

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

PROTECTIVE COVENANTS
HIDDEN FALLS SUBDIVISION

WHEREAS, Hidden Falls, Inc. is the owner of Hidden Falls Subdivision as shown on a plat prepared by Hu-South Surveying, Earl B. O'Brien, Registered Land Surveyor No. 10755, dated the 5th day of December, 1998, which is of record in the Office of the Clerk of Court for Anderson County, South Carolina, in slide 970 at Page 243

WHEREAS, Lots 1 through 23, inclusive, as shown on the above mentioned plat, known as Hidden Falls Subdivision, Section 1, were intended for development for residential purposes only.

WHEREAS, it is the desire and intent of the undersigned to sell the above referenced real estate and enforce upon it certain mutual beneficial restrictions, conditions, easements, covenants and agreements and charges under a general plan or scheme of improvement for the benefit of all said lots:

NOW, THEREFORE, in consideration of the foregoing and the benefits accruing to the present and future owners of the land shown upon said plat, the undersigned do hereby impose the following Protective Covenants, all of which are declared to be in furtherance of a plan for the subdivision,

improvement and sale of real property and every part thereof, and all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described property, or any part thereof, and all of which shall be applicable to the entire tract as shown on the aforesaid plat known as Hidden Falls Subdivision.

Section I.

ARTICLE I

DEFINITIONS

SECTION 1.1 ASSOCIATION shall mean and refer to HIDDEN FALLS PROPERTY OWNER'S ASSOCIATION, INC., a non-profit corporation.

SECTION 1.2 OWNER shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties referred to herein, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

SECTION 1.3 PROPERTIES shall mean and refer to the real property comprising the property within the development known as Hidden Falls.

SECTION 1.4 COMMON AREAS shall mean all right-of-ways and beautification areas in Hidden Falls Subdivision.

SECTION 1.5 COMMON EXPENSES shall mean and include: (a) all sums lawfully assessed against the lot owners by the Association; (b) expenses of administration, operation, maintenance, repair, and replacement of the Common Areas and facilities, including street lighting, water and electric charges, landscaping; (c) expenses agreed upon as common expenses by the Association; (d) liability and/or other insurance premiums as required by the Association.

SECTION 1.6 LOT shall mean and refer to any numbered plot of land shown upon the plat of Hidden Falls.

SECTION 1.7 DECLARANT shall mean and refer to HIDDEN FALLS, INC., its successors and assigns.

SECTION 1.8 DWELLING UNIT shall mean and refer to a building situated upon a lot and intended for use and occupancy as a residence.

SECTION 1.9 MEMBER shall mean and refer to any person or entity who holds membership with voting rights in the Association, which membership shall be derived from ownership of any lot within Hidden Falls.

SECTION 1.10 BOARD shall mean and refer to a Board of Directors duly elected by the Association.

SECTION 1.11 ARCHITECTURAL CONTROL COMMITTEE shall mean and refer to a committee to protect the investment and enjoyment of owners by interpreting and enforcing the Protective Covenants of Article VI. The Declarant shall serve as the Architectural Control Committee until ninety per cent (90%) or more of the lots as shown on aforementioned plat are sold. At such time, successors will be duly appointed by the Board.

SECTION 1.12 BY-LAWS shall mean and refer to the By-Laws and Rules governing the operation of the Association. Such By-Laws will be formed at inception of HIDDEN FALLS PROPERTY OWNER'S ASSOCIATION, INC.

ARTICLE II

PROPERTY RIGHTS

OWNER'S EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title of every lot, subject to the following provisions:

A. Declarant may at any time transfer title of roadways to Anderson County or any other governmental authority. At such time, roadways will be allowed public access in accordance with governing regulations.

B. The right of the Association to impose regulations for the use and enjoyment of the Common Areas and improvements thereon.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION 3.1 Every owner of a lot shall be a member of the Association. The Association shall have one (1) class of voting membership.

A. CLASS A: Class A members shall be all owners, who shall be entitled to one (1) vote for each lot owned. When more than one person holds and interest in any lot, all such persons shall be members; the vote for such lot shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. Voting of fractional interests shall not be allowed.

SECTION 3.2 Voting privileges shall be suspended for any member having unpaid assessments (annual or special) in arrears in excess of thirty (30) days.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

The Declarant hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements. Any unpaid assessments or charges shall become a lien against the property and shall run with the land.

SECTION 4.2 PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used

exclusively to promote the recreation, health, safety and welfare of the residents of the properties.

SECTION 4.3 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special applicable to that year only for the purpose of defraying, in whole or in part, the cost of any repair or replacement, construction or reconstruction of a capital improvement upon the Common Areas, including fixtures and property related thereto, provided that such assessment shall have the assent of two-thirds (2/3) of the vote of Class A members who are voting in person or by proxy at a meeting duly called for this purpose. Due dates for payment of such assessments shall be established by the Association.

SECTION 4.4 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4.3

Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, a majority of the members eligible to vote shall constitute a quorum.

SECTION 4.5 UNIFORM RATE OF ASSESSMENT

Both annual and special assessments must be fixed at a uniform rate for all lots.

SECTION 4.6 ANNUAL ASSESSMENTS

The first annual assessment shall be due within the first thirty (30) days upon formation of the Hidden Falls Property Owners Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent annual assessments against each lot shall be established by the majority vote of the Board. At least thirty (30) days in advance of each annual assessment, the Association shall send written notice of each assessment to every owner subject thereto.

SECTION 4.7 REVISED ANNUAL ASSESSMENT

If at any time during the course of any fiscal year, the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and thereafter monthly assessments shall be determined and paid on the basis of such revision.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION 5.1 ARCHITECTURAL COMMITTEE: No building, fence, wall or other structure shall be commenced upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the same shall have been submitted to and approved in writing by and Architectural Committee. The Declarant shall serve in this capacity until ninety per cent (90%) or more of the lots are sold. Subsequently, three (3) or more representatives will be appointed by the Board. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Association, its Board, Committees, agents or employees shall not be responsible for building code compliance of plans or construction. Any adverse decision may be appealed by the aggrieved party to the Association at a special meeting called for this purpose. Upon receiving approval of plans and specifications, construction shall be in conformity with such plans as have been previously approved by the said Committee. The Association shall be entitled to stop any construction which is in violation of these restrictions.

ARTICLE VI

PROTECTIVE COVENANTS

SECTION 6.1 RESIDENTIAL USE. All lots shall be used, improved and devoted exclusively for residential use. No buildings shall be erected, altered, placed or permitted to

remain on any lot other than one single-family dwelling which shall include an attached garage designed to accommodate at least two (2) cars and not to exceed three (3) stories in height above the highest natural ground elevation existing under the foundation of same and not including more than one underground, one-story basement or crawl space, unless the same shall be approved in advance by the Architectural Committee provided for herein.

SECTION 6.2 BUILDING SIZE AND REQUIREMENTS. In the case of a one-story residence, the main floor shall contain not less than two thousand seven hundred (2,700) square feet of heated, finished living area. In the case of 1-1/2 or 2-story dwellings, the dwelling shall contain not less than two thousand seven hundred (2,700) square feet of heated, finished living area with a minimum of eighteen hundred (1,800) square feet thereof on the first or main floor. For the purpose of this restriction, split-level and split-foyer homes shall be considered one-story residences. Heated, finished living space excludes basements (whether daylight or underground), porches, breeza-ways, garages, patios, and greenhouses.

SECTION 6.3 DRIVEWAYS AND PARKING AREAS. All driveways and parking areas must be paved with asphalt, concrete or other paving materials approved in advance by the Architectural Committee and shall be completed at occupancy of the dwelling or within Thirty (30) days thereafter.

SECTION 6.4 NUISANCES. No noxious or offensive activities shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This restriction shall be subject to enforcement and regulation by Association.

SECTION 6.5 RESTRICTION ON FURTHER SUBDIVISION. No lot shall be further subdivided or separated into smaller lots by an owner and no portion less than all of any such lot nor an easement or other interest less than the entire fee therein shall be conveyed or transferred by an owner, except as authorized by the Architectural Committee or as may be required due to the exercise by a governmental body of the power of eminent domain, however Hidden Falls Inc., expressly reserves to itself the right to replot any one or more lots shown on the plat of said subdivision.

SECTION 6.6 ANIMALS. Subject to limitations as may from time to time be set by the Association, generally

recognized house or yard pets, in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under control of their owner when they are outside the occupant's premises and must not become a nuisance to other residents at any time. No dog runs shall be permitted.

SECTION 6.7 PARKING. No parking of unlicensed, uninspected, or non-operable vehicles shall be allowed outside a dwelling unit. Except for emergency repairs, no person shall repair or restore any vehicle, boat, trailer, or recreational vehicle upon any portion of the properties outside a dwelling unit or garage. The Board shall have the right and authority to formulate rules governing the size and weight of vehicles which may be driven, parked, or stored within Hidden Falls. No vehicle may be stored outside a dwelling unit or approved structure except such vehicles as are for the property owner's personal use. These vehicles shall be parked no closer than fifty (50) feet to the road and in such a manner as not to be an eyesore or nuisance to other owners. No vehicles shall be allowed to be parked within the streets, roadways, common areas, or the rights of ways in Hidden Falls.

SECTION 6.8 MOTOR VEHICLES. All motor vehicles shall be maintained in proper operating condition as not to be a nuisance by noise, exhaust emissions or otherwise.

SECTION 6.9 OUTSIDE ANTENNAE. No outside radio or television antennae or satellite dishes shall be erected on any lot within the properties, except as approved in writing by the Architectural Committee.

SECTION 6.10 CLOTHES LINES. No outside clothes lines shall be permitted.

SECTION 6.11 TRASH RECEPTACLES. Storage, collection and disposal of trash shall be in compliance with rules set by the Association.

SECTION 6.12 TRASH BURNING. Trash, brush, leaves and other similar materials shall not be burned within Hidden Falls without approval of the Board and after obtaining applicable permits.

SECTION 6.13 SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one sign of

not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period and except as required by governmental agencies. Nothing in this paragraph shall be construed to prevent Declarant from erecting entrance display signs or signs designed to designate areas within a subdivision.

SECTION 6.14 EXTERIOR FINISHES. Concrete blocks may not be exposed to the exterior unless plastered or stuccoed. Unpainted sheet metal may not be exposed to the exterior. All roof stacks and vents shall conform in color to the roofing material used. Exterior vinyl shall be allowed only in gabled areas. All building plans must be approved by the Architectural Committee.

SECTION 6.15 TEMPORARY STRUCTURES. No structure of a temporary character, including trailer, mobile homes, tents or shacks shall be placed upon any portion of Hidden Falls at any time: provided, however that this shall not apply to shelters used by contractors during construction. Out buildings or partially completed dwellings shall not at any time be used as residences.

SECTION 6.16 SETBACK. No building shall be located on any lot nearer than fifty (50) feet from the front or back property line. No building shall be located on any lot nearer than ten (10) feet from any side lot line. Provided, however, anyone who purchases two (2) contiguous lots and wishes to erect a dwelling thereon shall specifically have the right to build said dwelling on the common lot line between the two (2) said contiguous lots: however, this shall in no way waive the requirements contained herein concerning rear and side lot lines with respect to said two (2) contiguous lots. "Front Lot Line", as referred to herein, is that part of the lot which faces a paved road, located in Hidden Falls.

For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The Architectural Committee reserves the right to waive unintentional violations of the setback requirements and grant variances in case of minor violations of minimum building size or location as set forth in Section 6.2 and Section 6.16.

SECTION 6.17 TRADE OR BUSINESS. No trade or business shall be carried on upon any lot or tract, but this restriction shall not prohibit a home office.

SECTION 6.18 LIVESTOCK. No livestock or poultry may be kept on the property. Horses shall be permitted on tracts 6-10 and 13-22 under the following provisions:

- A. Tract size to be at least five (5) acres (total size)
- B. At least one (1) acre to be used for dwelling site.
- C. No more than one (1) horse per two and one-half (2-1/2) acres (less and excepting one (1) acre homestead.)
- D. Front line setback of one hundred-fifty (150) ft. for fencing of horses (Non-fenced area to be allocated toward one (1) acre for homestead.)
- E. Contiguous tracts must be on same side of roadways in Hidden Falls (to include tracts 19 and 20)
- F. No commercial breeding.
- G. Fencing and outbuildings to be approved by Architectural Committee.

SECTION 6.19 SEWAGE. Every dwelling unit shall have permanent plumbing, running water and a permanent sewage disposal system approved by the appropriate county or state agency. No temporary plumbing, water or sewage systems shall be allowed.

SECTION 6.20 STORAGE TANKS. Fuel, gas, oil or water storage receptacles may not be exposed to view and must be installed either within the dwelling unit, buried underground, or screened with an enclosure approved by the Architectural Committee.

SECTION 6.21 FENCES. Any fencing of a decorative or utility nature must be approved in writing by the Architectural Committee.

SECTION 6.22 PLAYGROUNDS, ETC. All play or sports equipment, vegetable garden and swimming pools shall be located only on the rear yard and shall not constitute an eyesore or nuisance to adjoining properties. All swimming pools and all other pools must be approved in writing by the Architectural Committee prior to beginning construction.

SECTION 6.23 MAILBOXES. All mailboxes to be approved by the Architectural Committee.

SECTION 6.24 DAMAGE TO COMMON AREAS. The Owner shall be responsible for any damage to common areas by any party related to the construction or maintenance of his dwelling or lot. The Owner shall cause to be deposited with the Association the sum of Seven Hundred Fifty Dollars (\$750.00) to be applied to the cost of cleaning or repairing damage, including, but not limited to concrete curb and gutter and asphalt. Any unused portion will be returned upon completion of construction and repair of any damage and/or cleanup as provided herein if any. This provision in no way limits liability for damage to Seven Hundred Fifty Dollars (\$750.00). Absent an agreement by the Board, damages in excess of Seven Hundred Fifty Dollars (\$750.00) must be paid before occupancy shall be allowed. Any unpaid assessed damages shall constitute a lien upon such owner's property as provided in Article IV hereof.

SECTION 6.25 COMPLETION OF CONSTRUCTION. Once begun, construction of a dwelling shall be completed within one year. A dwelling shall not be occupied until completed. A dwelling shall be complete upon final inspection and approval by the applicable government authority. In the absence of such authority, the Architectural Control Committee shall give final approval for occupancy.

SECTION 6.26 MAINTENANCE OF LOTS. All lots and parcels whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees, to do so, the cost of which shall be assessed to the owner and become a lien upon said lot and shall be enforceable by the Association. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed.

SECTION 6.27 RECREATIONAL VEHICLES. Minibikes, dune buggies, go-carts, all certain vehicles, motorized bikes or similar recreational vehicles may only be operated within the bounds of an owner's lot in Hidden Falls.

SECTION 6.28 BASEMENTS. The Developer reserves unto itself, its successors and assigns, the following easements over each lot or parcel in the right to ingress and egress to the extent reasonably necessary to exercise such successors and/or assigns:

(a) Utilities: A twenty (20) foot easement on all front tract lines for the installation of water lines, power lines and any other utility which may be placed on the property. A twenty (20) foot easement on all side tract lines ten (10) feet from each side of the line, which such reserved easements shall be for the installation, maintenance and operation of utilities, including television transmission cables, and the accessory right to locate guy wires, braces, or anchors, or to cut, trim, or remove trees, and plantings, wherever necessary upon such lots or parcels in connection with such installation, maintenance and operation.

(b) Any other easements as shown on the above mentioned plat including but not limited to the road right of way.

(c) Use and Maintenance by Owners. The areas of any lots or parcels affected by these easements reserved herein shall be maintained continuously by the owner of such lots, or their successors in interest, and no structures, plantings, or other materials all be placed or be permitted to remain upon said easements or any other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth. Improvements within such areas shall be maintained by the owner except where which a public authority or utility company is responsible therefore.

(d) Liability for Use of Easements. No owner shall have any claim or cause of action against Developer, its successor, or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any plat except in case of willful or wanton conduct or negligence of the Developer, or its successors, or its licensees in exercising or not exercising its right in such easements. Developer reserves unto itself the right to convey the easements here in above set forth to Bell South Telephone Company, Duke Power Company, Hammond Water Company, Fort Mill Natural Gas, and any other public utility company for the installation of power lines, for the installation of telephone lines, and unto any cablevision company for the installation of lines used for reception of cable television. Developer further reserves the right to convey any and all drainage easements and road right-of-ways to Anderson County. Developer also reserves unto itself and for all other lot owners the right to use any

and all road, drainage, and utility easements for the installation of water lines.

SECTION 6.29 ACCESSORY OUT-BUILDINGS.

A. No accessory out-buildings shall be constructed without the proper approval of the Architectural Control Committee after submission of detailed information as to proposed location and design.

B. No accessory out-buildings shall be erected on any lot or parcel prior to the erection thereon of dwelling unless approved in writing by the Architectural Control Committee. In no event shall any such accessory out-building, partially completed or temporary structure, ever be used for human occupancy or habitation.

SECTION 6.30 QUARRYING OR MINING OPERATIONS.
Quarrying or mining operations of any kind shall be prohibited on any lot.

SECTION 6.31 PROHIBITION AGAINST USED STRUCTURES.
Without the approval of the Architectural Committee, no used buildings or structures, or materials intended for use as a dwelling, shall be placed on any lot.

ARTICLE VII

CONVEYANCE OF COMMON AREA TO THE ASSOCIATION

SECTION 7.1 TITLE TO COMMON AREA. Declarant will convey to the Association all of the Common Areas as shown on the Plat of Hidden Falls at the conveyance of the first lot or when the roads are paved by the Declarant.

SECTION 7.2 RIGHTS OF WAY AND EASEMENTS RETAINED.
Any conveyance by the Declarant to the Property Owner's Association of the Common Areas as set forth in Section 1 of the Articles shall be made subject to the following:

A. Rights of way for ingress, egress and regress over and upon those certain roads located on the recorded plats for Hidden Falls.

B. Easements and rights of way for the purpose of

connecting water, gas, electric, telephone, and other utility lines running across the property of Hidden Falls.

SECTION 7.1 ENCUMBRANCES. The Declarant agrees that, in connection with conveyance of Common Areas as above referred to, such conveyances to the Property owners' Association shall be free and clear of all liens and financial encumbrances, except easements and rights of way of record.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.1 DURATION. The covenants and restrictions contained in this Declaration shall run with and bind the properties which are made subject hereto for a period of twenty (20) years from the date this Declaration is recorded in the Office of the Clerk of Court for Anderson County, South Carolina after which time, such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless amended by vote of seventy-five (75%) percent of members.

SECTION 8.2 AMENDMENT. This Declaration may be amended at any time by an instrument executed by the holders of seventy-five (75%) percent of the votes described in Article III hereof. The Declarant may amend this Declaration at any time to correct any obvious error or inconsistency in drafting, typing or reproduction without action or consent of the Association and such amendment shall be certified as an official act of the Board of the Association and recorded in the Office of the Clerk of Court for Anderson County, South Carolina.

SECTION 8.3 ENFORCEMENT. The Association, any owner, or the Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure to enforce any covenant shall not constitute a waiver of the right to do so thereafter.

SECTION 8.4 SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision of this Declaration, which shall remain in full force and effect.

SECTION 8.5 CONSTRUCTION. This Declaration shall be constructed and controlled by and under the laws of the State of South Carolina.

ARTICLE IX

POND AREA

SECTION 9.1 POND AREA. Lots 2,3,21 & 22- As shown on the above referenced Subdivision Plat, Lots 2,3,21 & 22 each contain within their boundaries a portion of a pond situate within the subdivision. By acceptance of a deed to Lots 2,3,21 & 22 of Hidden Falls Subdivision, each Grantee thereto agrees that all owners of Lots 2,3,21 & 22 shall have a perpetual easement over the total area covered by the waters of said pond. Said easement shall be for the joint use of the pond area for boating and other recreational activities. It is further understood and agreed by all owners of lots within Hidden Falls Subdivision that the pond area is the private and exclusive property of those owners of Lots 2,3,21 & 22. By acceptance of a deed to Lots 2,3,21 & 22 the owners thereof further agree that they shall bear equally all responsibility and costs for the care and maintenance of said lake, and specifically the dam area of said lake, and shall assume all liability for its upkeep and for any personal injury or property damage resulting from the use thereof. It is further agreed that the easement granted herein, and the burdens and responsibilities imposed herein, shall be binding on any Grantee of Lots 2,3,21 & 22, their heirs and assigns.

IN WITNESS WHEREOF. Declarant has caused this instrument to be executed by its duly authorized agent this 5th day of January 1999.

HIDDEN FALLS, INC.

By: [Signature]
Its: President

In the presence of :
[Signature]
[Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON) PROBATE

PERSONALLY appeared before me the undersigned witness, and made oath that () he saw the within named Hidden Falls, Inc. by and through its duly authorized officer/agent, sign seal and as its act and deed, deliver the within instrument for the uses and purposes mentioned therein, and () he with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this 24 day of January 1999.

[Signature]
Notary Public for South Carolina

My Commission expires: 3-16-2018

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01/06/1999 02:10
DEPT. OF REVENUE
REGISTERED.00 DE. 10010.00
CO. 10010.00 Page: 16
REGISTER OF DEEDS, ANDERSON CO.
Shirley McHammon,
Register of Deeds.

STATE OF SOUTH CAROLINA) FIRST AMENDMENT TO PROTECTIVE
COUNTY OF ANDERSON) COVENANTS FOR HIDDEN FALLS
SUBDIVISION OF RECORD IN THE
OFFICE OF THE REGISTER OF DEEDS
FOR ANDERSON COUNTY, SC IN BOOK
3215 AT PAGE 108

WHEREAS, Hidden Falls, Inc. is the Developer of a subdivision known as Hidden Falls Subdivision as shown on a survey of record in the office of the Register of Deeds for Anderson County, South Carolina in Slide 970 at page 2 and 3; and,

WHEREAS, Hidden Falls Subdivision is subject to certain Protective Covenants of record in the office of the Register of Deeds for Anderson County, South Carolina in Book 3215 at page 108; and

WHEREAS, Section 8.2 of said Protective Covenants provide that the same may be modified by a seventy five percent vote of the lot owners in said subdivision, each lot being entitled to one vote, and further provided in said section that Hidden Falls, Inc., as Developer and Declarant in said restrictions, may at any time amend said covenants to correct any obvious error or inconsistency in the drafting thereof; and

WHEREAS, it has come to the attention of Developer/Declarant that there may exist an ambiguity in the restrictions pertaining to the parking of boats and special vehicles within the subdivision, and Developer/Declarant as owner of seventy five percent of the lots in said subdivision, and further pursuant to the other provisions of Section 8.2 of said restrictions, hereby wishes to amend Section 6.7 of said restrictions to formulate rules governing the parking of boats within said subdivision.

NOW, THEREFORE, in consideration of the above, and in further consideration of the mutual benefits flowing to the lot owners of Hidden Falls Subdivision, Section 6.7 of the protective covenants of Hidden Falls Subdivision of record in the aforesaid Register's office in Book 3215 at page 108 is amended in its entirety to read as follows:


SECTION 6.7 PARKING. No parking of unlicensed, uninspected, or non-operable vehicles shall be allowed outside a dwelling unit. Except for emergency repairs, no person shall repair or restore any vehicle, boat, trailer, or recreational vehicle upon any portion of the properties outside a dwelling unit or garage. The Board shall have the right and authority to formulate rules governing the size and weight of vehicles which may be driven, parked or stored within Hidden Falls. No vehicle may be stored outside a dwelling unit or approved structure except such vehicles as are for the property owner's personal use. These vehicles shall be parked no closer than fifty (50) feet to the road and in such a manner as not to be an eyesore or nuisance to

the other owners. No vehicle shall be allowed to be parked within the streets, roadways, common areas, or the rights of ways in Hidden Falls. Any and all boats, of any size, and special vehicles, stored on any lot in Hidden Falls Subdivision, shall be stored in an enclosed garage with garage door so as not to be readily visible from the streets within said subdivision. Special vehicles shall be defined as any recreational vehicle motorcycle, camper, camper top, motor home, 4 wheeler.

Developer/Declarant hereby affirms all provisions of the Restrictions of record in the aforesaid Register's office in Book 3215 at Page 108 not herein amended in their entirety.

IN WITNESS WHEREOF, the undersigned have caused their Hands and Seals to be affixed hereto this 17 day of August, 2001.

Witnessed:



Betty B. Kinley

Hidden Falls, Inc.

By: 

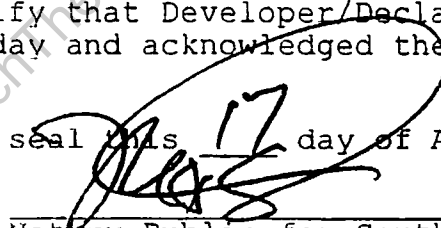
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for the State of South Carolina, do hereby certify that Developer/Declarant personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 17 day of August, 2001.



Notary Public for South Carolina
My Commission Expires: 5/1/02