

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS

WHEREAS, Redwend Limited Partnership, hereinafter the "Developer", is the owner of certain real property described below, hereinafter to be known as LOOKING GLASS RUN, located on Glassy Road, Greenville County, South Carolina.

WHEREAS, the Developer wishes to provide for the orderly and desirable development of the real property;

NOW THEREFORE, the Developer, in consideration of the premises and other good and valuable consideration, does hereby declare that these covenants shall run with the land and shall apply for all conveyances of the property described herein.

The property subject to these covenants, restrictions and easements is described as follows:

All those pieces, parcels, and lots of land located in Greenville County, South Carolina, comprising the development known as Looking Glass Run, shown on that plat recorded in Plat Book 43D, Pages 82A & 82B, in the Office of the Register of Deeds of Greenville County.

ARTICLE I

The Developer shall cause to be incorporated the "Looking Glass Run Homeowners' Association, Incorporated", as a South Carolina non-profit corporation, hereinafter referred to as "The Association". All owners of individual lots within Looking Glass Run shall by virtue of this ownership be members of the Association. The purpose of the Association is to preserve the values and amenities of Looking Glass Run. To that purpose the Association, upon formation, shall establish such by-laws and adopt policies to accomplish the following:

Establish a Board of Architectural Review to ensure appropriate improvement of the various lots and recreational facilities within the Development. This board, for the first two years of the project (until February 28, 2003) shall consist of Ron McDaniel, Norma W. McDaniel, and one member elected from the Board of Directors of the Association. This body shall have the duty and the right, by a simple majority vote, to approve all architectural and landscape plans. No construction of any building may be begun without such approval. Beginning March 1, 2003, the Board of Architectural Review shall be made up of the Developer and two elected members of the Association. the Developer shall maintain a 51% voting right on all architectural matters until all lots are sold. At this point the Board of Architectural Review shall be made up of three duly elected members of the Association.

ARTICLE II  
GENERAL COVENANTS

A. APPLICATION OF GENERAL COVENANTS. Unless otherwise specified in this article each of the covenants set forth in Article 11 shall apply to all lands within the Property except lands owned by the Developer.

B. LOT RESTRICTIONS. all lots are hereby restricted to residential/horse farm use and no structure shall be erected, placed, altered or permitted to remain on any lot other than one single family dwelling, and any other accessory structure customarily incident to the residential/horse farm use of such lots.

C. ARCHITECTURAL REVIEW. No structure may be erected on the property, nor significant landscaping be done, nor any addition or alteration to any existing building be made, until the proposed building plans, specifications, materials, plot plan, and construction schedule have been submitted to the Board of Architectural Review and approved by the Association. Such approval must be in writing.

D. **SITING.** No structure shall be built nearer than 200 feet to the outer boundary of any lot or any combinations of lots or lots and tracts. No building or other structure, of any type, shall be located on any lot without the prior written approval of the Board of Architectural Review, which approval shall not be unreasonably withheld. The Board of Architectural Review has the duty and the right to approve site locations for all buildings, taking into consideration large trees, buildings already in place, scenic, aesthetic and environmental considerations.

E. **SUBDIVISION.** No lot may be subdivided by the lot owner into lots containing less than 8 acres each. Any subdivision must be approved in writing by the Board of Architectural Review.

F. **HOUSE SIZE.** No primary residence or dwelling shall be erected on any of the lots unless said residence or dwelling be constructed with a minimum of 2500 square feet of enclosed heated dwelling area. This does not include garages, terraces, decks, porches, patios and like areas.

There shall be allowed, with the approval of the Board of Architectural Review, garage or "mother-in law" apartments, not to exceed 900 square feet of heated area. Such units would be allowed for family members of the homeowners, and not as a commercial venture.

G. **SERVICE YARDS.** All garage receptacles, electric and gas meters, heat pumps, water pumps, fuel tanks, clothes lines, wood piles, and other unsightly objects must be placed or stored in safe, landscaped or fenced or screened-in areas to conceal them from view from surrounding roads, and adjacent properties.

H. **PETS.** All animals kept on or about the premises shall be well maintained at all times and be under the control of a responsible person and obedient to the person's command. Any pet that consistently barks or makes disturbing noises which might reasonably be expected to disturb surrounding properties must be kept in a sound-proof area. Upon notification from the Association, the owner shall take immediate steps to correct the violation or shall remove the animal from the property.

I. **FENCING.** All fencing whether facing county maintained roads or interior to the property must be approved by the Architectural Review Board. The intent of fencing restrictions is to provide for uniformity and continuity. No chain link, or barbed wire, or wire fencing will be permitted.

J. **TREE REMOVAL.** No tree on any lot, 12 inches in circumference or more, may be intentionally removed or destroyed except with the prior approval of the Association.

K. **EXTERIOR LIGHT AND FLAGS.** No commercial lights, search lights, light poles, signs, banners or flags (other than patriotic flags) may be erected on the property except where approved by the Board of Architectural Review.

L. **OTHER BUILDINGS AND VEHICLES.** No mobile homes, home trailers or residence trailers of any kind shall be allowed on the property. Campers, recreational vehicles, utility trailers, boats and trailers must be stored either entirely within a garage or barn or parked in such a manner that they are not visible to surrounding neighbors or from roads and rights of ways. In any case none of these vehicles may be lived in while on the premises, except while owner is building.

No school busses, trucks or any type of commercial vehicles may be brought upon or habitually parked overnight upon any street or lot except in a garage sufficient to house the same.

No terrain vehicle, regardless of whether the same shall have 3, 4, 6, or more wheels, or "dirt bikes" shall operate on any of the lots, common areas or streets within the development. No motorcycles may operate in the development unless the same are fully licensed under South Carolina law.

Golf carts are an acceptable means of transportation.

M. HUNTING. No hunting of any type will be permitted on the property, nor will discharge of firearms be permitted thereon. Organized Fox Hunting and Beagling will be permitted.

N. NOXIOUS OR OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any lot or property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or other owners. There shall not be maintained any plants or animals, or any devices or thing of any sort whose normal activities or existence will in any way diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof. No nuisance shall be permitted or maintained upon any portion of the property.

ARTICLE III  
SPECIAL COVENANTS

A. NATURE TRAILS, BRIDLE PATHS AND ROADS OR DRIVES AS SHOWN ON PLAT AS COMMON CONTROLLED AND MAINTAINED AREA. Many of the property boundaries are restricted by deed so as to not include any fencing within 20 feet of a property line. The following restrictions shall govern the use and maintenance of said trails, paths and drives.

1. No motor powered vehicles, other than those used for maintenance, shall be permitted without permission of the Association.

2. Care shall be taken not to trespass on lands which border the trails.

3. Use of any trails, bridle paths and roads or drives owned by or reserved by easement to the Developer of Looking Glass Run shall be permitted by all property owners provided that such use does not imply a permanent easement for said owners on such portion of the Developers' property. Such use is permissive and at the request of the homeowner and his/her guests and is granted on such a basis that it may be revoked at any time.

4. Any property owner or guests who use the trail systems shall abide by the rules and regulation that may be adopted by the Association. The Association shall have the right to revoke the right of any property owner or its lessee or guest if said persons break the rules.

5. All use of trails, paths and lanes shall be for the pleasure of the user only, and shall be at the user's own risk. The Association shall require that anyone who uses the trails sign a form that (1) acknowledges assumption of risk, (2) agrees to hold harmless and indemnify the Association, the Developer and the Property Owner from any liability that may occur as a result of the use of the trails, paths and lanes, (3) recognizes that such use is by permission and license only which may be revoked at any time and is not by invitation, (4) renounces and releases any prescriptive rights or easements in the trails, and (5) agrees to abide by any rules and regulation of the Association.

B. MAINTENANCE OF NATURE TRAILS, BRIDLE PATH AND ROADS OR DRIVES. The Association, in cases where easements have been transferred to the Association, subject to funding limitations, shall strive to keep a high standard. All attempts will be made to limit and repair potential erosion damage, maintain clearance from overhead branches and to keep the grass bushhogged on a regular basis. The Association will also maintain roadside green areas.

C. OPEN FIELDS. All pasture lands whether owned by the Developer or individual property owner shall be maintained in such a manner as to provide weed free and lush pasture cover. It shall be the responsibility of all property owners to take reasonable actions to eradicate Johnson Grass and other noxious weeds. Regular cutting will be required. The Association reserves the right to and requests that property owners comply with this regulation. The Association shall have the right to take appropriate actions and to charge the property owner for the costs of such action.

*Please Note  
Easement between lots 1 + 2 will be void if lots  
1 + 2 are bought as 1 tract.*

D. UTILITIES. All electric, telephone and TV cables will be placed underground.

E. RESERVATION OF RIGHTS.

1. The Developer reserves the right unto itself, its successors and assigns, to relocate, open, or close, streets shown on the recorded subdivision plat and also reserves the right to revise, re-subdivide, and change the size, shape, dimension and location of lots, and these restrictions shall be applicable to the resulting lots; provided, however, that no such revision shall adversely affect any lot value, and no lot sold prior to such revision shall be deprived of that portion of any street on which it bounds, nor shall it be deprived of access from the street of the subdivision and provided, further, that no lot shall have any area less than 11 acres.

2. Developer reserves unto itself, its successors and assigns, an easement for construction and maintenance of 20 feet in width along the boundary line of any lot bordering a stream or proposed lake. Lot owners hereby grant Developer the right to access to the proposed stream or lakes. Lot owners shall pose no hindrance to the maintenance of the said lakes or streams.

3. Developer reserves to itself, its successors and assigns, such access easements and utility easements as shall be reserved, conveyed, and described in all subsequent deeds to property owners.

F. The Association or any lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed. Failure to enforce shall not be deemed a waiver of the right to do so thereafter. Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions, which shall remain in full force and effect.

G. Except as otherwise provided herein, the covenants and restrictions contained herein shall run with and bind the land for a period of 10 years from the date hereof, after which time they shall automatically extend for successive periods of 10 years. These restrictions may be amended by instrument signed by not less than 60% of the lot owners. Developer, its successors and assigns, must approve in writing any and all amendments to these restrictions during the first 10 years of their existence.

IN WITNESS WHEREOF, the undersigned, being the president and the corporate general partner, the Developer herein, has hereunto set his hand and seal this \_\_\_\_ day of February, 2001.

Witnesses:

REDWEND LIMITED PARTNERSHIP  
By: Redwend, Inc.  
Its: Sole General Partner

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Ronald W. McDaniel  
Its: President

STATE OF NORTH CAROLINA  
COUNTY OF POLK

PROBATE

Before me personally appeared \_\_\_\_\_ and made oath that (s)he saw the within named Developer, Redwend Limited Partnership by its sole general partner, Redwend, Inc., by Ronald W. McDaniel, its President, sign, seal and as its act and deed, deliver the within written document and that (s)he with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this \_\_\_\_ day of February, 2001.

\_\_\_\_\_  
Notary Public for North Carolina  
My Commission Expires: \_\_\_\_\_