

PEBBLE CREEK HOMEOWNERS' ASSOCIATION – PHASE I

PO Box 516

Taylors, SC 29687

COVENANTS, CONDITIONS, AND RESTRICTIONS

Third Revision of Covenants
Adopted at the Annual Meeting
of PCHA- I
on January 19, 2016

Corrected Copy

Original Covenants Dated Dec. 20, 1973;
First Revision of Covenants Dated June 20,
1978

Second Revision of Covenants Dated March 13, 1991

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RATIFICATION OF AND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
PEBBLE CREEK—PHASE I

THIS RATIFICATION OF AND AMENDMENT TO “Declaration of Covenants, Conditions, and Restrictions,” recorded at the Greenville County Register of Deeds Office, and “Ratification of and Amendment to Declaration of Covenants, Conditions and Restrictions,” set forth by PEBBLE CREEK HOMEOWNERS’ ASSOCIATION—PHASE 1, A CORPORATION, referred to as PCHA-1;

WITNESSETH:

WHEREAS, PCHA-1 is a corporation formed to represent the interests of the owners of certain property in the County of Greenville, State of South Carolina, as shown in the map of Phase 1 in Appendix A to these Covenants, which is more particularly described as:

All those certain pieces, parcels, or numbered lots of land known and designed as Pebble Creek—Phase I, a plat of which is recorded in the Register of Deeds Office for Greenville County, SC in Plat book 5-D at pages 1 through 5;

WHEREAS, The Greenville County Court of Common Pleas declared that (a) The June 20, 1978 “Ratification of and Amendment” was the sole and proper amendment to the restrictions recorded in the December 20, 1973 “Declaration of Covenants,” and that (b) All lots in Phase I are subject to the original “Declaration of Covenants, Conditions, and Restrictions,” as amended (Case 80-CP-23-2201, Feb. 27, 1981);

NOW, THEREFORE, all the numbered residential lots in Pebble Creek – Phase I shall be held, sold, and conveyed subject to the Covenants, Conditions, Restrictions, and Easements recorded in the Greenville County Register of Deeds Office Deed Book 2481, at pages 0985 - 1005. This document is for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties, or any part thereof, their heirs, successors, and signs, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section I.1. “PCHA-1” shall refer to Pebble Creek Homeowners’ Association—Phase I, its successors and assigns.

Section I.2. “Owner” shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any numbered lot in Pebble Creek—Phase I.

Section I.3. “Lot” shall mean and refer to any plot of land for a single family residence shown upon the plat of Pebble Creek—Phase I, recorded in the Register of Deeds Office for Greenville, County, SC, in Plat Book 5-D at pages 1 through 5 and as updated in Greenville County Tax Map 525.6, as shown in Appendix A, below.

Section I.4. “Board” shall mean and refer to the PCHA-1 Board of Directors.

Section I.5. “Eligible Votes” shall mean and refer to votes of current PCHA-1 lot owners. There are currently 214 numbered and assessed lots in Phase I and thus there are 214 eligible votes.

ARTICLE II
AMENDMENTS OF THESE COVENANTS

These Covenants, Conditions, and Restrictions (hereinafter referred to as Covenants), may be amended by receiving a simple majority of all eligible votes (a minimum of 107 votes), cast in person or by proxy at an annual or special meeting of PCHA-1 at which a quorum (as specified in Section 111.5, below) is present in person or by proxy. Proposals for amendments may be made in writing to the Board by 20 or more lot owners or by two or more Directors. At the recommendation of the Board, the President shall appoint a committee to study proposals for amendments and to make its recommendations to the meeting of PCHA-1 at which the amendments are to be considered. Proposals for amendments of these Covenants shall take into consideration whether the Bylaws would also have to be amended, particularly Article III of these Covenants which deals with PCHA-1, and which is covered in detail in the Bylaws. The text of proposed amendments shall be included in the notice of the meeting at which the amendments will be considered. All amendments to these Covenants shall be recorded in the Register of Deeds Office for Greenville County.

ARTICLE III
PEBBLE CREEK HOMEOWNERS’ ASSOCIATION—Phase 1

Section III.1. Description and Purpose

III.1.1. Description. PCHA-1 was incorporated under South Carolina Eleemosynary Charter No. 10,480, July 13, 1973. The corporate charter was revised by action of the PCHA-1 second annual meeting of March 13, 1991 and 27th annual meeting of January 19, 2016. PCHA-1 files its SC tax returns as a non-profit corporation, and its federal tax returns as a homeowners' association. Under current state and federal tax instruction, its exempt functions income—payments of assessments by lot owners—is not taxed when at least 90 percent of its expenses spent on association property, where that property is residential. To meet tax requirements as a homeowners' association the following conditions must be met: (a) There must be a covenant relating to the area's appearance or maintenance that applies to all property, (b) There is an annual assessment on all association members for maintaining their property, and (c) Membership in the association is a condition of every person's ownership of such property. PCHA-1 is not organized and shall not be operated for pecuniary gain of profit and shall have no capital stock.

III.1.2. Purpose. PCHA-1 was organized, and the Covenants were established, to benefit Phase I and the owners of its lots by protecting the value and desirability of Phase I property. In addition, it is the desire of PCHA-1 to work in cooperation with Pebble Creek Club and other homeowners' associations in the Pebble Creek area. .

Section III.2. Membership. Every person or entity who/which is an owner of record of a fee or undivided fee interest in any lot in Phase I shall be a member of PCHA-1. Ownership of such a lot is the sole qualification for membership in PCHA-1, and lot owners shall continue as members until their lot is sold.

Section III.3. Meetings.

III.3.1. Annual Meetings. Annual meetings shall be held in January at a time (normally the third Tuesday) and place specified in the meeting notice which shall be sent, electronically, by first class mail or delivered by hand to all lot owners at their last known address. The business of the annual meeting shall include: (a) Approval of a budget and assessment of the year, (b) Election of new Directors by a secret ballot, and (c) Consideration of such other business as may be appropriate.

III.3.2. Special Meetings. Special meetings may be held at the written request of 20 or more members or two or more Board members. Such requests must include the text of proposed motions to be presented and voted on at this meeting. The notice of special meetings shall be sent to all lot owners at their last known address, shall state the business to be conducted, and shall include the text of the motion(s) to be voted on.

III.3.3. Notice of Meetings. A notice of each annual meeting or special meeting of PCHA-1 shall be sent, electronically, by first class mail or delivered to lot owners at least four

weeks and not more than eight weeks in advance of the meeting date. The notice shall include (a) The time and place of the meeting, (b) The business to be conducted, and (c) The text of all motions which the Board has approved for submission to the meeting. For annual meetings the notice shall also include (d) The Treasurer's proposed budget and assessment for the coming year, as approved by the Board, and a statement of receipts and expenditures for the current year, (e) A list of Directors whose terms are expiring and those who have one more year to serve, and (f) A list of nominees for vacant Director positions.

Section III.4. Voting Rights. Each Phase I lot owner shall be entitled to one vote (called "eligible votes" herein) for each lot which qualifies the owner as a member of PCHA-1. Each lot held by one or more person and/or entity shall have only one vote, to be exercised as the lot owners determined between/among themselves. The owner of two or more lots whose house was constructed to occupy portions of the two lots shall have one vote. Details on proxies, voting, and counting of the votes are contained in the Bylaws.

Section III.5. Quorum. A quorum at annual and special meetings shall consist of 35 percent of the eligible votes (75 votes), present in person or by proxy. A quorum is the minimum number of eligible votes necessary to conduct a legal meeting. However, as stated in Section III.6, below the approval of some types of motions requires that the number of eligible votes present be considerably in excess of the quorum minimum. If the required quorum is not present, a second meeting may be called, subject to the same notice and quorum requirements as for the first meeting.

Section III.6. Votes Required to Pass a Motion. The adoption of a routine motion requires a simple majority of votes cast in person or by proxy, but not less than 50 votes. When the majority of votes are cast in favor of a motion, but the number is less than the minimum number of 50 required for approval, a motion can be made to submit the original motion to an electronic or mail vote, as described in Section IV.10 of the Bylaws. Approval of the following types of motions requires more than a simple majority of all eligible votes cast:

- (a) Special Assessments: Simple majority of all eligible votes (minimum of 107 votes). (See Subsection III.7.3, below)
- (b) Amendment of these Covenants: Simple majority of all eligible votes (minimum of 107 votes). (See Article II, above)
- (c) Amendment of the Bylaws: Simple majority of all eligible votes (minimum of 107 votes). (See Section III.8, below, and Section XI.2 of the Bylaws)
- (d) Dissolution of PCHA-1: Two-thirds majority of all eligible votes (minimum 142 votes). (See Section III.10, below)
- (e) Merger into PCHA-1 of additional areas: 100 percent of all eligible votes (214 votes). (See Section III.9, below)

Section III.7. Assessments of Lots

III.7.1. Purpose. Assessments shall be used to maintain and improve the appearance and value of Phase I and to promote the welfare, safety, health, and recreation of residents of Phase I.

III.7.2. Annual Assessments. The Board shall send with the annual meeting notice a proposed annual budget and assessment for that year. The annual budget and assessment shall require approval by a simple majority of votes cast in person or by proxy, but not less than 50 votes (as specified in Section III.6, above), with a quorum present.

III.7.3. Special Assessments. In addition to the annual assessments, PCHA-1 may levy a special assessment. The motion to levy a special assessment may be considered at either an annual or special meeting, and the text of the motion, which shall be given in the notice of the meeting, shall include the due dates(s) for payment of the special assessment. Special assessments may be for one or more years. Approval of a special assessment shall require a simple majority of all eligible votes (107 votes) cast in person or by proxy, as specified in Section III.6, above.

III.7.4. Notification of Assessment. The Treasurer shall, within three weeks of the adoption of the annual or special assessment, send a notice of assessment to each lot owner at the last known address. Annual assessments are for the calendar year and shall be due and payable on the first day of the month following notification of the assessment notice. The date date(s) for a special assessment shall be specified in the motion dealing with the adoption of the assessment. Annual and special assessments shall be fixed at a uniform rate for each lot. An owner of two or more lots shall be assessed for each lot. A lot held by more than one owner and/or entities is the responsibility of each of the owners. A house constructed to occupy portions of two lots shall be assessed as one lot. New lot owners shall be assessed for the portions of the year during which they owned the lot, unless the previous owner has paid the full year's assessment.

III.7.5. Liability of Assessment. Each owner of a Phase I lot, by accepting a deed for a lot, whether or not it is expressed in the deed, covenants and agrees to pay to PCHA-1 annual and/or special assessments, together with any interest, charges, and/or attorney's fees.

III.7.6. Overdue Assessments. Assessments not paid by the due date shall be charged interest beginning with the first day of the second month following the issuance of the assessment notice. Interest shall be charged at a rate of one (1) percent per month on the unpaid balance, including the unpaid assessment, accrued interest, charges, and/or attorney's fees. Unpaid balances are a charge on the lot, are a continuing lien on the lot, and shall be the personal obligation of the person(s) and/or entity (entities) owning the lot. Assessments overdue for more than three months may, upon the decision of the Board, be turned over to a collection agency,

result in a lien being placed on the property, action at law against the owner(s), and/or foreclosure of the lien against the property. No owner may waive or otherwise escape liability for the assessment by abandonment of the lot. Liens of the assessment shall be subordinate to the lien of any first mortgage.

Section III.8. Bylaws. PCHA-1 shall adopt Bylaws to provide details on the organization and operation of PCHA-1 and on the duties and responsibilities of the Board, Officers, and Committees. Procedures for amending Bylaws shall follow those for amending these Covenants, as described in Article II, above, and in Article XI of the Bylaws.

Section III.9. Merger into PCHA-1 of Additional Areas. Any street or Phase in the Pebble Creek area may request that its lot owners become members of PCHA-1. Such requests shall be signed for all (100 percent) of current owners. The Board shall make its recommendation on the merger request to the PCHA-1 membership, based on the extent to which the street or Phase conforms to these Covenants. The request shall be voted on at the next PCHA-1 meeting at which a quorum is present and, under SC case law, must receive approval by 100 percent of all eligible votes (214 votes) of PCHA-1. All lot owners of the merging area shall thereafter be bound by these Covenants. Should any area be merged into PCHA-1, the description of Phase I on page one of these Covenants shall be amended to incorporate the description of the merging areas.

Section III.10. Dissolution of PCHA-1. The motion to dissolve the PCHA-1 Corporation shall be made at an annual or special meeting, and shall include a statement on the distribution of assets, as described in Section XIII.2 of the Bylaws. The motion shall include the statement that the dissolution motion shall be voted on at a special meeting to be called in not less than four weeks nor more than eight weeks. At the special meeting, approval of the motion to dissolve the Corporation require two-thirds (2/3) of all eligible votes (142 votes) cast in person or by proxy, and further assent to the dissolution shall be required by not less than two-thirds (142) of the members of PCHA-1 signing a copy of the dissolution motion.

ARTICLE IV ARCHITECTURAL CONTROL

Section IV.1. Architectural Committee.

IV.1.1. Membership and Duties. The Architectural Committee shall consist of at least three PCHA-1 members, appointed for one year terms by the President. This Committee shall conduct review, approve and/or disapprove requests, and enforce the controls set forth in this Article. When this Committee receives a request to review plans for construction of a new house, for additions, or for exterior remodeling, the Board may hire a consulting architect to assist the Committee in its review.

IV.1.2. Committee Approval Required. No building, fence, wall, or other structure shall be commenced, erected, or placed, nor shall any exterior additions to, changes, or alterations of these items be made until the plans and specifications showing the nature, kind, shape, height, materials, paint colors, and location shall have been submitted to and approved in writing by the Architectural Committee. The approval shall consider the harmony of external design and location in relation to surrounding structures and topography. Guidelines are available from the Chairman of the Architectural Committee. If the Architectural Committee fails to approve or disapprove such design and location within 30 days after the plans and specifications have been submitted to it, approval will not be required and these requirements will be deemed in full compliance. Should the Architectural Committee disapprove an owner's request, the owner has the right to appeal to the Board.

Section IV.2. Building Restrictions. This article imposes building restrictions or protective covenants on the numbered lots in Phase I as recorded in Register of Deeds Office Plat Book 5-D at Pages 1 through 5. These Covenants are to run with the land and shall be binding on all owners of Phase I lots.

Section IV.3. Single Family Houses. All lots in Phase I shall be used only for single family, detached, residential dwellings. They shall not be used for commercial or business purposes.

Section IV.4. New House Construction: House Additions and Modifications.

IV.4.1. Completion of Construction. Construction of a house shall be completed on the exterior within nine months and the house shall be completed within one year after the footings are poured. Landscaping shall be reasonably completed with three months after the house is occupied. A fine of \$100 shall be imposed on the lot owner by the Board for each month's delay in completion of construction and/or landscaping after the deadlines. The lien shall not affect the rights or liens of other lien creditors. Any fines shall be paid to PCHA-1 for use in beautification of Phase I. The Architectural Committee may, for reasonable cause, recommend to the Board that it waive the fine either before or after it accrues.

IV.4.2. Houses and Outbuildings. All new houses shall be built in place. No prefabricated structures or structures moved from another location shall be placed or erected in Phase I. No separate outbuildings (including storage sheds, hot houses, cabanas, gazebos, tree or play houses, and/or detached decks) shall be constructed, erected, or placed on any lot in Phase I without approval in writing by the Architectural Committee in advance of construction or placement. To be considered for approval, such outbuildings shall be of substantial construction, with design and materials similar to the house, and shall be located to minimize visibility from the street or the golf course.

IV.4.3. Floor Space Requirements. Floor space requirements of houses follow:

One Story	2,000 sq. ft.
Two Story	2,400 sq. ft.
One and One-Half Story (at least 1,600 sq. ft. of heated area on main floor)	2,400 sq. ft.
Split Level (with 1,600 sq. ft. on the main and upper levels)	2,400 sq. ft.

Floor space calculations shall include only the heated areas. Porches, garages, breezeways, and full or partial basements are excluded from the calculations of floor space.

IV.4.4. Setback Lines. No house or outbuilding shall be located nearer to the front lot line or side street line than the building setback line shown on the recorded plat. No house or outbuilding shall be located nearer than 20 feet from any side street line. No house shall be nearer than 10 feet, or 10 percent of the average width of the lot, whichever is greater, to any inside lot line. At the recommendation of the Architectural Committee the Board may waive the requirements of this section and of the recorded plat, provided such waiver does not exceed 10 percent of the minimum setback requirements.

IV.4.5. House Facing Street: Recutting Lots. All houses shall face toward the front of the lot. No lot shall be recut without the written consent of the Architectural Committee. The authority of this Committee to approve or disapprove recutting shall be final.

IV.4.6. Garages/Carports and Driveways. All houses shall have a garage or carport for a minimum of two cars which shall be directly attached to the house, or be connected to the house with a covered passageway, breezeway or porch, unless an exception is made in writing by the Architectural Committee prior to commencement of construction. No carport or garage shall face the street, unless approved in writing by the Architectural Committee. No garage shall be used as a temporary or permanent residence. All driveways shall be paved with concrete or asphalt.

IV.4.7. Curbing. Lot owners shall be responsible for replacing street curbing during house, driveway or sidewalk construction initiated by the owner. Cutting, alteration, replacement, or refinishing of street curbing shall be performed by a contractor approved by the Architectural Committee.

IV.4.8. Utility Systems. All utility systems – water, sewer, electric power, gas, telephone, and cable TV – shall be placed underground within Phase I, except for above-ground transformers, fire hydrants, telephone and cable TV terminal boxes, and other equipment necessary for operation of the underground systems.

IV.4.9. Sewage Disposal. All sewage disposals shall be by a system approved by the State Department of Health and Environmental Control.

IV.4.10. Security Lights. The installation of a free-standing security light (called “outside light” by Duke Energy) shall have the written consent of immediate neighbors who would be in view of the light, filed with the Architectural Committee. The pole and fixture shall conform to those used for street lighting in Phase I: 175 watts, 7,500 lumens, with black finish, mounted on a 20-foot laminated wood pole. Floodlights mounted on a house or in trees shall be mounted to avoid shining into neighbors’ windows.

IV.4.11. Swimming Pools. All swimming and bathing pools shall be surrounded by a sightly fence, and both the pool and fence shall require approval by the Architectural Committee before construction and/or installation begins. Only in-ground pools will be permitted. Pools shall not be located in the front yard.

IV.4.12. Fences and Walls. No fence or wall shall be built or installed on any lot until it has been approved in writing by the Architectural Committee. Fences shall not be erected in the front yard of a lot. All fences shall be of the rail type, unless otherwise approved by the Architectural Committee (especially for fencing of swimming/bathing pools) and shall not be higher than five feet from the ground. No chain link or wire fence shall be approved unless it is erected within a rail fence. All swimming pools shall be surrounded by a sightly fence, as specified in Section IV.4.11, above.

IV.4.13. Mail Boxes. All mail boxes and posts shall be of a type and design similar to that shown in Appendix B of these Covenants. The Architectural Committee can refer house owners to sources of mailboxes and posts which meet these specifications. The preferred location for house numbers is on the post, but owners may opt to place numbers on the side of mailbox. In cases where two or more mailboxes are very close as to render house numbers on the sides of the boxes or posts impractical, the numbers may be affixed to mail box doors.

IV.4.14. Basketball Goals. Before installing basketball goals, lot owners/occupants shall take into consideration their neighbors who are within hearing range. Also note Section V.10, below, on excessive noise levels.

ARTICLE V OTHER RESTRICTIONS AND REQUIREMENTS

Section V.1. Bird Sanctuary: Discharge of Firearms. The property within Phase I is a bird sanctuary. Hunting of any wild birds is prohibited. The discharge of firearms in Phase I is prohibited and violators are subject to action by the Board, A fine of \$50 levied for a first offense

on the individual responsible for the violation shall be recommended to the Board by the Covenants Infractions Committee.

Section V.2. Maintenance of Houses and Lots. Owners/occupants shall maintain their houses and lots in good condition and repair. Houses and lots should create a clean, healthy, and aesthetically satisfying environment, free from nuisances, eyesores, unhealthy or devaluating conditions, and which protects the health, safety, and welfare of property owners. Owners/occupants responsibility extends to the middle of the street in front of the lot to ensure street and curbing is sightly and free of natural and man-made litter. The front 10 feet of vacant lots shall also be maintained by the owner. No owner shall cause or allow any condition to exist which could increase the insurance rates of other houses. Owners/occupants shall keep their lots free of litter, unsightly weeds, tall grass, and rank vegetation (including kudzu). The Landscaping Committee shall monitor vacant and untended lots and, after appropriate communication with the lot owner(s), may for the general benefit of all lot owners, bring the lots into conformity with this section.

Section V.3. Noxious or Offensive Activities. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood, or which may interfere with the rights, comfort, and/or convenience of other owners/occupants.

Section V.4. Burning. Owners/occupants shall not burn any item or substance on their lot unless consent is first obtained from all residents living within 200 feet. Before burning, the owner must notify the SC State Forester to determine if burn restrictions are in force due to dry and/or windy conditions. The burning must be located not less than 50 feet from any structure and adequate provision is made to prevent the fire from spreading within 50 feet of any structure; and the burning must be constantly attended by a competent person until such fire is extinguished. Such person shall have a garden hose connected to a water supply, or other fire extinguishing equipment readily available for use. The following burning does not require State Forester notification or neighbor consent so long as such burnings are performed in a safe manner: 1) preparation of food for immediate consumption, and 2) campfires and burn-pit fires used solely for recreational purposes, ceremonial occasions, or human warmth.

Section V.5. Regulations on Vehicles, Trailers, and Boats.

V.5.1. Travel Trailers, Recreational Vehicles, and Boats. Travel trailers and recreational vehicles (RV's) of less than 24 foot length and boats may be parked or kept on a lot only if they are maintained in a sightly manner and are reasonably screened from public view. Travel trailers and RV's shall not be used as a residence or office, either temporarily or permanently.

V.5.2. Disallowed Vehicles and Equipment. No house trailer, RV, bus, disabled vehicle, vehicle without a current license plate, and unsightly machinery or junk is permitted on any lot or street in Phase I, either temporarily or permanently. Repair and/or maintenance by the owner of motor vehicles and machinery which lasts more than three days shall not be made outside a garage, and shall not be performed on a street or driveway. The Covenants Infractions Committee shall be authorized to remove any such prohibited items from any lot or street in Phase I at the owner's expense. No trail bike, moped, motor scooter, motorcycle, golf cart or other small motorized vehicle shall be operated within Phase I except on streets.

V.5.3. Parking of Vehicles Outside of Garages. Greenville County does not regulate on-street parking leaving development of rules and enforcement to Home Owners Associations. The county will intervene at the request of the Board of Directors if the parking practice is a safety hazard (obstructs emergency vehicle access, atop of a sidewalk, obstructs a stop sign, etc.). Only non-commercial passenger automobiles, vans and pickup trucks in operating condition, with a then-current and effective license plate may be parked overnight on any driveway or street in Phase I. They may not be parked on the unpaved portion of a lot at any time. Upon receipt of complaints of violations of this subsection, the Covenants Infractions Committee shall follow enforcement procedures outlined in Section VII.1 in an attempt to remove the violation. Upon approval by the Board, the Committee may remove vehicles stored or parked in violation hereof at the expense of the owner/occupant liable for such costs. Commercial trucks, pickup trucks, vans and all types of buses shall not be parked overnight in driveways or on streets in Phase I. Government-owned passenger autos and vans, corporate passenger vehicles with small and neat lettering showing ownership, may be parked outside of garages overnight.

Section V.6. Portable Storage and Moving Containers. Temporary parking of portable storage and moving containers is allowed when used to transfer large items to or from an owner's house or lot. Containers may be placed on the street in front of the owner's lot only when a moving company is actively using the containers to transfer property. A container may be placed on a driveway for a period of not more than seven days without written permission of the Board.

Section V.7. Antennas, Clothes Lines, and Flag Poles. No exposed antennas, dish antennas larger than 20 inches in diameter, clotheslines, or free-standing flag poles shall be installed. Dish antennas must be mounted on the building structure itself, have minimal visibility from the street, and be in harmony with the external appearance of the house.

Section V.8. Fuel Tanks. All fuel tanks or containers shall be covered or buried underground, consistent with normal safety precautions.

Section V.9. Signs. No sign or signs shall be displayed to public view, either permanently or temporarily, on any lot or public right-of-way in Phase I except the following: (a) One sign of not more than four square feet in size, giving the name of the builder of a new house, house addition, or major repair during the construction phase; (b) One dignified, professional sign of not more than four square feet in size, offering the property for sale, lease, or rent; (c) Permanent entrance signs on Stallings Road and Mountain Creek Road (Route 253), showing the name Pebble Creek; (d) Small signs advertising yard, garage or moving sales, which may be placed on other lots with permission of the owner/occupant, which shall not be displayed for more than two days, and shall be removed within 12 hours of the end of the sale by the individual who erected the sign; and (e) Small election signs, which may be displayed with permission of the lot owner/occupant for no more than two weeks in advance of an election, and shall be removed within one day following the election date. No electric signs shall be permitted in Phase I. Any sign in violation of this Section shall be subject to removal without notice. All permitted signs must meet the requirements of Greenville County Code of Ordinances, Chapter 19, Article III.

Section V.10. Animals. A reasonable number of dogs, cats, and small caged pets may be kept on lots by owners/occupants. Dogs shall at all times be properly leashed or kept behind a fence. No other animals shall be kept, maintained, or quartered on any lot. No vicious dogs shall be kept or permitted on any lot in Phase I. Greenville County Ordinance No. 2130, Section 4-17 “Continuous Barking and the Like,” provides remedies and penalties for animals which are a nuisance to neighbors, for improper care of animals, and for barking dogs. Any dog taken outside the owner’s/occupant’s lot shall be on leash, and all dog droppings shall immediately be collected and disposed of in a sanitary manner.

Section V.11. Excessive noise. Owners/occupants shall not cause or permit to be caused on their lots or in the streets of Phase I noise levels in excess of 70 decibels between 7 a.m. and 10 p.m., nor in excess of 60 decibels between 10 p.m. and the following 7 a.m., and shall not keep a pet which makes sufficient noises to interfere with the peace and quiet of the neighborhood (see Section V.10. above). Greenville County Code of Ordinances, Chapter 15, Article IV, Section 15-102 provides penalties for excessive noise, and lists exceptions such as construction, lawn mowing, and tree cutting activities.

Section V.12. Cutting of Trees. It is the intent of these Covenants to encourage the maintenance of mostly wooded, well maintained lots. Tree trimming and tree cutting which is consistent with prudent landscaping is encouraged. No live, healthy tree with a diameter of six inches or more, measured four feet above the ground, shall be cut without written approval by the Landscaping Committee unless the tree is damaging driveways, sidewalks, or house foundations or to preclude endangerment to people or vehicles if it fell. Owners must remove or grind stumps below ground level for trees cut if the stumps are visible from the street.

Section V.13. Lot Owners and the Golf Course. The golf course in Phase I is the private property of Pebble Creek Club. Owners of lots adjoining the golf course, whether members of

the Pebble Creek Club or not, should discourage unauthorized persons, animals, and/or vehicles from trespassing on or defacing golf course property.

ARTICLE VI EASEMENTS

There is a blanket easement on, across, over, and under all lots in Phase I to permit ingress, egress, installation, replacement, repair, and maintenance of utilities, including water, sewer, gas, electric power, telephone, TV cable, and drainage facilities, as well as street lights, traffic signs and street signs. A five foot easement is reserved along all streets, as shown on the recorded plat of Phase I. There are additional easements over the rear and side five feet of each lot, and drainage easements along creeks running through any part of a lot in Phase I, as shown on the lot plat. No buildings, trees, slabs, or other improvements shall be placed over these easements by owners/occupants, other than driveways and sidewalks. A golf and drainage easement is located along the rear line of all lots adjacent to the golf course, as shown on the recorded plats.

ARTICLE VII ENFORCEMENT OF THESE COVENANTS

Section VII.1. Action by the Responsible Committees: Owner's Right of Appeal. The Architectural, Covenants Infractions, and Landscaping Committees shall, upon receipt of complaints of infractions of any of the Covenants, contact the violating owner/occupant and, if necessary, send a letter signed by the President to the owner/occupant, giving details of the complaint and of the Committee's finding and giving a deadline by which date the infraction must be remedied by the owner/occupant. If the infraction is not remedied by the deadline date, the Committee may, after contact with the owner/occupant, recommend to the Board that it be authorized to take necessary steps, including levying of a fine and/or hiring of workers to bring the house/lot into conformity with these Covenants and shall add the total cost of such fines and/or work to the assessment of the lot. Should a lot owner disagree with a Committee's disapproval of the owner's request(s), or with a Committee's enforcement recommendations to the Board, the owner may appeal these decisions to the Board.

Section VII.2. Enforcement by the Board. Enforcement of these Covenants and Restrictions by the Board shall be by any appropriate proceeding or proceedings at law or in equity against any person or persons violating or attempting to violate any restriction contained herein, either to restrain violations, to enforce personal liability, or to recover the damages for the violations, to enforce personal liability, or to recover the damages for the violation, or by any appropriate proceeding at law or in equity against the land to enforce any charge, including lawyer's fees, or lien arising hereunder. The Board and each of its appointed Committee

members shall have an election and right, but not an obligation of duty, to enforce these restrictions by a proceeding or proceedings at law or in equity, and they shall not incur any liability whatsoever as a result of electing not to enforce such restrictions in any instance. Any failure by the PCHA-1 Board, its appointed Committee members, its standing committees, or any lot owner to enforce such restrictions shall in no event be deemed a waiver of the right to do so thereafter. PCHA-1 shall be entitled to reimbursement for costs, including attorney's fees and expenses incurred in such enforcement. The liability for such fees and expenses, and any fine levied, shall be a permanent charge and lien upon the lot or lots of the owner against whom enforcement is sought and shall themselves be enforceable by PCHA-1 by an appropriate proceeding in law or in equity.

Section VII.3. Enforcement by Owners. It shall be lawful for any lot owner in Phase I to prosecute any proceedings at law or in equity against those who violate or attempt to violate any of these Covenants, and either prevents them from so doing or to recover damages or other dues, including attorney's fees, for such violations.

Section VII.4. Invalidation of a Covenant. Invalidation of any one of these Covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section VII.5. Differences Between Laws/Ordinances and These Covenants. In any instance where these Covenants do not fully agree with state law or county ordinances, the more restrictive shall prevail.

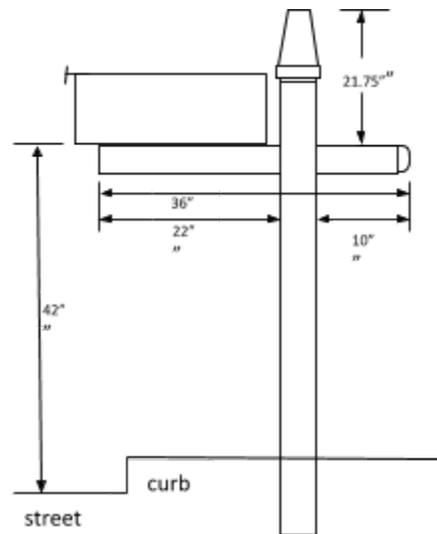
APPENDIX A
Pebble Creek Phase I

Basic Specifications for mailboxes follow:

- 1) Dimensions approximately 9" wide, 11" high, and 21" long.
- 2) Factory finished in black color. Sheet steel or aluminum is preferred to plastic.
- 3) House numbers installed on mailbox side, front, or on posts.
- 4) Newspaper tube may also be mounted below the post arm.

Basic Specifications of mailbox posts follow:

- 1) 4" x 4" pressure treated or cedar posts and seven to eight feet long.
- 2) Must be set in stone or concrete.
- 3) Approximate dimensions of post as shown in drawing below.
- 4) Height from road level to top of arm (bottom of mailbox) is shown in drawing. This places the mailbox at proper height for delivery of mail from the postal vehicle.
- 5) Front of arm or front of mailbox should be even with the edge of the curb.
- 7) The Architectural Committee can refer owners/occupants to sources of mailbox posts.



Amendments Adopted at the twenty-seventh annual meeting of Pebble Creek Homeowners' Association—Phase I, Inc. held on January 19, 2016. All amendments have been incorporated into the text.

1. Updated all references to Greenville County ordinances. Most have been either rescinded or incorporated into other ordinances. Passed with 124 votes in favor; 4 opposed.
2. Updated references to Greenville County “RMC office” to the “Register of Deeds” office. Changed “Pebble Creek Country Club” to “Pebble Creek Club.” Changed “Duke Power Company” to “Duke Energy.” Passed with 124 votes in favor; 4 opposed.
3. Included electronic notification (email) to the membership as an option to U.S. mail for homeowners with email capabilities. Passed with 123 votes in favor; 5 opposed.
4. Established guidelines to placing address numbers on mailboxes or posts. Passed with 117 votes in favor; 11 opposed.
5. Eliminated requirement for street address numbers be placed on houses. Passed with 122 votes in favor; 4 opposed.
6. Increased fine for a first offence for discharging a firearm from \$25 to \$50. Passed with 117 votes in favor; 11 opposed.
7. Extended homeowner responsibility for leaf and litter control to the middle of the street in front of the lot. Passed with 111 votes in favor; 17 opposed.
8. Added requirement for homeowners to notify the SC State Forester office before outdoor burning to determine if burn restrictions are in force. Passed with 125 votes in favor; 3 opposed.
9. Added recreational vehicles (RV's) to restrictions which also apply to travel trailers and boats. Passed with 123 votes in favor; 5 opposed.
10. Restricts placement of portable storage and moving containers on a lot for a period greater than seven days without board approval. Passed with 113 votes in; 15 opposed.
11. Added requirement for owners to remove or grind stumps below ground level when seen from the street. Passed with 117 votes in favor; 11 opposed.
12. Changed requirements for a standard mailbox and post design to guidelines for mailboxes and posts. Passed with 120 votes in favor; 8 opposed.
13. Added an option for using a collection agency to collect overdue assessments greater than three months. Passed with 119 votes in favor; 7 opposed.
14. Deleted the requirement to prepare a list of at least two nominees to replace each Director whose term expires at the next annual meeting. Passed with 124 votes in favor; 4 opposed. Passed with 120 votes in favor; 8 opposed.

15. Revised transfer authority signature cards for outgoing and incoming Treasurers. Passed with 121 votes in favor; 7 opposed.
16. Changed “Welcoming & Newsletter” committee to “Social” committee. Passed with 124 votes in favor; 4 opposed.
17. Deleted requirement for Architectural Committee to check building permits published in the *Greenville News*. Passed with 118 votes in favor; 10 opposed.
18. Clarified Social Committee responsibilities; adds requirement for Christmas decorations on signs; makes new residents aware of the PCHA-1 website. Passed with 123 votes in favor; 5 opposed.
19. Created a Collections Committee to consist of the Treasurer and two homeowners. The committee will be responsible for collection of assessments which are delinquent for more than three months. Passed with 120 votes in favor; 8 opposed.
20. Increased Board authority to approve non-budgeted expenditures from \$2,000 to \$3,000. Passed with 112 votes in favor; 16 opposed.

Certification with probate and notary signatures are available at the Register of Deeds website. A copy is also posted to the PCHA-1 Website.