

**DECLARATION OF RESTRICTIONS, COVENANTS,
CONDITIONS, EASEMENTS, AND AFFIRMATIVE OBLIGATIONS
GREENBRIAR FARMS SUBDIVISION
AS AMENDED MAY 13, 2004
Amended May 20, 2010
Amended May 26, 2016
Amended November 18, 2021
Amended May 19, 2022**

The Greenbriar Farms Homeowners Association Board of Directors, hereinafter referred to as the Board, does hereby impose on said property the restrictions, covenants, conditions, easements, affirmative obligations, and other matters as set forth below. The Greenbriar Farms Homeowners Association assumed full responsibility for same upon conclusion of Developer involvement. Feather Stone Properties, Inc. of Rock Hill, South Carolina, hereinafter is referred to as Original Developer.

ARTICLE I PROPERTY SUBJECT TO RESTRICTIONS

The Property which is subject to these Restrictions, Covenants, Conditions, Easements, and other matters is more and particularly described as follows:

Lots 1 - 31, Greenbriar Farms as shown on Plat entitled "Greenbriar Farms" prepared by Fisher-Sherer, Inc., dated December 17, 1998, recorded in Plat Book , Page Office of the Clerk of Court for York County, South Carolina. Lots 32-56 added upon completion of Phase II.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

2.1. An Architectural Control Committee, composed of a minimum of two HOA members, shall be responsible for the approval of proposed plans and other matters assigned to it. The number of members and the term of each shall be determined by the Board.

2.2. The decisions of the Committee shall be by simple majority. Minutes of meetings and all decisions of the Committee will be made in writing. All material decisions will be communicated in writing to the parties affected. The Committee from time to time may adopt other procedures and regulations, consistent with these Restrictions,

for the administration of its business. All procedures and regulations adopted shall be reduced to writing and sent to all lot owners.

2.3. Neither the Architectural Control Committee, nor any of its members or representative, shall be liable to the Homeowner's Association or any Lot Owner for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Control Committee's duties hereunder, unless due to willful misconduct or bad faith.

ARTICLE III GENERAL RESTRICTIONS AND COVENANTS

3.1. All of the aforementioned lots shall be residential lots, and no part of any lot, except as otherwise provided herein, may be used for any other purposes.

3.2. Notwithstanding the provisions of Paragraph 3.1, a lot owner may use a portion of a residence as an office if such usage does not cause customer or client traffic to and from the lot. And a lot owner, or his agent, may not use a residence as a model for sales promotion.

3.3. No lot shall have the right to access Walker Road.

3.4. The fifty-foot buffer shown on the subdivision plat is for the benefit of all lot owners and may not be subdivided nor subjected to any rights-of-way for ingress and egress.

3.5. No improvements or structures of any kind (including, but not limited to, buildings, dwellings, decks, porches, garages, fences, walls, mail boxes, security lights, outbuildings, or other accessory structures) shall be commenced, erected, or maintained upon the Property, nor any addition, change, or alteration to any existing structure or the natural condition of the Property shall be permitted, until complete house plans (delineating the floor plan, front, side and rear elevations), complete specifications (indicating the nature, kind, shape, height, materials, and basic exterior finishes and colors), complete site plans (delineating site location, patios, driveways, and parking areas), and complete landscaping plans (delineating type, size, and location of all plants, trees, and ground cover) have been submitted in duplicate to and approved by the Architectural Control Committee as to

quality of materials and workmanship, harmony of exterior design with existing improvements, and location of improvements in relation to topography, surrounding improvements, finish grade elevation, and proximity to surrounding improvements, street lines, and all property lines. The Architectural Control Committee shall have the right to standardize any architectural or accessory features as well as the exterior materials used in construction. Also, a maximum of one (1) shed or out-building is permitted with a maximum of 300 sq. ft., as well as a maximum of one (1) non-attached garage. The Architectural Committee shall have to right to reject any and all requests for additional buildings.

3.6. Any plans or specifications submitted may be rejected or Conditionally approved upon any ground, which the Architectural Control Committee, in its sole discretion, shall deem desirable for the orderly, harmonious, environmental, and aesthetic development of the Property. If the Committee fails to act on such plans within thirty (30) days after receipt of written notice delivering such plans, the Committee shall be conclusively deemed to have approved such plans and specifications. Approval of such plans, by whatever method above, shall not be interpreted as a waiver of any mandatory or minimum requirements contained herein, nor shall interpreted as an approval or warranty by the Committee as to the stability, design, or quality of any improvement.

3.7. In order to assure that every house will be staggered where practical and appropriate and that every improvement will be located such that ecological and topographical concerns, views, privacy, ventilation, and aesthetic considerations may be maximized to the fullest feasible extent, the Architectural Control Committee shall have absolute discretionary authority to determine the precise site location of all improvements, alterations or additions thereto. Reasonable opportunity will be afforded lot owners to recommend a specific site.

3.8. All residences, accessory buildings, and lots must conform to the following minimum requirements:

- (a) The main structure, exclusive of open porches and garages, shall not be less than 1800 square feet of heated living space.

- (b) The exterior of the main structure must be made of brick, cement board (ex. Hardy Plank), stone, stucco, or a combination thereof. Vinyl siding is discouraged but will be acceptable only if limited to 10% of the building exterior surface.
- (c) The roof of the main structure shall have a minimum pitch of 8ft rise over 12ft run, and shall have architectural shingles.
- (d) Each lot owner must provide space for vehicle parking off public streets which is acceptable to the Architectural Control Committee. 'Vehicles' include, but are not limited to: cars, trucks, boats, trailers, wagons, floats, golf carts, and the like. Such parking spaces, areas, or aprons, and driveways must be paved and completed at or before the completion of the residence.
- (e) All free-standing mailboxes and newspaper boxes shall be of uniform size, design, materials, and color, and shall be constructed by the owners and/or builders in accordance with standards established by the Architectural Control Committee.
- (f) No fence, wall, hedge, mass planting, or similar obstruction shall be erected or placed on that portion of the lot lying in front of the residence, exclusive of the front porch or other projection. Nor shall any fence, wall, hedge, mass planting, or similar obstruction exceeding fifty-four (54") inches in height be erected, placed, or maintained on the Property. However, the Architectural Control Committee shall have the authority to approve any variance from the above restriction.
- (g) Except for political signs and signs advertising the sale of a lot or residence by individual owners (said signs not to exceed six (6) square feet) and except for one professional sign (not to exceed four square feet), all of which are to be of a temporary nature, no signs, advertisements, billboards, or other advertising structures may be placed on the Property. Also excepted

herefrom are the entrance signs provided for in Paragraph 4.4.

- (h) Large television or radio antennas, large satellite dishes are prohibited in the Development. Small satellite dishes are permissible if not visible from the street. Under special circumstances, the Architectural Committee can approve, in writing, a specific location for a small satellite dish according to the following restrictions:
 - a. Small dish mounted on the side of house to access satellite must be located on the back 1/3 of house. None allowed on front porch and none to extend above roofline to present noticeable silhouette.
 - b. Small dish mounted on metal post of like color next to house must also be located along the back 1/3 of house or to the rear of the house, as close to the house as possible, be less than 6 ft. high, and should be concealed as much and attractively as possible from the street by shrubbery of sufficient size to hide. (Amended by vote of members present at annual meeting on May 13, 2004.)
- (i) All residences and accessory buildings must be completed within one (1) year from the date of commencement of construction, unless completion is impossible or will cause excessive hardship on the owner, due to fire, severe material shortages, unanticipated strikes, or the like. Accessory buildings may not be constructed prior to the main improvement.
- (j) Above ground swimming pools are prohibited in the Development with the exception of the temporary pool type used by small children or for a special occasion. Temporary pool type refers to an inflatable pool or one that will be set up and taken down within a few days. Such temporary pools should be located behind the residence with minimum visibility from the street, and must be stored during non-pool use months.
- (k) Solar panels are not permitted on the front of any home in the neighborhood. They may be permitted on the back of a home if placed in a way not visible from the street and receive advance approval from the Architectural Committee. Solar panels may be permitted on one or more

sides of a home if they are placed in a way not visible from the street, and receive advance approval of the Architectural Committee and adjacent neighbors.

- (l) The use of commercial drones is not permitted in Greenbriar Farms unless approved in advance by the HOA Board, except for preparing marketing material for real estate sales or evaluation of inaccessible areas of the property.
- (m) The use of personal drones is limited to on or above owner's property only. Any invasion of privacy by an operator of a drone on any resident of Greenbriar Farms will be subject to Association fines and legal prosecution.
- (n) All playground equipment is to be approved by the Architectural Committee in advance of being placed or built on an owner's property. Failure to receive advance approval may result in owner being required to remove or otherwise alter the equipment.

3.9. No clear-cutting of trees on any lot shall be permitted without written approval of the Architectural Control Committee.

3.10. No residence of a temporary nature shall be erected or allowed to remain on any lot, and no trailer, basement, shack, tent, barn, garage, or other building of a similar nature shall be used as a residence on any lot, either temporarily or permanently. For the purposes of this Section, the term "trailer" specifically includes, without limitation, a "manufactured home" as defined in Sec. 31-17-20 (a), Code of Laws of South Carolina, 1976, as amended, and any other prefabricated structure or structure not substantially constructed on site. The Architectural Control Committee shall be the sole judge of whether or not a structure is not substantially constructed on site as envisioned by these Restrictions. Undeveloped lots shall be required to maintain a 20 ft. buffer from middle of street to a maximum vegetation height of 8 inches. Failure to Comply will result in initiating the graduated fine schedule process.

3.11. Each owner shall keep his lot in an orderly condition and prevent it from becoming unkempt, unsightly, or unclean.

- (a) Garbage receptacles, cans, and/or areas shall be constructed in accordance with standards established by the Architectural Control Committee. No lot shall be used, in whole or part, for the storage of rubbish of any kind. No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall remain on any lot outside an enclosed structure; provided however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, or similar items, or garbage receptacles for the purpose of removal. All improvements shall be maintained in a suitable state of repair. All damage shall be promptly repaired.
- (b) Landscaped areas, plant and flower beds shall be kept reasonably weed free and not overgrown or unsightly during growing seasons.
- (c) The space between concrete curbs and paved roads shall be kept free of weeds or grass growth.

3.12. No noxious or offensive trade or activity shall be carried on upon the Property subject to these Restrictions, nor may anything be done thereon which may be, or become, a danger, detriment, annoyance, or nuisance to the neighborhood. This includes, but is not limited to:

- (a) the use of firearms.
- (b) the use of trail-bikes, go-carts, four-wheelers, or other off road or all-terrain vehicles.
- (c) the maintenance or keeping of trucks that have more than six (6) wheels.
- (d) parking of campers, motor homes or boats outside of a garage, in front of a line extending to the side lot lines from the rear of a residence.

- (e) golf carts are allowed in the subdivision as long as they are properly permitted for neighborhood use by the sheriff's department.
- (f) fireworks, while legal, can be dangerous, and homeowners are encouraged to be considerate of neighbors regarding noise, safety and debris left behind from fireworks.

3.13. All electric, telephone, and other utility service lines between residences and distribution lines shall be underground.

3.14. Pets, such as dogs, cats, birds, and other in house pets, shall be limited in number and kept under strict supervision of the occupants, according to the county ordinances, and under such conditions so as not to create an annoyance or nuisance to the neighborhood. For this reason, dogs must be confined to the owner's property electronically or by an architecturally approved enclosure. Chickens (no roosters), rabbits, ducks or other small animals are allowed. They must be penned in and not create a nuisance to the surrounding neighbors. No other animals are permitted.

3.15. No lots may be subdivided, altered, or rearranged, and no driveways or roadways shall be extended through a lot from other property.

3.16. Notwithstanding the provisions of Paragraph 3.15. two or more contiguous lots may be combined into one lot. If combined, only the exterior boundaries of the replatted lot shall be considered in the application of these Restrictions. In all cases of replatting, easements along the original boundaries will be deemed extinguished in favor of similar easements along the revised boundary lines. If combined, the Owner will pay one HOA fee for the house.

ARTICLE IV EASEMENTS AND COMMON AREAS

4.1. Easements for installation and maintenance of driveways, walkways, parking areas, water lines, gas lines, telephone and electric power lines, sanitary water and storm drainage facilities, cablevision (CABLE TV) services, and for the other utility installations are reserved as shown on the applicable recorded maps of the subdivision. Except as provided below, such easements are reserved over the rear ten (10) feet and each side five (5) feet of each Lot. Within such easements no structures, plantings or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of sewerage or disposal facilities and utilities. The easement areas of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

4.2. In addition, the HOA reserves the right to locate wells, pipes, plumbing stations, collection basins and mains within the Property subject to these Restrictions in any open space or common area, or upon any lot with the owner's permission.

4.3. Certain lots shall have sight easements imposed thereon as shown on the applicable recorded maps of the subdivision. These easements shall be kept clear of all plants, other than tall trees (as determined by the Architectural Control Committee and the South Carolina Highway Department) or those under two feet in height. Said easements shall also be deemed common areas for purposes of Paragraph 4.4

4.4. The Original Developer delegated certain areas within the subdivision as common areas, which the HOA adopted to maintain.

- (a) Common areas and/or constructs the amenities referred to above, may transfer to the homeowner's association, or similar organization, title to the amenities and any duty to maintain and control such amenities. All lot owners shall pay their pro rata share of the costs to maintain and improve such common areas and amenities, including street lights, entrance signs, and irrigation systems.

4.5. Each lot owner shall be a member of the Greenbriar Farms Homeowners Association, and shall abide by such rules as may be promulgated by said association for the maintenance and upkeep of any common areas or amenities conveyed to the association, including, but not limited to, any retention ponds and fifty-foot tree buffers. Each lot subject to this Declaration shall be subject to a lien in favor of the Association for the monthly assessments and other charges levied by the Association. Each such assessment, together with the interest and cost of collection thereon, shall be a permanent charge and continuing lien upon the lot against which it relates and shall also be the joint and several personal obligations of each property owner of such lot at time the assessment becomes due. Each property owner, by accepting a deed for a lot in this Property, agrees to pay assessments as it becomes due. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lots subject to assessment; provided however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding or conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by mortgagee/owner to a subsequent owner.

4.6. Any work completed by members on any common area property, trees, shrubs, grass, paving and the like should be done only with prior permission of the Board. Any expense incurred by members completing such work without permission shall be the responsibility of the members and not used as alternate method of payment or in lieu of annual dues payment.

ARTICLE V ENFORCEMENT, AMENDMENTS AND RESERVATIONS

5.1. Failure to enforce any rights, reservations, restrictions, covenants and conditions shall not be deemed a waiver or bar to the right of enforcement as to such violation or as to any subsequent violation of a similar or different nature.

5.2. The covenants and restrictions herein are for the benefit of any and all lot owners. If an owner violates any restriction, covenant, condition or duty contained herein, the Architectural Control Committee, the Homeowners Association, and/or any lot owner has, individually or collectively, the authority to enforce said restriction, covenant, condition or duty by any and all general enforcement rights which the aforementioned groups may have for a breach or violation of the terms contained herein. The prevailing party shall be entitled to all litigation costs, including reasonable attorney fees.

5.3. These covenants, restrictions, easements and other matters are to run with the land and shall be binding on all parties and all other persons claiming under them, for a period of twenty-five (25) years from the date of recordation after which time they shall be considered as having automatically been extended for successive period of ten (10) years; provided, however, any part or all of them may be amended, in whole or in part, at any time, whether within the original twenty five (25) years, or any subsequent extension, by an instrument in writing, executed and recorded with the same formalities as this Declaration, signed by the owners of a majority of the total number of lots in the Property, as reflected by the public records in the York County Courthouse.

5.4. The HOA reserves the right to modify or limit this instrument, and to add additional provisions to be applicable to additional property. This Declaration is not intended to indicate what restrictions and conditions may be imposed on any adjacent property.

5.5. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect. The failure, by anyone, to enforce any of the provisions contained herein shall not be interpreted as implying consent, by other, to any such violations.

IN WITNESS WHEREOF, Greenbriar Farms Homeowner's Association, has caused these presents to be executed, acknowledged, and delivered in its name and behalf this ____ day of July, 2022.

In the presence of:

President

Vice-President

Treasurer

Secretary

At-Large

By: Greenbriar Farms Homeowner's Association

STATE OF SOUTH CAROLINA)

)

PROBATE

COUNTY OF YORK)

Personally appeared before me
_____ and made oath that he saw the
within named Grantor, by and through the above authorized
officer, sign, seal, and its act and deed, deliver the
within written Deed, and that he with
_____witnessed the execution thereof.