

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
TROLLINGWOOD SUBDIVISION, PHASE 2

WHEREAS TROLLINGWOOD INVESTMENT GROUP, LLC, "Declarant," is owner of property shown as TROLLINGWOOD, PHASE 2 as shown on plat of TROLLINGWOOD PHASE 2 SHEET 1 OF 2 AND SHEET 2 OF 2, recorded in the ROD of Greenville County in plat book 1356 page 13 and page 14, desires to subject said real property to certain Covenants, conditions and Restrictions:

NOW THEREFORE, Declarant hereby imposes upon the said real property those certain PROTECTIVE COVENANTS heretofore recorded in the ROD of Greenville County in deed book 906 page 400, as those covenants are modified herein. In the event of conflict between those PROTECTIVE COVENANTS and the terms hereof, the provisions of this document shall control.

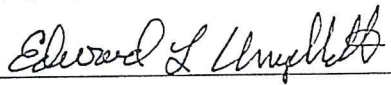
FURTHER, Declarant declares that the provisions of those PROTECTIVE COVENANTS referred to above, as applied to TROLLINGWOOD PHASE 2 shall be modified as follows:

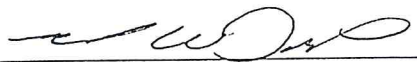
1. Minimum heated square footage, in the case of a single story structure, shall be 1800 square feet. In the instance of a two story structure the minimum heated square footage of the first floor shall be 1500 square feet of heated space and the total heated square footage shall be no less than 1800 square feet of heated space.
2. The residence shall have a minimum 2 car garage, which may be front, side or back loading and may be attached or free standing.
3. Roof Pitch of a structure shall be no less than 8/12.
4. Exterior finish of structures shall be either brick, cement plank, stucco, stone or a combination thereof.
5. Roof composition shall be either architectural shingles, standing seam metal, slate or wood shake.
6. All driveways shall be concrete.
7. Foundations of all structures shall be either crawl space, slab or basement. All foundations shall have brick or stucco finish.
8. DECLARANT shall solely perform all duties and functions of the architectural committee until such time as it has relinquished its duties.
9. Minimum lot size shall be one (1.0) acre.
10. These covenants shall be applicable for an initial period of twenty (20) years. At the expiration of the initial 20 year period these covenants shall automatically renew for successive period of ten (10) unless the majority of the owners in Phase 2 execute and record a document repealing these covenants prior to the expiration of the initial 20 years, or any ten year extension thereof. Said repeal shall be effective as of the end of the initial twenty (20) year period, or a ten (10) year extension, in which the repealing document shall be recorded.


11. Owners in Trollingwood Subdivision, Phase 2 have no access to the lake and no use thereof.
12. The property designated on the above referenced plat as open space shall be subject to an open space easement to be recorded in the ROD of Greenville County, SC which shall be granted to TROLLINGWOOD II HOA, INC. The trees and other natural amenities shall be protected. During the development phases the removal of trees and natural vegetation shall be permitted for the purpose of utility crossing easements, passive recreational uses and drainageways. Neither the developer, property owners or other subsequent contractors or builders shall remove or destroy trees or natural vegetation WITHIN THE Open Space without the express written permission from the homeowners association.
13. The by-laws of the TROLLINGWOOD II HOA, INC., shall be in the form attached hereto as Exhibit A.

IN ALL OTHER RESPECTS the said PROTECTIVE COVENANTS referred to above shall remain in full force and effect, except as amended hereby.

IN WITNESS WHEREOF, Declarant, by and through its authorized representative, and the below signed Owners, have caused this instrument to be executed this the 19 day of December, 2019.

Witness: TROLLINGWOOD INVESTMENT GROUP, LLC




by: 

 Thomas M. Kassab
 Title: Manager

STATE OF South Carolina)
)
 COUNTY OF Greenville) ACKNOWLEDGEMENT

Personally appeared before me the above signed Declarant, by Thomas M.. Kassab, its duly authorized manager, who acknowledged his/her signature to the above document and the due execution thereof.

Sworn to before me this 19 day of December, 2019

Ambler C. Wooten

Notary Public for the State of:
My commission expires: 11-3-2026

2672/9022