

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

RESTRICTIVE COVENANTS FOR
HOLCOMBE RIDGE

The undersigned, Holcombe Road Holdings, LLC, a South Carolina Limited Liability Company, by its members hereinafter known as "Declarant," the owner of all lots and tracts of land shown on plat of subdivision known as Holcombe Ridge, recorded in the Register of Deeds Office for Greenville County in Plat Book 1091 at page 53, deems it in the best interest of Declarant and future owners of said property to subject said property to the protective covenants, restrictions, reservations, servitudes and easements hereinafter set forth, each and all of which is and are for the benefits of said property and each and every part thereof and shall apply to and bind every present and future owner of said property or any part thereof, and each of their heirs, successors and assigns.

NOW, THEREFORE, Declarant, as owner, hereby declares that the real property hereinabove described is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, servitudes and easements hereinafter set forth.

2500 sq ft
200 per lot

I.

GENERAL PURPOSE OF COVENANTS

The real property hereinabove described is subject to the covenants, restrictions, reservations, servitudes, and easements hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve so far as practicable the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property, to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on lots; to prevent haphazard and unharmonious improvement of lots; to secure and maintain proper



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Rec:\$32.00

Cnty Tax:\$0.00

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State Tax:\$0.00

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setbacks from streets and adequate free spaces between structures; and in general to provide adequately for high type and quality of improvement in said property and thereby enhance the value of investments made by the purchasers of lots therein.

All uses and requirements shall be approved by any and all appropriate governmental authorities having jurisdiction thereof.

II.

USES PROHIBITED AND PERMITTED - SINGLE FAMILY RESIDENCE LOTS

1. Said property shall not be used nor shall any portion thereof be used for any purpose other than residential purposes. No more than One (1) single family residence shall be constructed on any lot or permitted subdivision of a lot.
2. Unless previously approved in writing by the Architectural Committee, no sheds, storage buildings, carports, tree houses or any type of outbuilding structures, including playhouses which are of a design and size to replicate a storage building or shed, shall be permitted on any lot. Clothes lines shall not be permitted. However, the initial purchaser from Decalarant of Tract A shall be allowed to build a storage building and kennel without Architectural Committee approval.
3. No service utilities, fuel tanks, woodpiles, trash and garbage accumulations are to remain visible from the street or from another residence within the subdivision.
4. When the construction of any building on any lot is once begun, work thereon must be persued diligently and it must be completed within a reasonable time, but not to exceed eighteen (18) months. No building shall be occupied during construction or until made to comply with all requirements of this Declaration. No outbuilding or garage shall be used for permanent or temporary residence purposes.
5. No commercial or industrial business may be erected, maintained, operated, carried on, permitted or conducted on any lot or part thereof. No noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property or any part thereof, nor

shall anything be done thereon which may be or become an annoyance or nuisance to the remaining lots or their owners. Such offensive and noxious activities include, but are not limited to, the playing of loud music, loud noises, and repeated gatherings of numerous persons at a house or lot. No operation of Four-wheelers in the subdivision shall be permitted. Nothing herein shall be construed to prohibit a home business in any dwelling, including an insurance business on Tract A conducted by the original purchaser of Tract A from Declarant.

6. Any dwelling house, appurtenant outbuilding or garage shall be constructed of new materials only, unless written permission to the contrary is granted by the Declarant. No previously constructed structure shall be moved upon any lot from another location without written permission from the Declarant. No sheet metal, exposed concrete blocks, asbestos siding or other unsightly material shall be installed in any structure.

7. No cattle, hogs, poultry, other livestock, or domestic farm animals shall be kept on any lot. All domestic pets and horses shall be limited to numbers reasonable to the size and location of said lot and shall be kept reasonably confined so as not to become a nuisance. Chain-link, mesh, or wire fencing may be permitted to contain domestic pets, but shall be located a minimum distance of fifty (50) feet from side, rear or front of lot lines.. No animal shall be raised, kept or maintained on any lot for the purpose of commercial sale. Excessive noise caused by barking dogs or noise made by other animals is prohibited.

8. No trash, rubbish, garbage or other like household refuse shall be burned on any lot with or without fire permits, nor shall any owner accumulate or maintain on his lot junked vehicles, vehicles without a current license tag, litter, refuse, trash, rubbish, garbage, or other unsightly materials, except in receptacles provided for such purposes. No trailer, mobile home or other such housing shall be placed on any lot. During construction, builders may maintain the construction equipment, sheds, trailers and construction office structures thereon, which shall be removed upon substantial completion of the structure.

9. All dwellings shall have a minimum of 2,500 square feet of heated space, excluding garages and basement space. Two story structures shall have a minimum of 1750 square feet of heated space on the bottom floor,

excluding garages and basements.

10. All buildings and grounds shall be maintained. In the case of destruction by fire or other casualty, premises shall be cleared and debris shall be removed within ninety (90) days of the date of such casualty. Lots without trees shall be mowed on a regular basis and all vegetation maintained in an attractive condition at all times.

11. The removal of any and all trees of 12 inches in diameter or more is prohibited, unless approved by the architectural committee, in its sole discretion.

12. Chain link, wire or mesh fences may be erected on any lot however they shall be set back fifty (50) feet from all side, rear and front lot lines.

13. No manufactured, mobile or modular homes shall be placed or maintained on any lot.

14. No above ground pools shall be permitted on any lot.

III.

APPROVAL OF PLANS, LOCATION AND SETBACK LINES OF STRUCTURES

1. No building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed or maintained on any lot or any part thereof, nor shall any alteration, addition, changing, repairing, remodeling or adding to the exterior thereof be made until approved in writing by the Architectural Committee. Prior to the commencement of any construction, excavation or other work, two (2) plot plans indicating and fixing the exact location of such structures or such altered structures on the lot with reference to all setback lines thereon shall be submitted to the Architectural Committee for approval. The Architectural Committee shall approve only those plans and specifications which shall meet the minimum standards required by any and all applicable building codes. The locations of all driveways are subject to the approval of the the Architectural Committee.

2. Approval of plans, specifications and location of buildings by the Architectural Committee shall be endorsed on both said plans and specifications and one set shall forthwith be returned by the Architectural Committee to the lot owner submitting the same.

3. The approval by the Architectural Committee of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the Architectural Committee of the right to object any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in subsequent plan and specifications submitted for approval for use on other lots.
4. After such plans and specifications and other data submitted have been approved by the Architectural Committee no building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said lot unless the same be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Committee. If any building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said lot other than in accordance with the plans and specifications and plot plans theretofore approved by the Architectural Committee such erection, construction, placing, alteration or maintenance shall be deemed to have been undertaken without the approval of the Architectural Committee having ever been obtained as required by this Declaration.
5. (a) After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all the provisions of this paragraph unless notice to the contrary shall have been recorded in the public records of Greenville County or legal proceedings shall have been instituted to enforce such compliance.

(b) In the event that the Architectural Committee shall fail for a period of thirty (30) days to approve or disapprove any plans, specifications or plot plans submitted to them of approval, the same shall be deemed to have been approved.
6. The plans and specifications to be submitted to the Architectural Committee shall show the nature, kind, shape, height, materials, floor plans, color scheme, location of such structural work to be done, the grading plan of the plot to be built upon, and the proposed square footage of the dwelling and the Architectural Committee shall have the right to refuse to approve any such plans and specifications, grading plan, or

proposed square footage which are not suitable or desirable, in Architectural Committee's opinion for aesthetic or any other reasons, and in so passing upon plans and specifications and grading plans, shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the harmony of said structure with the surroundings and the effect of the building or other structures as planned and on the outlook from the adjacent or neighboring property.

7. No building and no addition to any building and no structure or object shall be erected, placed or maintained on any lot nearer to the front and side or rear lot lines than thirty (30) feet shown on the above referenced subdivision plat. The Architectural Committee shall in all cases have the right to determine and designate the building lines as necessary to conform to the general plan of the Subdivision and to the best interests of each lot owner in said subdivision, and the Architectural Committee's judgment and determination shall be final and binding.

8. Anything in this paragraph to the contrary notwithstanding, in the event one lot or portion thereof and the whole or portion of a contiguous lot all in one ownership shall be used as one building site for one structure and its appurtenant outbuildings permitted by this Declaration, then while as owned and used, the side lines and rear line of such site shall for purposes of this paragraph be deemed to be the side lot line and the rear lot line of such entire site.

9. The initial Architectural Committee named herein shall serve until the Declarant has turned all common areas over to the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC. All duties and responsibilities imposed upon the Architectural Committee by this ARTICLE III shall be exercised by an architectural committee to be elected by the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC., or any successor thereto, in accordance with the By-Laws of said entity. The original Architectural Committee shall consist of Joe Thomason, Steve Sandlin and Neil Huff. Said architectural committee shall thenceforth exercise all powers, duties, and responsibilities imposed upon the Architectural Committee by this ARTICLE III and shall be vested with such discretion as is granted by this ARTICLE III. Said permanent architectural committee shall

operate in compliance with the By-Laws of said entity.

IV.

LOTS

1. Lots shall be a minimum of five (5) acres and no lot shall be subdivided to yield a lot or portion of a lot less than five (5) acres. Declarant may subdivide its properties in any manner, at its discretion, subject to the five acre minimum lot size set forth herein.

V.

PRIVATE ROADWAY, GATE, GATE OPENER AND COLUMNS EASEMENTS

1. All roadways, streets, or access easements shown on the aforesaid plat, and having such metes and bounds as are shown thereon, are reserved for the private use, benefit, and enjoyment of, the owners of all properties in Holcombe Ridge and shall constitute a permanent easement appurtenant, running with the land, for ingress and egress running in favor of, all lot owners, their heirs, successors, executors, administrators, assigns, and mortgagees. All lots, or portions thereof, shall be subject to such easements for said roadways, streets and access easements. Additionally, the parcel or parcels of land upon which the entrance columns, gate and electronic gate opener are located shall be subject to a permanent and appurtenant easement in favor of the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC., for the existence, maintenance and repair of said columns, gate and electronic gate opener.

2. The easements described herein and on said subdivision plat shall run with the land and shall be for the benefit and use of the owners of all lots shown on the aforesaid plat, their heirs, successors, executors, administrators, assigns, and mortgagees.

3. No lot may be used as a street, lane, way or easement over which access might be obtained to adjacent properties without specific written consent of Declarant, its successors or assigns. Any lot shown on the aforesaid plat with such a roadway that touches, encroaches or passes through said lot shall be subject to the rights of all owners in the subdivision to the use and passage over the said roadway.

VI.

HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC.

1. There shall be an eleemosynary corporation established for the benefit of the lot owners of the subdivision, the name of which shall be HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC. The HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC. shall be governed according to By-laws in the form attached hereto. Said By-laws may be amended by a vote of two-thirds ($\frac{2}{3}$) or sixty-six percent (66%) of the property owners entitled to vote. Declarant shall exercise all duties and powers of the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC., until Declarant, at its discretion, has deeded the common areas to the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC.
2. The owner of each presently constituted lot as shown on the aforesaid plat or any subdivision thereof, shall be a member of said corporation and shall be entitled to one vote therein. When title to any lot is vested in two or more persons, the vote shall be exercised as they among themselves shall determine, but in no case shall more than one vote be cast per lot. Upon the combination of two or more lots for one residence, the owner of each of the combined lots thenceforth existing shall thenceforth be entitled to one vote in said corporation in accordance with the foregoing.
3. Membership in said corporation shall be appurtenant to and may not be separated from ownership of the lot which is subject to assessment.
4. Maintenance and upkeep of all common areas, roads, streets or access easement as shown on the recorded subdivision plat shall be the responsibility of the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC. Additionally, HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC. shall be responsible for maintenance and upkeep of the entrance columns, gate and electronic gate opener.

VII.

MAINTENANCE CHARGES

1. Assessments for maintenance of roads, common properties, automatic gate and automatic gate openers and for general operation of the Association, consistent with the By-Laws of HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC., shall be levied from time to time by HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC., against each presently constituted lot. Prior to assumption of duties by the Association, Declarant shall determine the amount of the annual assessments, if any, which assessments shall not exceed initial the sum of two hundred (\$200.00) Dollars annually, per lot.

After the sale of the first lot or parcel, and after subsequent sales by Declarant, the Declarant shall be responsible for it's pro rata share of the private roadway maintenance and installation of the electronic gate, which shall be seven-eighths (7/8) of the cost thereof. As Declarant, or any owner, sells a lot or a portion of a lot, the share of Declarant and each owner shall be adjusted pro-rata, based on the number of resulting lots. This provision shall survive the conveyance of the common areas and turning over of management of the subdivision to the Holcombe Ridge Homeowners Association and shall be binding on Declarant as long as Declarant owns a lot or portion thereof. Declarant shall perform all acts and duties of the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC. until the Declarant conveys the common areas to the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC. and shall levy such assessments for continuing maintenance thereof in the same manner as provided for assessments else where in these covenants.

2. Each assessment shall be due on such reasonable due date as may be established by HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC. and the total amount of each assessment shall be established by HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC., or Declarant in accordance with its By-Laws or by Declarant, as may be applicable.

3. The Declarant, its successors and assigns, shall pay no dues, assessments or Regime Fees, except as provided elsewhere in these covenants.

4. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the then current legal interest rate. 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 the grantee, his successors, heirs, and assigns.

5. Said assessment, if unpaid when due, shall constitute a lien upon the subject lot, which may be foreclosed in the same manner as a real estate mortgage, with interest, costs, and attorneys fees to be added to the amount of such unpaid assessment.

6. Said lien for assessments must be established by, and shall be effective from the time of, filing of either a Notice of Lien or a Lis Pendens in the Office of the Clerk of Court for Greenville County.

7. Said lien for assessments shall be subordinate to the lien of any mortgage, lien of laborers, contractors or materialmen furnishing labor and materials in connection with the construction of improvements located on said property, unless such lien is filed subsequent to the filing of said Notice of Lien or a Lis Pendens. Sale or transfer of any lot shall not affect the assessments lien; however, the sale or transfer of any lot pursuant to foreclosure of any lien enumerated above shall extinguish the lien for assessments as to assessments which became due prior to such sale or transfer but for which no Notice of Lien or a Lis Pendens has been filed. Nothing herein shall affect the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

VIII.

SIGNS

No sign of any kind shall be displayed to the public view on this property except one professional sign of not more than one square foot, except that one temporary sign of not more than five square feet advertising the property when it is for sale, or signs used by a builder to advertise the property during construction, may be kept on a lot for a reasonable time.

IX.

RESERVATIONS, SERVITUDES, AND EASEMENTS

1. All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building equipment and maintenance of said property. Each grantee or purchaser under contract of sale or agreement of purchase accepts the same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration and agrees to be bound by each such covenants, restrictions, reservations, servitudes and easements. Such covenants, restrictions, reservations, servitudes and easements shall run with the land and continue automatically and without further notice from that time or a period of ten (10) years each without limitation unless within six (6) months prior to the expiration of any successive period of ten (10) years thereafter, a written agreement executed by a majority of the then record owners of lots in the property subject to this Declaration, shall be placed on record in the appropriate public record book, in which agreement any of the covenants, restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or part as to all or any part of the property then subject thereto by a majority vote of the owners of the lots in Holcombe Ridge and to the extent therein provided.
2. In the event that any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each unless and until further changed, modified or extinguished in the manner herein provided.
3. Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or assessments of this Declaration, but any such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant or an owner of any lot of said property.

X.

VIOLATION OF COVENANTS, RESTRICTIONS

RESERVATIONS, SERVITUDES AND EASEMENTS

After 30 days written notice from the Declarant or the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC., to a homeowner who is in violation of the provisions of these covenants, restrictions, reservations, servitudes and assessments, the Declarant or the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC., shall have the right to immediate entry upon the property upon which such violation exists and summarily to abate and remove at the expense of the owner thereof, any erection, structure, building, thing, or condition that may be or exists thereon contrary to this Declaration and to the true intent and meaning of the provisions hereof, and the Declarant or the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC., shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, nor shall the Declarant or the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC., be liable for any damages occasioned thereby. The result of every act or of omission or commission or the violation of any covenant, restriction, reservation, servitude and easement in whole or in part, is hereby declared to be and to constitute a nuisance and every remedy at law or equity against a nuisance, either public or private shall be applicable against any such owner of any lot and may be prohibited and enjoined by an injunction. Such remedy may be deemed cumulative and not exclusive where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes, and easements. The losing party in such litigation shall pay all expense, including a reasonable attorney's fees incurred by the other party in such legal proceeding.

Structures already in existence at the execution of these covenants and restrictions shall not be subject to said covenants and restrictions and may remain on the property until demolished or destroyed. The guest house in existence on the property shall have the right, privilege and easement for the use of the existing well, until the guest house lot is sold by the Declarant. However, such use shall not unduly diminish the well owner's then current volume of water supply from the well.

RIGHT TO ENFORCE

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant or by the owner or owners of any portion of said property, and each of their legal representatives, heirs, successors and assigns, and failure by the Declarant or by the owner or owners of any portion of said property or their legal representatives, heirs, successors and assigns, to enforce any of such covenants, restrictions, reservations, servitudes, and easements herein contain shall in no event be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

XII.

ASSIGNMENT OF POWERS

Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to another corporation, co-partnership, or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers it shall, to the extent of such deed, conveyance or assignment, have the same rights and powers and be subject to the same obligations and duties as are given to or as assumed by the Declarant herein, and thereupon Declarant shall be relieved of the performance of any other duty or obligation hereunder to the extent of such deed, conveyance, or assignment. In the event Declarant shall convey all of his right, title, and interest in and to the real property described herein and shall assign all of his rights, powers, and privileges under this Declaration to another corporation, co-partnership or individual, and such assignee should by instrument in writing duly executed, acknowledged and recorded in the appropriate record books of the county, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such other corporation, co-partnership, or individual shall succeed to all of the rights, powers, reservations, obligations, and duties as those such other party had originally been named as Declarant.

XIII.

THE VARIOUS PARTS OF THIS
DECLARATION ARE SEVERABLE

In the event any clause, subdivision, term, provision or part of this Declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable shall remain in full force and effect, and each and all of the paragraphs, subdivisions, terms, provisions, or parts of this Declaration are hereby declared to be severable and independent of each other.

IN WITNESS WHEREOF, the undersigned has hereby set his hand and seal this 20 day of August, 2009.

IN THE PRESENCE OF:

Temple
Lil Blom
Temple
Lil Blom
Temple
Lil Blom

DECLARANT:

Holcombe Road Holdings, LLC

BY: Joe Thomason

Joe Thomason

ITS: Member

BY: Steve Sandlin

Steve Sandlin

ITS: Member

BY: Stephen Hall

Stephen Hall

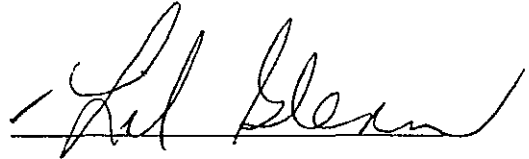
ITS: Member

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named **Holcombe Road Holdings, LLC**, a South Carolina Limited Liability Company, sign, seal and as its act and deed deliver the within written Restrictive Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.



SWORN to before me this 20
day of August, 2009.



Notary Public for South Carolina

My Commission Expires: 10-30-18

11350/0001

EXHIBIT A

ALL THAT certain piece, parcel or lot of land, lying and being situate in the State of South Carolina, County of Greenville and being shown and designated as Tract A, containing 13.68 acres, more or less, according to a survey entitled " Survey for Holcombe Ridge", prepared by W.R. Williams, Jr., dated 8/10/09, revised on 8/17/09 and recorded 8/17/09 in Plat Book 1091 at Page 53 in the Register of Deeds Office for Greenville County, SC. Reference is hereby made to said plat for a more complete and accurate metes and bounds description thereof.

P/O TMS# 0662.08-01-01.002

The said property was herein conveyed to William N. Huff and Catherine J. Huff by deed of Holcombe Road Holdings, LLC, dated 8/20/09 and recorded in Deed Book 2361 at Page 498 in the Register of Deeds Office for Greenville County, SC on August 21, 2009.

File#3201/9001

EXHIBIT "A"
BY-LAWS
OF
HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of this Corporation shall be "HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC." and shall be located in Greenville County, South Carolina.

ARTICLE II

CORPORATE PURPOSES

The purpose of said proposed Corporation is to conduct a homeowners association to serve the owners of lots in Holcombe Ridge to engage in any and all types of social and community activities, not for a profit, which shall promote the recreational, physical and environmental welfare of its members and to engage in such activities which shall raise the standards of community welfare through educational, recreational and beautification facilities, including, but not limited to, the ownership and operation of recreational and beautification facilities for its members and the administration and enforcement of any applicable Restrictive Covenants.

ARTICLE III

CORPORATE SEAL

This Corporation shall have a corporate seal, circular in design, with the following words inscribed thereon: "Holcombe Ridge Homeowners Association, Inc., South Carolina, 2009, Corporate Seal".

ARTICLE IV

NON-PROFIT STATUS

Notwithstanding the foregoing Corporate Purposes contained in Article II, this Corporation is organized for charitable, religious, educational and scientific purposes within the meaning of the Internal Revenue Code of 1954, Section 501, as amended, and including for such purposes, the making of distributions to organizations that qualify as Exempt Organizations under Section 501 of the Internal Revenue Code of 1954, as amended, or the corresponding provisions of any future United States Internal Revenue Law. No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, its members, directors, trustees or officers or other private persons except that the Corporation shall be authorized and empowered to pay for reasonable services rendered and to make payments and distributions in furtherance of the purposes set forth in the Corporate Purposes hereof. No substantial part of the activities

of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these articles, the Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from the Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Laws); or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law).

ARTICLE V

DISTRIBUTION OF ASSETS ON DISSOLUTION

Upon the dissolution of this Corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of this Corporation, dispose of all of the assets of this Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law) as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of Greenville County, South Carolina, in which the principal office of this Corporation is located exclusively for such purposes or to such organization or organizations as said court shall determine which are organized exclusively for such purposes.

ARTICLE VI

NO CAPITALIZATION

This Corporation shall have no capital stock and shall have no capitalization. No dividends of any kind or nature shall ever be declared or paid to the members hereof or to any officer, director or trustee of this Corporation.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. Number.

General affairs and business of this Corporation shall be governed by a Board of Directors consisting of four (4) members subject to the limitations contained in these By-Laws.

Section 2. Terms of Directors.

Each of the four (4) Directors shall be elected for a term of two (2) years. The terms of the Directors will be staggered in order that two (2) new Directors are elected each year at the Annual Meeting of the Members. At the organizational meeting of the membership of this Corporation, the members shall elect from the membership for a term of two (2) years, two (2) Directors of this Corporation, and two (2) Directors for a term of one (1) year. At the second Annual Meeting of the membership and at each Annual Meeting of the membership thereafter, two (2) new Directors to serve a term of two (2) years shall be elected into office.

Section 3. Annual Meetings.

The annual meeting of the Board of Directors shall take place immediately following the annual meeting of the members. Special meetings of the Board of Directors may be called by the President, Secretary, or any two (2) directors on five (5) days' written notice. Personal attendance of any director at any meeting of the Board of Directors shall constitute a Waiver of Notice.

Section 4. Vacancies.

Any vacancy occurring in the Board of Directors or in any office between annual meetings of the members shall be filled by a majority of the then remaining directors in office. Any director may be re-elected to succeed himself in another term of office.

Section 5. Quorum.

At all meetings of the Board of Directors, a quorum shall consist of three (3) of any four (4) members of the Board. A majority of any such quorum present may decide any questions which may come before the meeting and which are within the authority of the Directors.

ARTICLE VIII

POWERS OF DIRECTORS

Section 1. General Powers.

The general affairs and business of this Corporation shall be managed by its Board of Directors. The Board of Directors of this Corporation is hereby specifically authorized to exercise the following powers, duties and discretions, to-wit:

- A. To promulgate, amend, publish and enforce rules and regulations binding upon the members necessary or advisable in the management of the Corporation's affairs, assets or properties.
- B. To constitute, designate and appoint committees and define their powers and duties and to delegate authority thereto.

C. To delegate authority to any officer or member of this Corporation from time to time.

D. To exercise, or delegate the exercise, of all powers and authorities which may be conferred upon this Corporation or the Architectural Committee in any Restrictive Covenants appearing of record in the RMC Office for Greenville County, South Carolina, specifically including, but not limited to, the appointment and administration of an Architectural Committee and the collection of all annual maintenance charges, dues and assessments therein provided.

E. To bring in its own name or in the name of any member, including the payment of any necessary costs, attorneys fees and expenses incident thereto, civil actions for the enforcement of any violation of restrictive covenants applicable to Holcombe Ridge Subdivision, now or hereafter, or for any complaint, annoyance or nuisance to any member of this Corporation arising out of Holcombe Ridge Subdivision for which a civil action may exist for abatement, damages or relief.

ARTICLE IX

OFFICERS

Section 1. Names.

The officers of this Corporation shall be a President, Vice President, Secretary, Treasurer and Chairman and Vice Chairman of the Architectural Committee who shall be members from the Board of Directors and shall be elected for a one (1) year term by the members at each annual meeting of the members to hold office until the next annual meeting of the members.

Section 2. President.

The President shall be the chief executive officer of the Corporation, and, subject to control by the Board of Directors, shall with the Secretary execute all documents in the normal course of the business of the Corporation. The President shall preside at all meetings of the Board of Directors and members. The President shall have no vote as a director except in the event of a tie in the vote of the Board of Directors.

Section 3. Vice President.

The Vice President, in the absence of the President, shall perform the duties of the President.

Section 4. Secretary.

The Secretary shall keep the minutes of meetings of the Board of Directors and the members shall be custodian of records of the Corporation. The Secretary, together with the President, shall execute all documents in the normal course of the business of the Corporation.

Section 5. Treasurer.

The Treasurer shall have custody of all funds and properties of the Corporation and shall keep regular books of account in accordance with accepted accounting practices. The Treasurer shall collect and disburse the funds of the Corporation in such manner as shall from time to time be authorized by the Board of Directors.

Section 6. Chairmen of the Architectural Committee.

The Chairman and Vice Chairman of the Architectural Committee hereinafter provided shall be officers of this Corporation. The Chairman of the Architectural Committee shall preside at all meetings of the Architectural Committee. In the event of his absence or inability to serve, his duties shall be exercised by the Vice Chairman of the Architectural Committee who shall also be an officer of this Corporation.

Section 7. Delegation of Duties.

The Board of Directors may delegate to any officer of this Corporation any of the duties hereinabove designated to be performed by any officer, either temporarily or permanently, as long as such powers and authorities shall not be inconsistent with these By-Laws.

ARTICLE X

MEMBERSSection 1. Members - Qualification.

Every record owner of a fee simple or leasehold interest in any lot in Holcombe Ridge Subdivision shall be a member of the HOLCOMBE RIDGE HOMEOWNERS ASSOCIATION, INC. Any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from the ownership of any lot the subject of the Restrictive Covenants applicable to Holcombe Ridge Subdivision.

Section 2. Number of Votes.

At all meetings of the members, each member shall be entitled to one (1) vote; provided, however, that where several members own a lot or lots as tenants in common, then the combined membership of such lots shall be entitled to only one (1) vote, it being the intention hereof that each residence owning an aggregate grouping of lots shall have only one (1) vote at all meetings of the membership. "Lots" as used in these By-Laws shall refer to a residence or combined number of lots owned by one (1) owner or owners. In the event of a vacant lot or lots on which no residence has been constructed, then each of such lots shall be entitled to one (1) vote as though a residence had been constructed thereon.

Section 3. Appeal.

Any member aggrieved by any enforcement of any rule or regulation of the Board of Directors may appeal to the membership at a special meeting called for such purpose for reversal of the action of the Board of Directors.

Section 4. Annual Meeting.

An annual meeting of the members shall be held on the second Thursday in May of each year at such time and place as shall be specified in the notice of the meeting. Special meetings of the members may be called on notice given by the President, any two (2) Directors, or ten (10%) percent of the members.

Section 5. Quorum.

Thirty three (33%) percent of the members of this Corporation at any annual or special meeting of the membership shall constitute a quorum for the transaction of any business which may come before the membership. A majority of the above defined quorum present at any such meeting may decide any matter which may come before the membership. Personal attendance at a meeting of the members shall be deemed a waiver of written notice hereinabove required.

Section 6. Removal of Directors.

Any or all directors and officers from time to time serving the Corporation may be removed by the members of the Corporation by a majority vote of such members at a meeting called for such purpose after thirty (30) days' written notice.

Section 7. Compensation of Officers and Directors.

No officer or director shall receive compensation for his services to this Corporation. However, any director or officer may be reimbursed for his actual expenses incurred in the performance of his duties pursuant to resolution and action by the Board of Directors.

ARTICLE XI

TRANSFER OF MEMBERSHIPSection 1. Direct Sales to Home Purchasers.

Any purchaser of a lot, or a portion of a lot, automatically shall be a member and shall pay all dues and assessments then due by the seller of said property and to all dues and assessments subsequently applicable to the property as provided in the Covenants and Restrictions and by acceptance of a deed shall be deemed to have agreed to membership and to payment of all dues then due by such member and to all dues and assessments thereafter applicable to said property.

Section 2. Dues and Assessments.

Dues and assessments to support the operation and maintenance of any facilities of the Corporation and its programs shall be in an amount recommended by the Board of Directors at each annual meeting of the members and approved by the members. Nonpayment of dues shall bar a member from the exercise of the privileges of membership of a member.

Section 3. Nonpayment of Assessments.

No membership shall be transferred or approved by this Corporation unless the transferring member shall then be current with all dues assessed by the Board of Directors, and the purchaser of any lot for which past due dues exist shall not be recognized as a member of this Corporation until such charges have been paid in full.

Section 4. Delinquent Dues.

The Board of Directors shall have the power to revoke the membership of any member who shall be delinquent in payment of his dues in the amount authorized to be collected by the Board of Directors. The Board of Directors shall be authorized to grant such grace periods for the payment of dues for membership as the Board of Directors deems advisable in accordance with policies uniformly applied.

ARTICLE XII

SUSPENSION OF MEMBERSHIP

The Board of Directors may suspend or revoke the membership rights of any member upon finding that any member has violated these By-Laws or rules and regulations of the Corporation. Any member against whom such action is taken under this Article shall be given at least five (5) days' advance notice of the proposed action and shall be provided an opportunity to be heard at a meeting of the Board of Directors. Any member whose privileges have been revoked by the Board may file a written petition for a meeting of the membership for the purposes of reviewing the action of the Board of Directors.

ARTICLE XIII

MISCELLANEOUS

Section 1. Amendments.

These By-Laws may be amended by a majority of the members at a meeting called for said purposes at least thirty (30) days in advance thereof. In the event that a majority of the members fail to attend such a

meeting for such purposes, then another meeting shall be called thirty (30) days thereafter and a three-fourths (3/4) vote in favor of an amendment to these By-Laws by those members who do attend such meeting thirty (30) days thereafter shall be effective for the enactment of such amendment.

Section 2. Bank Accounts.

All funds of the Corporation shall be deposited in such banks as the Board of Directors may select and designate by resolution as the official depository of the Corporation.

Section 3. Fiscal Year.

The fiscal year of the Corporation shall commence on the first day of January and end on the last day of December of each calendar year.

Section 4. Notices.

Any notice of any meeting required to be given to any Director or member may be waived in writing by the signature of the party to receive such notice, either before or after the meeting, which waiver need not specify the business transacted at the meeting or the purpose thereof.

Section 5. Informal Action by Members or Directors.

Any action required by law to be taken at a meeting of members or directors, or any action which may be taken at a meeting of the members or directors, may be taken without a meeting if a consent in writing setting forth the action taken is signed by the members or directors entitled to vote with respect to the subject matter thereof.

Section 6. Proxies.

At any meeting of the members, a member entitled to vote may vote by a lawfully executed proxy, executed in writing by the member or his duly authorized attorney-in-fact.

Section 7. Voting by Mail.

Where directors are to be elected by members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

Section 8. Nominating Committee.

The Board of Directors, prior to any annual meeting of the members at which new officers and directors are to be elected, may name a Nominating Committee for the purposes of making nominations to the members at such annual meeting. Nothing contained herein shall prevent any nomination from being made from the floor at any such meeting.

ARTICLE XIV

RESTRICTIVE COVENANTS

Any Restrictive Covenants which are now or in the future applicable to all or a majority of all lots in Holcombe Ridge Subdivision, Greenville, South Carolina, shall be and are hereby included as a part and parcel of these By-Laws. Any provision or condition contained in such Restrictive Covenants which contradict the terms and conditions of these By-Laws shall prevail.

ARTICLE XV

ARCHITECTURAL COMMITTEESection 1. Restrictive Covenants.

The Architectural Committee established by the Restrictive Covenants, now or hereafter filed in the RMC Office for Greenville County, South Carolina, applicable to Holcombe Ridge Subdivision, shall have the right to approve or disapprove of all buildings and other structures now or hereafter constructed upon any lot in Holcombe Ridge Subdivision as set forth in said Restrictive Covenants.

Section 2. Number.

Three (3) of the Directors of this Corporation shall serve as members of the Architectural Committee established under the said Restrictive Covenants, one (1) of whom shall be the Chairman of the Architectural Committee, one (1) of whom shall be the Vice Chairman of the Architectural Committee and the third of whom shall be a member of the Board of Directors. The members of the Architectural Committee shall serve for a term of one (1) year and shall be elected by the members at each annual meeting of the membership as hereinabove provided.

ARTICLE XVI

INDEMNIFICATIONS AS TO OFFICERS AND DIRECTORS

The Corporation shall indemnify any officer or director or former officer or director of this Corporation against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceedings in which he is made a party by reason of being or having been such an officer or director, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross misconduct in the performance of duty.

ARTICLE XVII

ASSESSMENTSSection 1. Obligations.

As is more fully provided in the Restrictive Covenants, each member is legally obligated to pay to the Corporation annual assessments for each lot the subject of such assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. The initial assessments of this Corporation shall be in the sum of _____ (\$_____) Dollars per annum, but such amount is subject to increase or reduction by the Board of Directors and the members as hereinabove provided.

Section 2. Duty to Determine Amount.

It shall be the duty of the Board of Directors from time to time elected to arrive at the amount of the assessment pursuant to the Restrictive Covenants hereinabove provided and to make recommendations to the annual meeting of the members as to such amount or amounts.

ADOPTED THIS _____ DAY OF _____, 2009.

ATTESTED:

Joe Thomason, President

Joe Thomason, Director

Steve Sandlin, Secretary

Steve Sandlin, Director

Stephen Hall, Vice President

Stephen Hall, Director

Timothy J. Hanney