laws of the State of South Carolina. In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall automatically become a lien upon such owner's residence and shall continue to be such a lien until fully paid. This lien shall be subordinate to the lien of any first mortgager and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments.

14. REMEDIES:

(a) Enforcement: Declarant and each person for whose benefit this Declaration inures may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of this Declaration, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including attorneys fees.

(b) Cumulative Rights: Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude any aggrieved parties' resort to any other remedy at law or in equity.

(c) No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or an occurrence of a different violation.

(d) 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.

15. DECLARANT/DEVELOPER REIMBURSEMENTS:

(a) After the sale of the first lot and receipt of the first Ellison Plantation Homeowners Association annual assessment the Declarant/Developer will subsidize the following expenses:

- 1) Entrance maintenance



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- 2) Entrance electric utility payment
  - 3) Entrance water utility payment
  - 4) Streetlight lease payments to Blue Ridge Electric
  - 5) Common area and roadside R.O.W. maintenance
  - 6) Storm water erosion and control maintenance and repair
- (b) The Declarant will be reimbursed for the expenses as specified in 15(a) commencing. Immediately after the sale of the lot and the first receipt of the first Ellison Plantation Homeowners Association annual assessment.
- (c) The Declarant will open a separate account in the name of the Ellison Plantation Homeowners Association. All assessments will be deposited in that account. All expenses as specified in 15(a) will be expensed from that account. The Declarant will supplement the account until the assessments collected is sufficient to fund all expense.
- (d) The Declarant will be reimbursed for all supplemented expenses immediately after enough funds are available from assessment collections.

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16. GRANTEES' ACCEPTANCE:

Each Grantee or purchaser of any lot shall, by acceptance of a deed conveying title to, or the execution of a Contract for the purchase thereof, whether from Declarant or subsequent owner of such lot, accept such deed or contract upon and subject to each and all of the provisions of this Declaration under the jurisdiction rights, powers, privileges and annuities of Declarant. By such acceptance, such grantee or purchaser shall, for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with Declarant and the Grantee or purchaser of each other lot, to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

17. CAPTIONS:

Paragraph captions of this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

18. TERM AND AMENDMENT:

The provision of this Declaration shall affect and run with the land and shall exist and be binding on all parties claiming and interest in the Development of Ellison Plantation Subdivision Phase, Until January 1, 2030 after which the same shall be extended for successive periods of ten years each. This Declaration may be amended by the affirmative vote of three-fourths of the owners of all lots in the Development entitled to vote and to recording of an Amendment to this Declaration duly executed by the requisite number of such owners required to effect such Amendment.

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IN WITNESS WHEREOF, Declarant has executed this Declaration this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signed, Sealed & Delivered

In the Presence of:

\_\_(day)\_, \_\_(month)\_, \_(year)\_ ELLISON PLANTATION

PARTNERSHIP

\_\_\_\_\_

BY: \_\_\_\_\_

Partner

\_\_\_\_\_

Attest: \_\_\_\_\_

Partner

STATE OF SOUTH CAROLINA )

)

PROBATE

COUNTY OF ANDERSON )

PERSONALLY APPEARED before me the undersigned witness and made oath that(s) he saw the within named Partners of ELLISON PLANTATION PARTNERSHIP sign, seal and as its act and deed, deliver the within Declaration for the uses and purpose therein mentioned, and that(s) he with the other witness herein above subscribed, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_

\_\_\_ Day of \_\_\_\_\_, 2015

\_\_\_\_\_(ls)

Notary Public of South Carolina

My commission expires on \_\_\_\_\_.

Entrance common area separated on plat.

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 )  
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