

STATE OF SOUTH CAROLINA)
) RESTATEMENT OF PROTECTIVE
) COVENANTS FOR
COUNTY OF PICKENS) SMITHFIELDS SUBDIVISION

This Restatement of the Protective Covenants of Smithfields Subdivision (hereinafter "Restatement") is entered into and shall be effective as of the 17 day of December, 2018, by SMITHFIELDS HOMEOWNERS ASSOCIATION, INC. (hereinafter "Association").

WITNESSETH

WHEREAS, the Protective Covenants of Smithfields Subdivision, recorded in the Office of the Register of Deeds for Pickens's County, South Carolina, in Book 14-E at Page 490 (the "Declaration"), made certain properties in Pickens County, South Carolina subject to the Declaration; and

WHEREAS, in Article V paragraph 5.1 of said restrictions, the Association reserved the right to change, alter or amend the said restrictions; and

WHEREAS, the following modifications comprising a Restatement of the Declaration have been adopted by the Board and these modifications have been approved by a majority consent of the Association's members, as required by Article I, paragraph 1.5 of the Declaration. The intent of this Restatement is to replace and supersede the original Declaration filed in the Office of the Register of Deeds for Pickens County, South Carolina in Book 14-E at Page 490.

NOW THEREFORE, the Declaration of the Protective Covenants for Smithfields Subdivision are hereby restated and from henceforth shall read as follows:

ARTICLE I

REAL PROPERTY SUBJECT TO THIS DECLARATION

1.1 Existing Property. The Real Property which shall be held, transferred, sold, conveyed and occupied subject to these Covenants and Bylaws is all the numbered lots as real estate shown on a plat of Smithfields Development Corporation Sections I, II, III, IV, V, and VI, shown on plats by C. E. Shehan, Surveyor, Reg. Surveyor No. 8810, dated respectively October 12, 1982, January 25, 1983, November 16, 1982, and other dates, and recorded in the Office of the Clerk of the Court for Pickens County Pickens, South Carolina, in Plat Book 25, at Pages 44-47.

1.2 Additions to Existing Property. Additional Real Property, including existing subdivisions, may become subject to these Covenants and Bylaws without the approval of any purchaser or transferee of the Association by filing of record of a Supplementary Declaration of Covenants and Restrictions with respect to the additional property, which shall automatically extend the scheme of the Covenants and Restrictions of this Declaration to such property. Such Supplementary Declaration may contain such additions and modifications of these Covenants as may be necessary to reflect the different character of added properties, but in no event shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration within the existing property as hereinabove described in Paragraph 1.1.

1.3 Existing Structures. In the event these Covenants shall be extended to additional Real Property, including existing subdivided and restricted subdivisions, all then existing structures and uses thereon shall not be affected by the terms hereof, but shall be deemed in compliance herewith, but this shall not apply to future structures and uses, or the alteration of existing structures, which shall be constructed, sold, transferred and occupied only in accordance with the terms hereof.

1.4 Conflict with Zoning Statutes. In the event of any conflict with the provisions hereof with any zoning ordinance or statute, or subdivision law or regulation, in effect on the date of recording of these Covenants, which would require a more stringent or strict standard, regulation or use than required herein, then the terms, conditions and requirements of such more stringent zoning or subdivision law, statute or ordinance shall prevail.

1.5 Length of Restrictions. These Covenants are to run with the land for a period of five (5) years at which time they will be automatically extended for successive periods of five (5) years each, unless by a majority of the then owners, it is

agreed to change said Covenants in whole or in part . Changes by a two-thirds (2/3) consent of all owners may be made at any time.

1.6 Enforcement of Restrictions. The uses permitted and prohibited and the terms, conditions, and limitations hereafter set forth in this Article and the following Articles shall apply to the lots shown in the aforesaid plats. If any of the parties hereto, or any of them, or their heirs or assigns shall violate any of the covenants herein contained, it shall be lawful for the Association, or any person or persons owning any numbered lot listed in these restrictions to prosecute any proceeding at law or in equity under these covenants.

1.7 Failure to Comply with Covenants. The Association can enforce the obligations and assessments provided in the Declaration including, but not limited to, the institution of civil actions to enforce payment of the Assessments as provided in the Declaration, the imposition of charges for late payment of Assessments, and after notice and an opportunity to be heard, levying reasonable fines for violations of the Declaration, Bylaws, and rules and regulations of the Association.

ARTICLE II

USES PERMITTED AND PROHIBITED IN RESIDENTIAL AREA

The uses permitted and prohibited and the terms, conditions and limitations hereinafter set forth in this Article II, Paragraphs 2.1 through 2.30, shall apply to all lots in the subdivision, except where specifically provided to the contrary in Article IV hereinafter set forth.

2.1 Use for Single Family Residences. All lots shall be used exclusively for a single family residence and for residential or domestic purposes connected therewith not specifically prohibited by the terms of these Covenants.

2.2 Business Prohibited. No trade or business may be conducted on any lot, or in or from any lot, except that an owner or other resident of a lot may conduct a business activity within a residential unit so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residential unit, (ii) the business activity conforms to all applicable zoning ordinances of the City of Easley, South Carolina, and (iii) the business activity is consistent with the residential character of the Smithfields Subdivision and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other residents in the Smithfields Community, as may be determined from time to time in the sole discretion of the Board of Directors. The terms "business" and "trade" as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (a) such activity is engaged in full or part time, (b) such activity is intended or does generate a profit, or (c) a license is required for such activity. The leasing of a residential unit by the owner thereof for periods of not less than thirty (30) consecutive days and with the consent of the Association shall not be considered a trade or business within the meaning of this Section.

2.3 Street Obstructions. No fence, wall, hedge, shrub, bush, tree or other object, natural or artificial, shall be placed or located on any lot if the location of the same will in the judgment of the Architectural Committee obstruct the vision of any motorist upon any street or avenue shown on the plat.

2.4 Square Footage Minimums. No one-story home shall be constructed on any listed lot that contains less than sixteen hundred (1600) square feet of finished heated space with a double carport on the end of the home and opening from the back. In the event no carport or garage is constructed on the end of a one-story home, then the minimum heated finished area shall be not less than 1800 square feet. All homes other than sixteen hundred (1600) square feet homes shall be allowed garage doors opening from the front. In computing the square footage of any split-level residence or tri-level residence, credit shall be given for one-half of the square footage of any basement which is finished and heated. The minimum square footage, thus computed, on a tri-level and split-level residences shall be eighteen hundred (1800) square feet. No two-story residence shall be constructed on any lot containing less than one thousand (1,000) square feet of finished heated space on the ground floor and less than one thousand (1,000) square feet of finished heated space on the second floor with a double carport, or garage, opening from the end or back. In the event a two-story house does not have a carport or garage, the heated space then must be at least eleven hundred (1,100) square feet per floor or a total of twenty two hundred (2,200) square feet of heated finished space. No building shall exceed two (2) stories or twenty-eight (28) feet in height from ground level.

2.5 Utility Areas. Each residence may have one screened utility area. Each Utility Area shall be hedged, or fenced on all sides thereof, except the entrance thereto, using such materials, with such height and design as shall be approved by the

Architectural Committee. No pens, yards or houses for pets, above-ground storage of construction materials, coal, oil or other fuels, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, tool shops, workshops, garage and trash cans and receptacles, detached garages, above-ground exterior air conditioning and heating equipment, children's playhouse, lawn maintenance equipment or other mechanical and household equipment or any other structures and objects as determined by the Architectural Committee to be of an unsightly nature and appearance shall be placed or permitted to remain upon any lot unless the same shall be erected, maintained and allowed to remain wholly within a Utility Area. All garbage containers shall be placed in an inconspicuous place at the rear of the lot and mounted on a stand, screened from view and kept in a neat manner.

2.6 Detached Out-Buildings. No structure of any kind which extends more than three feet above the normal surface of the ground and which is detached from the single family residence or utility area shall be placed or permitted to remain on any lot without approval of the Architectural Committee.

2.7 Setback Lines. No buildings or structure shall be located on said lots nearer to the front line than shown on setback line on said plats. Out-buildings shall not be located nearer than seventy-five (75) feet to the front lot line nor nearer than seven and one-half (7-1/2) feet from any side or rear lot line, if approval is given as aforesaid.

2.8 Fences, Walls and Hedges. Except for driveways and walkways, no fence, hedge, wall or any other type of permanent structure or Utility Areas, or any part of the same, shall be erected, placed or allowed to remain in the area of any lot lying between the front building Setback Line as shown on the Plat and the edge of any street or avenue. Hedges, fences and walls which extend not more than four (4) feet above the surface of the ground and which do not violate other provisions contained in these covenants may be erected, placed or allowed in any area not hereinabove expressly prohibited, provided that such a fence, hedge or wall is constructed of such materials, design and location as shall be approved by the Architectural Committee.

2.9 Signs and Advertising. A maximum of two (2) "For Rent" or "For Sale" signs of any character shall be permitted to be temporarily displayed or placed upon any lot, which signs shall refer only to that particular premises on which displayed, shall not exceed two (2) square feet in size and shall not extend more than four feet above the surface of the ground and shall be fastened only to a stake in the ground. This provision does not prohibit a resident from displaying temporary non-offensive signs, including seasonal flags, political candidate signs and yard sale signs. The Architectural Committee may enter upon any lot and summarily remove and destroy any signs, at its sole discretion, which do not meet the provisions of this paragraph.

2.10 Construction Delays. Temporary buildings for uses incidental to construction work are permitted, which building shall be removed upon completion or abandonment of the construction work. The construction of any residence or structure once commenced must be fully completed within one (1) year thereon unless rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety (90) consecutive days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one year, are hereby declared nuisances which may be removed by the Association at the expense of the owner and shall be paid to the Association on demand.

2.11 Paved Driveways. Prior to completion of construction of any residence on any lot, the owner shall install at his expense a suitable paved driveway from the paved portion of the abutting street or avenue of a design, type of material and location approved by the Architectural Committee. All proposed driveways shall be specifically shown on a plat plan submitted to the Architectural Committee for approval.

2.12 Picnic Areas and Trash Burning. No picnic areas nor detached outbuildings shall be erected or permitted to remain on any lot prior to the commencement of construction of a permanent residence thereon. No trash, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of any lot after construction of a permanent residence thereon. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any lot except during construction of a permanent residence thereon. All contractors and/or lot owners shall be responsible for all trash and rubbish during the period of construction and shall see to it that the area surrounding the house shall be maintained in a neat manner.

2.13 Tents and Shacks. No shed, shack, trailer, tent or other temporary or movable building or structure of any nature or kind shall be erected, placed or permitted to remain on the Real Property; provided, however, that nothing contained herein shall prevent the use of a temporary construction shed during the period of actual construction of a dwelling or other building permitted hereunder nor the use of adequate sanitary toilet facilities for workmen during the period of such construction.

2.14 Temporary Occupancy and Temporary Buildings. No trailer, incomplete building, tent, shack, garage, or temporary buildings or structures of any kind, shall be used at any time for a residence. Temporary buildings, trailers or other structures used during the construction of exterior alterations approved by the Architectural Committee, interior remodeling, re-roofing or other work shall be removed immediately after the completion of contraction, and in no event shall any such buildings, trailer or other structures be maintained or kept on any property for a period in excess of one month without prior written approval of the architectural committee.

2.15 Fuel Tanks. Fuel storage tanks shall be buried below the surface of the ground. Every receptacle for ashes, garbage or rubbish shall be installed underground, or if installed above ground, shall be placed only in the utility area required by the terms of Paragraph 2.5 above.

2.16 Name and Number Plates. A plate or sign showing the number of the residence and the name of the occupants may be placed on any lot on which a building is located at the option of the property owner in accordance with the size, location, design and type of materials approved by the Architectural Committee.

2.17 Window Air Conditioning Units. No window air conditioning unit shall be installed on any side of any building which faces a street.

2.18 Television Antennae is hereby removed from the Declaration .

2.19 Animals. No animals, livestock or poultry shall be raised, bred or kept on any lot except that dogs, cats and household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and in conformity with city ordinances and other applicable laws and regulations. Dogs and cats shall be kept confined at all times and not allowed to roam so as to become a nuisance to the neighborhood or nearby property nor destructive of wildlife. City of Easley ordinances, Chapter 90, Section 90.01-90.09, specifically address the ownership responsibilities of dogs and cats, including care of the animals, leash laws and roaming, pickup of animal waste, noise (barking) nuisances, confinement and tethering, and various other requirements. All property owners are expected to strictly adhere to these ordinances. As provided for in the ordinances, both the City of Easley and the County of Pickens Animal Control Officer have jurisdiction for enforcement.

2.20 Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on any part of the Real Property, nor shall anything be permitted which may be or become a nuisance, a source of embarrassment, discomfort or annoyance to the neighborhood. All property shown on the Plat is hereby declared to be a wildlife sanctuary and any hunting of any wild birds or animals is hereby prohibited.

2.21 Concrete Blocks. No concrete blocks shall be used in the construction of any building or structure on any lot which may be visible from the exterior after grading has been completed, unless the design thereof has been approved by the Architectural Committee.

2.22 Easements. An easement is reserved over the rear and side lot lines five (5) feet in width on each lot for the installation, operation and maintenance of utilities and for drainage. Such easements across the lots as are shown on the recorded plat are also reserved. Each owner of any property subject to said easement shall keep swales located thereon planted with grass or other ground covers, free and unobstructed in a good state of repair and condition and shall provide for the installation of such culverts on his/her property as may be reasonably required for proper drainage.

The Association shall have the unrestricted and sole right and power of alienating, conveying and releasing the easements reserved under the terms of this paragraph. All such easements, including those designated on the plat, are and shall remain private easements and the sole and exclusive property of the Association, its successors and assigns, unless conveyed and/or alienated to third parties for the purpose of providing utility services. The side and rear lot line easements herein granted in the event any lot shall be resubdivided or replatted, as provided in 2.30 shall thereafter apply only to a lot as resubdivided or replatted instead of applying to the lot as originally platted, except that no resubdivision or replatting shall affect easements shown on the recorded plat.

2.23 Sewage Disposal. Sewage disposal shall be by connection to the public sewage system in compliance with the requirements and specifications of the South Carolina State Board of Health. Where connection to the public sewage system is not practical or feasible, a septic tank and drain field may be placed on a lot complying with the specifications and requirements of the South Carolina State Board of Health.

2.24 Wells. No wells may be drilled or maintained on any part of the Real Property without first obtaining the written consent of Architectural Committee. In no event shall any individual water supply system or well be permitted on any part of the Real Property except for use to supply water for air conditioning, heating, and irrigation purposes and swimming pools and other exterior use.

2.25 Motor Scooters and Go-Carts. No motorized off-road vehicles, such as ATV's, Three Wheelers, Four Wheelers, Dirt Bikes, motor scooters or go-carts, with the exception of Utility Task Vehicles (UTV) or Golf Carts, shall be operated on any portion of the Real Property or any street on which the Real Property fronts. There shall be no access to the subdivision across lots. Any access or roads into the subdivision shall be as per plat of subdivision only. There shall be no access from any lot as shown on the plats on the perimeter of the property thereon shown, except to and from designated streets and roads located exclusively within the boundary or perimeter lines of Smithfields subdivision as shown on the plats.

2.26 Rubbish Removal. The owner of each Lot, improved or unimproved, shall keep the same free of tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which Lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health and in a neat and attractive condition. In the event the owner of any Lot fails to comply with the terms of this paragraph, the Developer or agent of the Architectural Committee shall have the right (but not the obligation) to go upon such lot and to cut and remove tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable things and objects therefrom, and to do all other things and perform and furnish any labor necessary or desirable in its judgment to maintain the Lot in a neat and attractive condition, all at the expense of the owner of such Lot, which expense shall become payable by the owner to the Developer or agent of the Architectural Committee on demand.

2.27 Subdivision of Existing Lots. Numbered lots shall not be resubdivided nor shall said lot line be changed so as to decrease in either width or area any numbered lot as shown on said plat, unless approved by the Architectural Control Committee.

2.28 Landscaping. All lot owners shall maintain entire lots, including area along the front to streets, including banks, easements, etc. The Association shall landscape the area around subdivision signs at the entrances to the subdivision.

2.29 Unloading of Heavy Equipment; Damage to Streets and Curbs. No builder or property owner will unload heavy equipment on paved streets, and any builder or property owner damaging any of the streets or curbs in said subdivision will be responsible for such damage.

2.30 Boundary Pins. No property pins shall be removed by lot owner, builder, or landscaper, and if said pins are removed, it shall be the responsibility of said lot owner, builder, or landscaper to replace same.

2.31 Storage of Vehicles. Any camper, RV, boat, trailer, vehicle, or items not in frequent use placed upon any Lot by the Owner must be stored at all times and behind the closed doors of the garage attached to such Owner's residence.

2.32 Above-Ground Pools. No above-ground pool, temporary or permanent, shall be erected on a lot.

2.33 No Transient Rentals. No Owner shall be permitted to lease, rent, or otherwise operate his or her Unit for transient or hotel purposes, which shall include, but is not limited to, rental for any period less than thirty (30) days or any rental (even if the term is longer than thirty days) where the occupant of a Unit is provided customary hotel services such as room service for food and beverage, maid service, periodic furnishings of clean bed linens and towels, laundry service or bellboy services.

2.34 Neighbor-to-Nighbor Disputes. The Association shall not be obligated to take enforcement action when a dispute under the Declaration or rules and regulations is solely a dispute between neighbors involving an alleged nuisance or offensive behavior, not involving the Common Area and not involving a violation of the Association's architectural or maintenance standards. In any dispute between neighbors, Residents must first work in good faith with each other to resolve their differences before the complaining Owner reports an alleged violation of the governing documents to the Association. An Owner's complaint to the Association about a neighbor must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining Resident(s); and (d) provide the name, address, phone numbers, and email address of the complaining Resident(s).

ARTICLE III

3.1 Lakes and Golf Courses. Any lakes, golf courses, fairways, or areas not conveyed hereafter shall remain privately owned, and the sale and exclusive property of the Association, its successors, and assigns. No structure of any kind shall be erected, placed, or permitted to remain over, into or upon any portion thereof, unless placed thereon by the Association. Golf course access easement corridors, as shown on the aforesaid plats, are to be used by all property owners.

3.2 Entry for Retrieval of Golf Balls. The Association, its successors and assigns, reserves an easement for itself, its members, guests, invitees and licensees to enter upon any Real Property adjoining any golf course in the Recreational Area for the purpose of retrieving of wayward golf balls. This is not intended to permit playing of wayward golf balls from private lots or driving golf carts onto private property.

3.3 Trimmed Lines. The owner of the Real Property which adjoins or abuts the fairway, golf course, or lake connected therewith, shall keep his property trimmed, cut and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank or golf course and prevent erosion.

3.4 Dredging and Filling. No Real Property on said Plat shall be increased in size by filling in water on a lake on which such property abuts, nor shall any such Real Property be dug out or dredged so as to cause the water of the lake to protrude into such Real Property. No owner of Real Property adjoining a lake shall pump or otherwise remove water from said lake.

3.5 Rocks, Stones, Debris. No rocks or stones and no trash, garbage, sewer waste water, (other than surface water,) rubbish, debris, ashes or other refuse or debris shall be deposited on the fairways or golf course or lakes located thereon.

3.6 is hereby removed from the Declaration.

3.7 Riparian Rights. No owner of Real Property contiguous to a lake or stream shall have riparian rights with respect to such lake or stream or the land thereunder or the water therein, or acquire title to any land by accretion or reliction. The Association shall not be liable for damages to any owner of any Real Property fronting on any lake or stream caused by erosion, washing or other action of the water of any lake or stream.

3.8 Pollution. No Real Property shall be used in such a manner as would result in the pollution of any lake, stream or waterway that flows through or adjacent to such Real Property either by discharge therein of refuse, sewage or other material or by any action or conduct which might tend to pollute the waters of any such stream or lake or otherwise impair the ecological balance of the surrounding waters and land.

ARTICLE IV

APPROVAL OF PLANS AND SPECIFICATIONS

4.1 Architectural Committee. For the purposes of insuring the development of the Real Property as an area with an esthetic appearance, and except as excluded in Paragraph 4.7, no building, structure, fence, wall, utility area, driveway, swimming pool or other structural improvement, regardless of size or purpose whether attached to or detached from a main residence, shall be commenced, placed, erected or allowed to remain on any Lot, nor any additions to, or exterior changes in, or alterations thereto shall be made unless building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Real Property, together with such other information as shall be reasonably required by the Architectural Committee, shall have been submitted to and approved in writing by the Architectural Committee hereinafter established. Additionally, the Architectural Committee shall have all powers and authorities elsewhere conferred upon it under the terms and conditions of these Covenants.

4.2 Architectural Control Committee. There shall be an Architectural Control Committee composed of designated members appointed by the board annually for the express purpose of insuring compliance with the provisions of this Article. All plans and specifications showing location of buildings to be constructed upon lots in Smithfields Subdivision shall be submitted to the Architectural Control Committee which has the authority to approve or disapprove such plans and specifications. If no suit or letter to enjoin or prevent the construction has been commenced, then disapproval will be deemed waived and approval will be considered granted, as provided in 4.5.

4.3 Successors. The Architectural Committee as so designated each year shall succeed to all the rights, duties and powers as set out herein and exercised by the previous members of the Architectural Committee.

4.4 Standards of Disapproval. The Architectural Committee shall have the absolute and exclusive right to refuse to approve any building plan, specification, materials, design, lot grading or landscaping plan of any thing or structure which in the opinion of the Architectural Committee are not suitable or desirable for any reason whatsoever, including purely esthetic reasons and reasons connected with the future development plans of the Association of contiguous lands. In passing upon such matters the Architectural Committee may take into consideration the suitability of proposed materials, the quality of proposed workmanship, harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties; provided however, that it shall not be necessary to obtain the approval of the Architectural Committee for any structure which is to be erected and maintained wholly within and obscured by a Utility Area as hereinabove required. To authorize or disapprove the plans hereinabove set forth or any other powers enumerated in the Architectural Committee, there shall be required a vote of any three committee members, except as set forth in Section 4.7.

4.5 Failure to Approve or Disapprove. In the event that the Architectural Committee fails to approve or disapprove any matters within the scope of its authority within thirty (30) days after same have been submitted to it, or in any event, if no suit to enjoin such matter or thing has been commenced prior to completion or the doing of such matter or thing, such prior approval shall not be required and this Covenant shall be deemed to have been fully complied with and no suit or claim shall thereafter be available to the Architectural Committee or to the owner of any Real Property.

4.6 Application Time. Applications for approval as required hereon shall be made to the Architectural Committee or to any member thereof, which shall be the time for the running of said thirty (30) days from the date of submission.

4.7 Architectural Committee. The Architectural Committee hereinabove constituted under the terms of Article IV is hereby authorized and fully empowered by unanimous vote of all of its members to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon the Real Property, or in the use, and failure to use, any of the Real Property the subject hereof, any and all minor violations of any of the requirements set forth in these Covenants, if, in the opinion of all of the members of said Architectural Committee, the same shall be necessary to prevent undue hardships because of special circumstances attendant to the Real Property involved and if in the opinion of the members of such Committee, such violation or violations will cause no substantial injury to any other property owner. The waiver, approval or ratification by the Architectural Committee in accordance with terms of this paragraph shall be binding upon all persons, and the powers of waiver herein conferred upon the Architectural Committee shall be construed liberally so as to affect any matters or things included within the terms and conditions of these Covenants.

ARTICLE V

AMENDMENTS AND MODIFICATIONS TO COVENANTS

5.1 Reservation. The Association reserves and shall have the right to amend these Declaration of Covenants and Restrictions, in addition to the Bylaws, for the purpose of resolving any ambiguity in, or any inconsistency between, the provisions contained herein, and to make any additional covenants and restrictions applicable to the Real Property which do not substantially alter or change the standards of the covenants and restrictions herein contained.

5.2 Additional Covenants. No property owner, without the prior written approval of the Association, may impose additional covenants, restrictions on any part of the Real Property shown on the Plat of Smithfields.

5.3 Enforcement. If the Association or its successors, heirs and assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any person owning any Real Property situated in Smithfields as shown on the Plat to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from so doing, or to recover damages and other dues for such violation. In validation for any one or more of these covenants by a judgment or Court Order shall in no wise effect any of the other provisions which shall remain in full force and effect.

5.4 Loan Requirements. If any of these covenants shall be found to be contrary to the recommendations or policies of the Federal Housing Administration, the Veterans Administration or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any Lot in said subdivision unacceptable for any such loan, the Association shall have the authority to alter, amend or annul any such Covenants as may be necessary to make any of the Real Property herein acceptable, and eligible for such loan.

ARTICLE VI
ASSESSMENTS

6.1 All numbered lots on the recorded plat of Smithfields Subdivision shall be subject to an annual charge or assessment which shall be hereby established at an initial rate of \$85 per year, based upon a calendar year. The first full annual assessment in the amount of \$85 shall be due and payable in advance on the August 1 next following the date of closing of or purchase of a lot in such subdivision and thereafter shall be due and payable in advance on each and every succeeding August 1. When a grantee of a lot in the subdivision takes title to a lot in the subdivision such Grantee shall pay unto the Association a proportional share of the annual assessment then in effect for that calendar year to be calculated from the date of closing of such sale to the end of such calendar year, such amount to be due and collected at such closing.

6.2 The initial annual assessment established herein shall remain effective in such amount for a period of one (1) year after the date this instrument is executed. Thereafter, the annual assessment amount shall remain the same until it is increased, decreased or discontinued, as from time to time may be determined by the Association.

6.3 Assessments found necessary to carry out the purposes of the covenants by the Association and may be used for the functions hereinafter set for, including, but not limited to:

- (a) For the payment of the necessary expenses for the operation of said Association; and,
- (b) For Maintenance and repair of entrances and common areas; and
- (c) For caring for vacant and unattended land, if any, within the subdivision removing grass and weeds therefrom and doing any other thing necessary and desirable in the opinion of the Officers of the Association, for keeping such property neat and in good order for the general benefit of the property owners in said subdivision; and
- (d) For any expense incident to the enforcement of these protective covenants and restrictions; and
- (e) For improving, cleaning and maintaining the common areas in the subdivision including, but not limited to, all trees, shrubs and other landscaping.
- (f) For such other purposes as in the opinion of the Officers of the Association, that may be necessary for the general benefit of the property owners in the subdivision.

6.4 The annual assessments referred to hereinabove shall constitute a lien upon all lots or proportion of lots owned in the subdivision. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the legal rate of interest provided by the Statute of Laws of the State of South Carolina on Judgments. The acceptance hereafter of a deed by a Grantee to a lot in the subdivision shall be construed to be a covenant by the Grantee to abide by the provisions hereof and to pay said assessments, which assessments shall run with the land and be binding upon said Grantee, the Grantee's successors, heirs and assigns, forever. No person or entity may waive or otherwise escape liability for such assessments hereunder by virtue of alleged non-use of the common areas and facilities of the Association or abandonment of property in the subdivision.

6.5 The Association shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by this instrument. In the event of non-payment of any assessment as set forth herein by any lot owner in the subdivision the Association may bring an action at law for judgment against the owner of such lot personally obligated to pay the same and/or foreclose a lien against such lot in the same manner that a real estate mortgage is foreclosed, and interest, costs and reasonable attorney's fees shall be added to the amount of such assessment to be collected from such lot owner. The lien of the Association against a lot in the subdivision must be established by, and shall be effective from the time of filing of a Notice of Lis Pendens in the Register of Deeds office for Pickens County. Failure by the Association, or any lot owner, to enforce any covenant or restriction or lien herein contained shall in no event be deemed a waiver of the right to do so.

6.6 The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or lien of any laborers, contractors, or materialmen furnishing labor and material in connection with the construction of improvements located on any lot in the subdivision, unless prior to the filing thereof a Notice for Lis Pendens has been filed by the Association for foreclosure due to non-payment of such assessments. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to foreclosure of a mortgage or materialmen's or mechanic's lien or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payment which became due prior to

such sale or transfer unless prior to commencement of said action a Notice of Lis Pendens had been filed by the Association to enforce the collection of any assessment charges that shall become payable after the acquisition of title by any subsequent bonafide purchaser for value.

ARTICLE VII

DEFINITIONS

The following words when used in these Covenants or in any Supplemental Declaration shall have the following meaning unless the context in which such terms are used shall clearly indicate to the contrary, to-wit:

7.1 Real Property. "Real Property" shall refer to such existing land, tenements, real estate, real properties, and future additions thereto, if any, the subject of these covenants, as shown on the aforesaid plats.

7.2 Developer. The term "Developer" shall mean and refer to Smithfields Development Corporation, the present owner and developer of Smithfields as shown on the aforesaid plats, or any successor in interest to said corporation in the development of the Real Property, exclusive of the Multi-Family Area.

7.3 Architectural Committee. The term "Architectural Committee" shall mean and refer to the Committee established under the terms of Article IV.

7.4 Covenants. The term "Covenants" shall mean and refer to the within Declaration of Covenants and Restrictions applicable to Smithfields, as shown on the aforesaid plats as now or hereafter amended, modified, and extended to include additional properties.

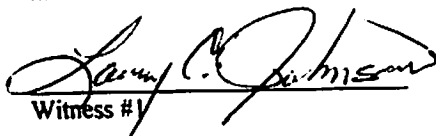
7.5 Association. The term "Association" shall mean and refer to Smithfields Homeowners' Association and its successors and assigns.

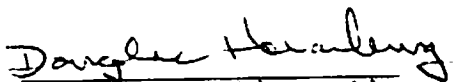
7.6 Bylaws. The term "Bylaws" shall mean and refer to the Bylaws of The Smithfields Homeowners' Association, as amended from time to time as therein provided.

IN WITNESS WHEREOF, The Smithfields Homeowners' Association has executed this Amendment of the Protective Covenants for the Smithfields Subdivision the 17 day of December, 2018.

Signed, Sealed and Delivered
In the Presence Of:

SMITHFIELDS HOMEOWNERS
ASSOCIATION


Witness #1

By: 
Douglas Horahburg
(Print Name)


Witness #2/Notary

President
(Title)


STATE OF SOUTH CAROLINA)
)
COUNTY OF PICKENS)

PROBATE

Personally appeared before me the undersigned and made oath that s(he) saw the within-named DOUGLAS HORNBURG sign, seal and as its act and deed, deliver the written interment for the uses and purposes therein mentioned, and that (s)he and the other witnesses witnessed the execution thereof.


Witness

Sworn to me this 11th
day of December, 2018


Notary Public for South Carolina
My Commission Expires: 11/28/2021