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AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS

3rd THIS Amended and Restated DECLARATION of Restrictive Covenants ("Declaration") is made this day of March, 2020, by JACKSON GROVE PROPERTY OWNERS ASSOCIATION, INC., A South Carolina non-profit corporation, hereinafter called the "Association", as successor-in-interest to SLATER PROPERTIES, INC., a South Carolina corporation, and with the consent of the undersigned parties being all of the Owners of the land subject this Declaration.

W-I-T-N-E-S-S-E-T-H

WHEREAS, the Association has been incorporated under the laws of the State of South Carolina, as a non-profit corporation, known as "JACKSON GROVE PROPERTY OWNERS ASSOCIATION, INC., for the purpose of exercising the functions hereinafter set forth.

WHEREAS, Slater Properties was the original owner of the property described herein (the Property") and desired to provide country homesites which would preserve the natural beauty and rural quality of this rolling countryside located in the foothills of South Carolina and North Carolina. Slater Properties, as the original owner of the Property, subjected the Property to that certain Declaration of Restrictive Covenants recorded in Book 48-A, at Page 735 in the Spartanburg County, South Carolina Register of Deeds Office and Book 176, Page 2180 in the Polk County, North Carolina Register of Deeds (the "Original Declaration").

WHEREAS, Slater Properties has since conveyed all of its interest in the Property and is no longer a member of the Association and has delegated all control of the Property to the Association. The Association is the current owner of the Common Properties herein described.

WHEREAS, it was and is the intent of this Declaration that the structures and activities of man be humbly combined and merged into this scenic landscape so that man's presence is a mild enhancement to the dominant natural and agricultural features of this property, thereby maintaining open spaces, preserving the natural topographical features and views, and preserving the over-all natural and scenic

environment of the countryside;

WHEREAS, in furtherance of these purposes and to provide for the preservation of the values and amenities in this rural countryside, and for the maintenance of the private drives, open spaces and other common facilities, the Association, to this end, desires to subject the Property, together with such additions as may hereafter be made, to the covenants, restrictions, easements, affirmative obligations, charges and liens, hereinafter set forth, each and all of which is and hereby declared to be for the benefit of the Property and for each and every owner of any and all parts thereof;

WHEREAS, the Association has been established for the efficient preservation of the values and amenities in said rural countryside, and has been delegated and assigned the power and authority of maintaining and administering the common properties, private drives and facilities, and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter provided and created; and

WHEREAS, this Declaration is adopted for the purpose of updating, clarifying, deleting, and amending certain provisions and language from the Original Declaration which are no longer relevant or applicable.

NOW, THEREFORE, the Association hereby declares that the Property described in Article II of this Declaration, and such additions thereto as may hereinafter be made, is and shall be held, transferred, sold, conveyed, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens hereinafter set forth, and the Original Declaration is hereby amended and restated in its entirety shall no longer be effective.

ARTICLE I

CERTAIN DEFINITIONS

Section 1. The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to the Jackson Grove Property Owners Association, Inc., a South Carolina non-profit corporation.

(b) The "Properties" or "Property" shall mean and refer to the property described in Article II, Section 1.

(c) "Common Properties" shall mean and refer to those areas of land which are designated as "Hay, Conservation & Wildlife Field" on the Plat, and which are currently owned by the Association. The term "Common Properties" shall include any personal property acquired by the Association if said property is designated as "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of Owners of the Properties, subject to any fee schedules and operating rules adopted by the Association.

(d) "Private Drive" shall specifically mean and refer to those drives designated as "Private Drive" on the Plats (defined below). The Private Drives have not been constructed to minimum standards sufficient to allow their inclusion in the North Carolina or South Carolina Highway System for maintenance. All Private Drives shall be maintained at the sole expense of the Association and shall be subject to any assessments, rules and regulations governing the same as may be adopted by the Association.

(e) "Lot" shall mean and refer to any improved or unimproved lot of land shown upon the Plat or any recorded plat of any part of the Properties, with the exception of Common Properties and Private Drives.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons, firms,

associations, corporations, or other legal entities, of the fee simple title to any Lot, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(g) "Member" or "Membership" shall mean and refer to all those Owners who are members of the Association as provided in Section 1 of Article IV hereof.

(h) "Slater Properties" shall mean Slater Properties, Inc., a South Carolina corporation and its successors and assigns.

(i) "Quorum" shall mean and refer to the presence at any meeting of the Members or the proxies of Members entitled to cast three-fourths (3/4) of the vote of the Membership.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Properties. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located east of Landrum, South Carolina and on the north side of the Pacolet River, and lies partly within Spartanburg County, South Carolina, and partly within Polk County, North Carolina, and is more particularly shown and delineated on a survey of Jackson Grove prepared for Slater Properties, Inc., by Wolfe & Huskey, Inc., Engineering & Surveying, dated December 3, 1980, and recorded in Plat Book 86 at Page 233, in the Register of Deeds Office for Spartanburg County, South Carolina, and in Slide Book A239 at Page 172, in the Register of Deeds for Polk County, North Carolina and as shown (herein referred to as the "Plats").

ARTICLE III

PRIVATE DRIVES: MAINTENANCE AND UPKEEP

Section 1. Easement for Private Drives. Access to the Property from North Carolina State

Road No. 1519 shall be by Private Drive(s) as shown and delineated on the Plat. An easement and right-of-way (as shown on the Plat) has been reserved through the Common Properties and across each residential Lot for construction and maintenance of the Private Drives, which Private Drives and the underlying easements and rights-of-way have been conveyed and transferred to the Association for maintenance and control as herein provided. It is contemplated that such drives shall remain private, and the Association (through assessment of Owners as herein provided) shall be solely responsible and shall pay the entire costs and expenses for the maintenance and upkeep of such Private Drives. If such drives are offered for dedication in the future to the appropriate public authorities, it is understood that such political body shall have no obligation to accept such roads and may require that such roads meet any then existing standards as a condition of acceptance of such roads into the county and/or state road or highway system.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot which is subject to assessment by the Association shall be a member of the Association, provided, that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a member of the Association.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership and shall consist of all Owners. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Currently, there are fifteen (15) Lots, and a total of fifteen (15) votes are entitled to be cast and counted. It shall be the continuing duty of the Lot owners to update the name of the person authorized to vote,

as necessary. Additionally, if those persons who constitute owners of a Lot cannot agree as to how to cast the vote for said Lot prior to voting, the vote for that Lot shall not be counted.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of these covenants and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot. The Common Properties are subject to the below easements for the benefit of Owners of Lots, as follows:

- (a) Private Drives. Those areas identified as Private Drives on the Plat are charged with easements and rights-of-way for purposes of providing access in and to the Lots as provided in accordance with the provisions of Article III; and
- (b) Hay, Conservation & Wildlife Fields. Those other areas of the Common Properties identified as "Hay, Conservation & Wildlife Fields" on the Plat are charged with easements for the benefit of Owners of Lots for enjoyment for recreational, agricultural, and scenic purposes as more particularly described in Article VII hereof, subject to the rules and regulations from time to time adopted and conservation easements imposed by the Association.

Section 2. Title to Common Properties. Title to the Private Drives and the Common Properties has been conveyed to the Association.

Section 3. Extent of Members Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, as provided in its By-Laws, to suspend the enjoyment of rights of any Member for any period during which any assessment remains unpaid, and for any period not to

exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment;

(b) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties and/or facilities therein;

(c) the right of the Association to dedicate or transfer to any private utility, utility easements on any part of the Common Properties; and

(d) the right of the Association to give or transfer all of any part of the Common Properties to any public agency, authority, or utility or private concern for such purposes as provided in Article VII hereof and subject to such conditions as may be agreed to by the Members, provided that no such gift or transfer or determination as to the purpose or as to the conditions thereof shall be effective unless such dedications, transfer and determination as to purpose and conditions shall be authorized by a three fourths (3/4) vote of the entire Membership and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. A true copy of such resolution together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Membership;

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Owner of any Lot shall by acceptance of a deed to a Lot, whether or not it shall be so expressed in any such deed or

other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) annual assessments or charges; and (2) special assessments for the purposes set forth in Section 4 of this Article; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such penalty thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot and all the improvements thereon against which each such assessment is made. Each such assessment, together with such penalty thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. In the case of co-ownership of a Lot, all of such co-owners of the Lot shall be jointly and severally liable for the entire amount of the assessment. Only land within the Properties which has been subdivided into Lots, and the plats thereof filed for public record in the Register of Deeds of (1) Spartanburg County and/or (2) Polk County shall constitute a Lot for purposes of these assessments.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners and visitors to the Properties and in particular for the improvement and/or maintenance related to the use of the Private Drives and enjoyment of the Common Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, including the maintenance of the Private Drives, farm fields, and equipment, and for the cost of labor, equipment, materials, management, and supervision thereof. The special assessments shall be used for the purpose set forth in Section 4 of this Article VI.

Section 3. Basis and Maximum of Annual Assessments. The annual assessment may be increased each year by the amount of the escalation in the Consumer Price Indexes (All items) For all Urban Consumers - U. S. City Average occurring from January 1 of the preceding year unless three-

fourths (3/4) of the vote of the entire Membership votes against said increase or votes to increase said annual assessment by a greater amount or to decrease the annual assessment. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount, but such action shall not constitute a waiver by the Association of its right to revert to the full assessment for the remaining year or years of the then current period fixed as provided in the preceding paragraph.

Section 4. Special Assessments for Improvements and Maintenance. In addition to the annual assessments authorized by Section 3, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement of the Private Drives and maintenance of the farm fields, entrance signs, and other signs for the farm fields. Special Assessments for other purposes shall be approved by a vote of three-fourths of the Membership as provided in Section 4, Article I of the By-Laws.

Section 5. Quorum for an Action Authorized. As provided for in the By-Laws, the quorum required for an action which is subject to a vote of the Members at an open meeting of the Association shall mean and refer to the presence at any meeting of the members or the proxies of members entitled to cast fifty-one (51%) per cent of the vote of the Membership; provided, however, a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice.

Section 6. Annual Assessments Due Dates. The annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall

fix the date of commencement and the amount of the assessment against such Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; the Lien; and Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with a penalty of Twenty-five (\$25.00) Dollars per day from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and a continuing lien on the Lot and all improvements thereon, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns; and the Association shall have the right to sell such Lot to satisfy its lien so long as said assessment or assessments are unpaid. Said assessment(s) shall also be the personal obligation of the Owner.

If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the penalty on the delinquent assessment as above provided and a reasonable attorney's fee

to be fixed by the Court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein;

- (a) The grantee of property over which said grantee holds a utility easement;
- (b) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (c) All Common Properties (excluding that portion of a Lot within the right-of-way and easement for Private Drives);
- (d) All properties exempted from taxation by the laws of the States of South Carolina and North Carolina, upon the terms and to the extent of such legal exemptions;

Section 12. Institutional Mortgage. In the event that any institutional mortgagee shall take title by foreclosure or by deed in lieu of foreclosure to any of the Lots, such institutional mortgagee shall not be subject to the covenants and restrictions contained herein or to any assessments for a period of one year from the date the institutional mortgagee acquires title to any of the Lots; provided the institutional mortgagee is holding the Lots for resale. Any purchaser of any of the Lots from such institutional mortgagee shall take title to said Lots subject to all covenants and restrictions and

assessments contained herein.

ARTICLE VII

SPECIAL RESTRICTIONS AFFECTING COMMON PROPERTIES

Section 1. Intent and Purpose. Subject to the provisions of this Declaration, it is the intent of the Association to protect and preserve the Common Properties and accordingly to restrict the purposes for which the Common Properties may be used. It is the further intent and purpose of these restrictions and covenants to protect, maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wildlife and migratory birds, enhance the value of abutting and neighboring rural areas adjacent to such natural reservation or other open areas and open spaces, and to afford and enhance recreational opportunities.

Section 2. Use Restrictions. To insure the land designated as Common Properties will remain as undeveloped natural areas, the use of the Common Properties is hereby restricted and limited as follows:

- (a) For Private Drives as shown and delineated on the Plat;
- (b) For utility easements and drainage facilities as provided for in this Article VII;
- (c) For common walking, bridle, and bicycle paths;
- (d) For plant and wildlife sanctuaries;
- (e) For agricultural and horticultural purposes; and
- (f) For such other common purposes, consistent with the provisions hereof, for the benefit of the Owners as the Association may from time to time determine.

Section 3. Building Restrictions. No building, tent, trailer, camper, recreational vehicle, or other structure, either temporary or permanent, shall be erected or caused to be placed on any lands shown and set aside as Common Properties.

Section 4. Conservation Measures. The Association shall have the right to protect the

Common Properties from erosion by planting trees, plants, and shrubs where and to the extent necessary. The Association shall have the right to take necessary steps to provide and insure adequate drainageways, to cut firebreaks, to remove diseased, dead or dangerous trees and to carry out other similar conservation measures and activities.

Section 5. Utility Easements. The Association reserves unto itself, its successors and assigns, and the Association shall have the right to go on, over and under the Common Properties to erect, maintain and use poles, wire, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities in said Common Properties. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by a licensee of the Association.

Section 6. Trash Disposal. No trash, garbage, sewage, sawdust, or any unsightly or offensive material shall be placed upon such Common Properties, except as is temporary and incidental to the bona-fide improvement of the area, in a manner consistent with its classification and the use restrictions imposed by this Article VII.

Section 7. Rules and Regulations. There is hereby reserved to the Association the right to promulgate from time to time regulations governing the use and enjoyment of the Common Properties for the benefit of all of the Owners and their invited guests. The Association shall provide notice of such regulations to each Owner either via electronic mail or through such other method provided by the By-Laws.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Review Board. An Architectural Review Board shall consist of three (3) members who shall be appointed by fifty-one (51%) per cent of the vote of the Members constituting a Quorum at a duly called meeting of the Association. Any vacancy occurring in the Architectural Review Board may be filled at that time by the affirmative vote of a majority of the Board of Directors, and, if not previously filled, shall be filled at the next succeeding meeting of the Members.

Section 2. Architectural Review and Approval. No building, fence, wall, swimming pool, or other structure or improvement of any kind or nature shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration to a structure be made, nor shall any landscaping be done, unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, as well as plans for landscaping, the cutting of trees larger than four (4) inches in diameter, the location of driveways, the height and location of any antenna(e), and the location of water and sewage facilities, shall have been submitted to and approved in writing by the Architectural Review Board. The Architectural Review Board shall access such plans as to their harmony and compatibility of external design and location in relation to surrounding structures, vegetation, views and topography.

Section 3. Review Guidelines. In making its determination, the Architectural Review Board shall consider the intent and purposes of this Declaration, particularly the preservation of land in its natural environment to the maximum extent possible, and to the extent land is developed, that such development be done unobtrusively and in a manner which accents the desired rural environment while taking maximum advantage of the scenic surroundings.

Section 4. Automatic Approvals; Certificates of Approval. In the event the Architectural Review Board shall fail to approve or disapprove such design and location within thirty (30) days

after said plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved. The Architectural Review Board, on request, shall furnish a certificate of approval recordable in form to any Owner whose plans have been approved and who has built in conformity with such plans.

ARTICLE IX

MAINTENANCE OF LOTS AND EXTERIORS

Section 1. Owner's Duty to Maintain. Every Lot and any structure thereon shall be maintained in a neat and sightly condition. The Association shall have the right to correct conditions of neglect or disrepair on a Lot or structure thereon, and to take any reasonable action which it deems necessary in order to preserve the neat and sightly appearance of a Lot or any structure thereon, if the Owner of such Lot has failed or neglected to correct the same within ninety (90) days after delivery to him of written notice from the Association of the existence of such condition. If at any time the Association exercises such right, neither the Association nor any duly authorized agent thereof shall be liable for trespass or otherwise to the Owner of such Lot as a result of any entry upon such Lot.

Section 2. Assessment of Costs. The cost of any action taken pursuant to Section 1 of this Article IX shall be assessed against the Lot in question and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under Article VI hereof and, as a part of such annual assessment or charge, the amount of such cost shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article VI hereof. The Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year, may add thereto the estimated cost of any action to be taken pursuant to Section 1 of this Article IX for the year, but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing any action

authorized by this Article IX, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at all reasonable times on any day except Sunday.

ARTICLE X

USE RESTRICTIONS FOR LOTS

Section 1. Purpose and Intent. The primary purpose of this Declaration and the foremost consideration in their origin has been the creation of a rural community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each Lot and of technological advances and environmental value. For this reason, such standards are not established by these covenants, but are left to the discerning discretion of individual Lot Owners, subject, nevertheless, to the approval of the Architectural Review Board as provided in Article VIII hereof. Refusal of approval of plans, location or specification may be based by the Architectural Review Board upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Architectural Review Board shall be deemed sufficient.

Section 2. Site Location. In order to assure that location of buildings and other structures on a Lot will be located so that maximum view and privacy will be available to each building or structure, and that structures will be located with regard to the topography of each Lot taking into consideration the location of large trees and other aesthetic and environmental considerations, the Architectural Review Board shall have the right to control absolutely and solely to decide the precise site and location of any building or structure or structures on any Lot for reasons which may in the reasonable discretion and judgment of the Architectural Review Board seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site.

Section 3. General Restrictions. The Lots shall be further subject to the following use

restrictions:

(a) Lots shall be used for single family residence purposes only. The entire Lot may be rented or leased by the owner, but no portion thereof or of any structure thereon may be leased or rented without the prior written approval of the Association. Garages, customary out-buildings, patio walls, and other similar structures compatible with the residential area generally may be erected on a Lot, subject, nevertheless, to the prior approval by the Architectural Review Board in accordance with the provisions of this Article X and Article VIII hereof;

(b) No tent, shack, barn, or other out-building located or erected on any Lot may, at any time, be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, a guest suite, cottage or like facility may be included as part of the main dwelling or accessory building, but such facility may not be rented or leased except as part of the entire premises including the main dwelling; subject, nevertheless, to the prior approval by the Architectural Review Board as provided in this Article X and Article VIII hereof;

(c) No lot shall be subdivided so as to create two or more Lots, but nothing herein shall prohibit an owner from conveying a portion of his Lot to an Owner of an adjacent Lot;

(d) It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. No noxious or invasive plant species shall be planted by an Owner on a Lot.

(e) All animals kept by Owners on or about the Properties shall be well cared for and maintained at all times under the control of a responsible person and obedient to that person's command. Upon notification in writing from the Board of Directors that any such animal has behaved offensively, such Owner shall cause that animal to be secured by a leash or lead or removed from the Properties. No Owner shall keep more than a reasonable number of household pets upon a Lot;

(f) No sign shall be permitted on any Lot except for one sign not over one and one-half square feet in area, indicating, at the owner's option, the Owner's name and/or the name and street address of the Lot and/or residential home site;

(g) All sewage disposal shall be by septic tanks, which the owner of each Lot shall keep in good condition and maintain in a manner satisfactory to, and meeting the approval of, the appropriate state and/or county Boards of Public Health, until such time as a public sewage system is provided to serve the premises, if ever; no sewage or other waste material shall be emptied or discharged into any creek or pond;

(h) Each Lot owner shall provide a screened area not generally visible outside the boundaries of the Lot to serve as a service yard and an area for the storage of garbage receptacles (covered containers protected from animals) and fuel tanks or similar storage receptacles. Plans for such screen delineating the size, design, texture, appearance and location must be approved by the Architectural Review Board prior to construction; no exterior laundry drying facilities shall be placed on a Lot unless they are screened from view outside the boundaries of the Lot;

(i) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done

thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the rural neighborhood and community. There shall not be maintained any animals or devices or things of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof;

(j) No mobile home, either with or without wheels, shall be permitted upon any Lot except for the temporary installation of same by the Owner of a Lot or his contractors of trailers for use as field offices. No commercial vehicle larger than one ton shall be placed or stored on any Lot for a period of more than forty-eight consecutive hours, unless the same is stored in a garage;

(k) No unregistered vehicles, equipment or material shall be placed or stored on any Lot except (1) equipment or material for use in connection with the construction or maintenance of a living unit or amenities appurtenant thereto and permitted hereunder upon a Lot, and (2) unregistered vehicles, equipment and materials not visible from any point outside the boundaries of the Lot;

(l) In order to protect the natural beauty of the vegetation, topography, and other natural features of all Properties within "Jackson Grove", the following environmental controls are hereby established:

(i) In order to protect the natural beauty of the vegetation and topography located throughout Jackson Grove, written approval of the Association is hereby required for the removal, reduction, cutting down, excavation or alteration of topographic and vegetation characteristics; and

(ii) No trees may be removed without the prior written approval of the Association;

(m) Minimum square footage for residential houses and other buildings to be constructed on each Lot shall be determined from time to time by the Architectural Review Board, subject, nevertheless, to all of the provisions of this Declaration;

(n) No fence shall be constructed along the property lines of a Lot until the location and design of such fence shall have been approved by the Architectural Review Board; in considering such design, the Architectural Review Board shall treat more favorably those fences designed to complement the contours of the rolling countryside;

(o) No mercury vapor or incandescent lights shall be erected, maintained or used on any Lot, which prohibition shall not apply to floodlights of a kind ordinarily attached to the carport of a residential home or any other kind of common porch light; provided, however, any exterior lighting shall be installed and operated in such a manner as to prevent undue glare or illumination from emanating beyond the boundary lines of the Lot; and

(p) All electric and telephone service lines from the Private Drives or rights-of-way granted public utilities shall be installed underground to any dwelling or structure located on any Lot;

(q) No open fires shall be permitted to any Lot and any fires for the burning of trash or debris shall be permitted only in closed incinerator type containers designed to guard against the emitting of sparks which would allow the fire to spread beyond or outside the container.

(r) An easement is specifically reserved unto the Association, its successors and assigns, over fifteen (15) feet of the rear and side Lot lines and over fifty (50) feet of the front Lot line of each Lot for the installation, maintenance and repair of utilities and drainageways, including service lines appurtenant thereto.

Section 4. Modification of General Restrictions. The restrictive covenants, conditions and provisions herein contained may be modified only with the written consent of the Members of the Association as provided in Article XI.

ARTICLE XI

GENERAL PROVISIONS.

Section 1. Duration and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot or land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is first recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years each unless three-fourths (3/4) of the vote of the entire Membership approves a change in the covenants and restrictions. No such agreement to change or revise these covenants and restrictions shall be effective unless written notice of the proposed agreement is sent to every Owner of a Lot at least sixty (60) days in advance of any action taken,

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when either (i) mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing or (ii) emailed to an email address provided by a Member to the Association. Notice to one of two or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of notice address.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damage, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter.

Section 4. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

The below parties by executing below represent three-fourths (3/4) of the Membership, and the foregoing Amended and Restated Declaration of Restrictive Covenants is hereby approved.

[Signature Pages to Follow]

IN WITNESS WHEREOF, we have set our hands and seals this 16th day of February, 2020.

WITNESSES:

[Signature]
[Signature]

X [Signature] (SEAL)
Erika Junge

X [Signature]
Jurgen E. Junge

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, [Signature], the undersigned Notary Public, do hereby certify that above-named parties personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 16th day of February, 2020.

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

[Signature] (SEAL)
Name (Print): DANNY L. MORANZ
Notary Public for South Carolina
My commission expires: JAN. 23, 2030

IN WITNESS WHEREOF, we have set our hands and seals this 16TH day of FEBRUARY, 2020.

WITNESSES:

Salvino P. Anthony
Danny Moran

[Signature] (SEAL)
Michael L. Anthony

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

Address: 16 Jackson Grove South

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

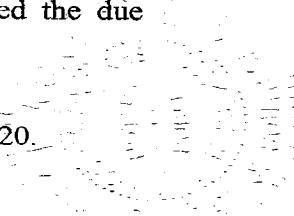
ACKNOWLEDGMENT

I, Danny Moran, the undersigned Notary Public, do hereby certify that above-named party personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 16TH day of FEBRUARY, 2020.

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

[Signature] (SEAL)
Name (Print): DANNY L. MORANZ
Notary Public for South Carolina
My commission expires: JAN 23, 2030



IN WITNESS WHEREOF, we have set our hands and seals this 17TH day of FEBRUARY, 2020.

WITNESSES:

[Signature]

[Signature] (SEAL)
Kimberly Luan Rawls, Trustee of the
Revocable Trust Agreement of Kimberly
Luan Rawls, dated July 15, 2014, and any
amendments there to

[Signature]

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

Address: 5 Jackson Grove North

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, [Signature], the undersigned Notary Public, do hereby certify that above-named party personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 17TH day of FEBRUARY, 2020.

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

[Signature] (SEAL)
Name (Print): DANNY L. MORANZ
Notary Public for South Carolina
My commission expires: JAN 23, 2030

IN WITNESS WHEREOF, we have set our hands and seals this 9th day of February, 2020.

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

WITNESSES:

[Signature]
[Signature]

[Signature] (SEAL)
Larry Aultman

[Signature] (SEAL)
Joyce Aultman

Address: 7 Jackson Grove

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, [Signature], the undersigned Notary Public, do hereby certify that above-named parties personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 9th day of February, 2020.

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

[Signature] (SEAL)
Name (Print): DANNY L. MORANZ
Notary Public for South Carolina
My commission expires: JANUARY 23, 2030

IN WITNESS WHEREOF, we have set our hands and seals this 4TH day of FEBRUARY 2020.

WITNESSES:

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

Hugh & Srivelly
[Signature]

[Signature] (SEAL)
Janet B. Glancy

Address: 3 Jackson Grove North

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, [Signature], the undersigned Notary Public, do hereby certify that above-named party personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 4th day of FEBRUARY, 2020.

[Signature]

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

(SEAL)

Name (Print): DANNY L. MORANZ
Notary Public for South Carolina
My commission expires: JAN. 23, 2030

IN WITNESS WHEREOF, we have set our hands and seals this 9TH day of FEBRUARY, 2020.

WITNESSES:

[Signature]
Margaret A. Burke

[Signature] (SEAL)
Matthew G. Ketcham
[Signature] (SEAL)
Barbara R. Ketcham

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

Address: 21 Jackson Gro

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

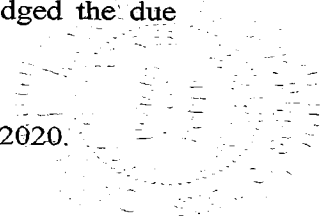
ACKNOWLEDG

I, [Signature], the undersigned Notary Public, do hereby certify that above-named parties personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 9TH day of FEBRUARY, 2020.

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

[Signature] (SEAL)
Name (Print): DANNY L. MORANZ
Notary Public for South Carolina
My commission expires: FEBRUARY 23, 2030



IN WITNESS WHEREOF, we have set our hands and seals this 3RD day of MARCH, 2020.

WITNESSES:

[Signature]
[Signature]

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

[Signature] (SEAL)
John N. Ross

[Signature] (SEAL)
Leith Wright Ross

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

Address: 9 Jackson Grove

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, [Signature], the undersigned Notary Public, do hereby certify that above-named parties personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 3RD day of MARCH, 2020.

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

[Signature] (SEAL)
Name (Print): DANNY L. MORANZ
Notary Public for South Carolina
My commission expires: JAN. 23, 2030

2020.

IN WITNESS WHEREOF, we have set our hands and seals this

16th day of FEBRUARY

WITNESSES:

[Handwritten signatures]

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

[Handwritten signature] (SEAL)

Vincent T. Verrecchio, Jr.

[Handwritten signature] (SEAL)

Gloria E. Verrecchio

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

Address: 12 Jackson Grove

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, [Handwritten signature], the undersigned Notary Public, do hereby certify that above-named parties personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 16th day of FEBRUARY, 2020.

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

[Handwritten signature] (SEAL)
Name (Print): DANNY L. MORANZ
Notary Public for South Carolina
My commission expires: JAN 23 2030

IN WITNESS WHEREOF, we have set our hands and seals this 2ND day of MARCH, 2020.

WITNESSES:

[Signature]

[Signature]

[Signature] (SEAL)

Rebecca Hill Barnes

DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

Address: 4 Jackson Grove North

STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, [Signature], the undersigned Notary Public, do hereby certify that above-named party personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 2ND day of MARCH, 2020.

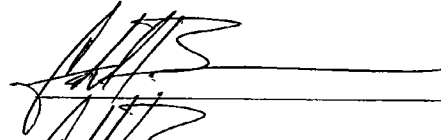
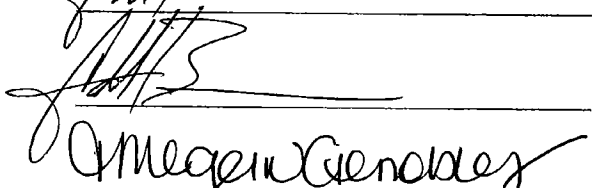
DANNY L. MORANZ
Notary Public - South Carolina
My Commission Expires Jan. 23, 2030

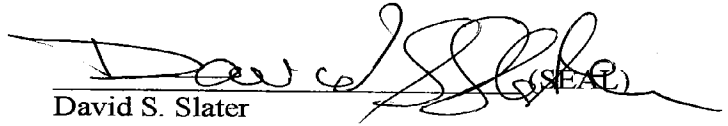

[Signature] (SEAL)
Name (Print): DANNY L MORANZ
Notary Public for South Carolina
My commission expires: JAN 23 2030



IN WITNESS WHEREOF, we have set our hands and seals this 26 day of February 2020.

WITNESSES:

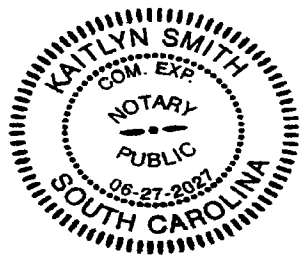


Megan Gendles
 STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)


David S. Slater (SEAL)

Patricia S. Slater (SEAL)
 Address: Lot 15

ACKNOWLEDGMENT

I, Kaitlyn Smith, the undersigned Notary Public, do hereby certify that above-named parties personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 26 day of February, 2020.



Kaitlyn Smith (SEAL)
 Name (Print): Kaitlyn Smith
 Notary Public for South Carolina
 My commission expires: 06/27/2021