

STATE OF SOUTH CAROLINA ^{R.M.C.} SPARTANBURG, S.C.) DECLARATION OF COVENANTS,
 COUNTY OF SPARTANBURG) RESTRICTIONS, EASEMENTS, CHARGES
) AND LIENS AND MASTER DEED
 WALNUT ACRES SUBD. ~~PHASE II~~

This DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS AND MASTER DEED, is made this 12th day of August, 1993 by NELCO, INC., (hereinafter called "Developer").

WHEREAS, Developer holds title to that certain tract of land situated in Spartanburg County, South Carolina, more particularly described on a plat recorded in the Office of the RMC for Spartanburg County in Plat Book 121 at page 133, and

WHEREAS, Developer intends to develop upon the aforementioned property a new residential subdivision to be known as WALNUT ACRES, and

WHEREAS, Developer desires to subject the property to the covenants, restriction, easements, charges and liens imposed hereby in order to promote the common good and general welfare of the future residents of WALNUT ACRES and to enhance and protect the value of the property, and

WHEREAS, Developer has caused Walnut Acres Property Owners Association, Inc. (hereinafter called "Association"), a corporation organized under the Corporation Law of South Carolina to be formed for the purpose of providing a civic organization to serve as the representative of the owners and residents with respect to: the administration and the enforcement of all covenants, restrictions, easements and charges contained herein and all liens created hereby, and the creation, operation, management

and maintenance of the common property referred to hereinafter; the assessment, collection and application of all charges imposed hereunder; and the promotion otherwise of the health, safety and welfare of the residents of Walnut Acres Subdivision, and

WHEREAS, in order to cause these covenants, restrictions, easements, charges and liens to run with, burden and bind the property, Developer has executed this instrument.

NOW, THEREFORE, Developer hereby declares that the land described on said Plat shall be held, owned and conveyed subject to the following covenants, restrictions, easements, charges and liens. These covenants, restrictions, easements, charges and liens shall run with title to the property and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof and, subject to the limitations herein provided, shall inure to the benefit of each owner thereof, his heirs, grantees, distributees, successors and assigns, the Association, each resident and the Developer.

ARTICLE I

GENERAL RESTRICTIONS AND COVENANTS

✓ 1. All lots with the exception of common property shall be used for residential purposes exclusively.

✓ 2. No structure shall be erected upon a lot other than one (1) detached single family dwelling and one (1) small one story nonresidential accessory building which may include a garage. No

outbuilding, metal or otherwise, shall be constructed along side or in front of dwelling.

✓ 3. No dwelling shall be erected so as to have a finished heated living area (exclusive of garages, terraces, decks, open porches, and like areas) of less than 2,000 square feet.

4. Any garage or carport which faces a street must have doors..

5. No house trailer, mobile home, modular home, shell home, or prefabricated home shall be placed upon any lot.

6. No concrete blocks shall be exposed on any dwelling. If concrete block is used for foundation or any well, it shall be stuccoed or brick veneered.

7. All dwellings shall be constructed so as to front upon a street or roadway within the subdivision.

8. No dwelling shall be constructed beyond the minimum set back lines as are described on said Plat.

9. The exterior of all houses and other structures must be completed within one (1) year after the construction of the same shall have been commenced.

10. No lot shall be subdivided.

11. No chain link or metal type fence shall be permitted any nearer the street than the rear corner of the dwelling, and shall be painted black or dark green. On corner lots the fence may not come closed to the side street than the side of the house nearest the street. Fencing shall not exceed six (6) feet in height.

12. Satellite dishes will not be permitted.

13. Clothes lines will not be permitted except behind the house.

14. All garbage receptacles must be hidden from public view when not in use.

15. All tools, lawn mowers, or equipment of any kind must be hidden from public view when not in use.

16. All driveways shall be hard surfaced and shall be maintained by the owner of each dwelling in a reasonable state of repair.

17. No sign boards shall be displayed on any lot except "for sale" or "for rent" and such signs shall not be more than two (2) feet by three (3) feet in size.

18. No fuel tank shall be exposed to public view.

19. No private vehicle of any sort shall be parked permanently on any street or roadway within the development. Owner shall be required to furnish adequate parking for their own vehicles within the confines of their property.

20. Only vehicles bearing current license plates shall be parked or stored within public view from the street. No trucks over one-half (1/2) ton, no trailers, no tractors, no boats, no recreational vehicles nor commercial vehicles are to be stored or parked on residential property unless screened from public view.

21. No livestock, poultry or undomesticated animals shall be kept on any of the lots in the development. No more than three (3) mature household pets may be kept at each dwelling.

22. Hunting of all wild animals, fowl, and game, is hereby prohibited within the property, however, this restriction is not intended to prohibit legalized fishing..

23. No lot shall be used for any mining, boring, quarrying, drilling, removal of, or other exploitation of subsurface natural resources, with the sole exception of subsurface water.

24. No noxious or offensive activity shall be carried on upon any portion of the properties nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any owner in this subdivision development.

25. The use of or the discharge of firearms is prohibited.

26. All lots are subject to a seven and one-half (7-1/2) foot drainage and utilities easement on all lot lines except on front lines adjoining the road right-of-ways.

27. All utilities and services shall be placed underground from the property line or easement to the residence.

28. Any general restrictions and covenants contained herein may be waived on any particular lot upon recommendation by either the Residential Design Committee or the Association.

29. The determination by a Court that any provision hereof is invalid shall not affect the validity of any other provision hereof.

30. The Residential Design Committee, hereinafter provided for the Association, any owner, their heirs, successors,

and assigns shall have the right to proceed against any party in violation of these restrictions and covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event. These covenants and restrictions may be enforced by appropriate legal proceedings, whether actions at law or in equity, or as further provided in that section of this Declaration entitled Article VI, "Enforcement", provided however, no restriction herein is intended to be, or shall it be construed as a condition subsequent or as creating a possibility of reverter.

ARTICLE II

RESIDENTIAL DESIGN COMMITTEE

In order to enhance the aesthetic quality of the development, the natural beauty of the environment, and the overall structural character of the neighborhood, the Developer has made provisions for the establishment of a Residential Design Committee. The purpose of the committee shall be to review plans and specifications submitted by lot owners and to approve or reject the same based upon the compatibility of any proposed dwelling or structure with the overall development theme of the neighborhood and the relation of the dwelling to the proposed lot and site location. The committee shall have legal authority to prevent any construction within the development on any grounds it feels detracts from the overall aesthetic quality of the neighborhood.

No dwelling, detached structure, garage, or swimming pool shall be erected, nor shall any landscaping or site work be done until a set of complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location, floor plan and front elevation thereof shall have been submitted to and approved by the Residential Design Committee.

The plans and specifications shall be submitted in the name of the builder and/or owner.

After reasonable notice the committee or its agent may enter upon any lot for the purpose of ascertaining whether the use or maintenance of such lot is in compliance with the provisions hereof. The committee or its agent shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection. Refusal of approval of plans, specifications, builder, landscaper, or location may be based upon any grounds, including purely aesthetic considerations, which shall be in the sole and uncontrolled discretion of the Residential Design Committee.

If the Residential Design Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after receipt of the same, it shall be deemed to have approved said plans and specifications.

In the event any owner violates the terms of this article, the committee shall give written notice to the owner to cure such violation. After thirty (30) days notice and upon failure of the owner to cure said violations, the committee shall

be entitled to enter upon the property of the owner and cure such defect, including the removal of any structure built in violation hereof, all at the cost and expense of the owner. This right of the committee shall be in addition to all other general enforcement rights which the committee may have for a breach or a violation of the terms of these covenants and restrictions and whether at law, in equity, or pursuant to other terms of this Declaration.

Initially the composition of the Residential Design Committee shall be Mildred S. Neely, Kirk Neely, Ruthanne N. Arrington, and James T. Arrington.

ARTICLE III

COVENANT FOR ASSESSMENTS

Each lot owner for himself, his heirs, successors and assigns, by acceptance of a deed or other conveyance for any lot hereby covenants and agrees that he will pay to the Association, hereinafter provided for, the assessments which may or shall be levied by the Association against lots within the subdivision, that he shall be personally liable for assessments which become due while he is the owner of each lot being assessed, and that the annual assessment shall become, upon the filing of this Declaration, a charge against and be secured by a continuing lien upon the lot of such owner.

During the first year in which the assessment is made it shall not exceed One Hundred (\$100.00) Dollars per lot.

The assessments shall be used for the payment of the purchase price for improvements and taxes on common property, operational expenses of the Association, insurance, the payment of principal and interest on loans to the Association, for the payment of public street lighting within the subdivision, and for any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association.

After the first year and for the purpose of providing funds for these uses the Association shall assess each lot, a charge which shall be uniform with respect to each lot. The charge shall be levied once per calendar year and shall be in an amount established by a majority vote. The owner of a lot shall be entitled to one vote for each lot owned.

At such time as the Association may determine, the Association shall send a written statement to each owner at the address shown upon the lot owners deed as the "grantee's address". The written statement shall set forth the amount of the assessment for the current year, the time period for payment thereof and the interest rate to be charged for late payments thereof. Each annual assessment shall be due and payable and shall become delinquent on dates to be established by the Association, but no less than sixty (60) days after such written statements are mailed. The Association may establish payment procedures to allow payment of

the annual assessment in increments during the year the assessment is made.

UPON WRITTEN DEMAND BY AN OWNER, THE ASSOCIATING SHALL ISSUE A WRITTEN CERTIFICATE STATING THAT ALL ANNUAL ASSESSMENTS HAVE BEEN PAID OR IF ALL ASSESSMENTS HAVE NOT BEEN PAID, SETTING FORTH THE AMOUNT THEN DUE AND PAYABLE. ANY SUCH CERTIFICATE SHALL BE CONCLUSIVE AND BINDING WITH REGARD TO ANY MATTER THEREIN STATED AS BETWEEN THE ASSOCIATION AND ANY BONA FIDE PURCHASER OR ENCUMBRANCER OF THE LOT IN QUESTION.

If any assessment becomes past due and delinquent, then such amount, together with interest, and any cost of collection thereof shall be a charge and a continuing lien on the property and all improvements thereon against which each such assessment is made in the hands of the then member, his heirs, successors and assigns. Furthermore, such past due amount, plus interest and costs as above provided, shall continue to be the personal obligation of the member at the time when the assessment first became due and payable. Such member's successors in title shall not be personally obligated to pay past due assessments unless expressly assumed by them, but such amounts shall continue to constitute a lien against the property until paid.

If any assessment is not paid within thirty (30) days after the past due date, the Association may bring an action against the member personally obligated and/or an action to foreclose the lien against the property. In such event, there shall be added to the amounts due hereunder a reasonable attorney's

fee and the costs and expenses related to such action. If judgment is obtained, the amount of such judgment shall accrue interest at the rate above provided.

The Association may suspend the rights and easements of enjoyment in common properties of any member, tenant or guest of any member for any period during which the payment of any assessment against property owned by such member remains delinquent, or for breach of its published rules and regulations or of the terms of this Declaration. The Association may likewise suspend providing a service to or performing a function for any member for the same reasons. Any such suspension shall not constitute a waiver or discharge of the member's obligation to pay the assessment or to abide by such rules and regulations or the terms hereof.

All property owned by the Developer and all common properties shall be exempt from the payment of assessments and the lien of assessments created herein.

ARTICLE IV

COMMON PROPERTIES

The Developer shall have the right to convey to the Association by deed or long term lease any lands, watercourses, lakes, greenbelts, paths, roads, rights of way, easements, utilities, any other property or rights and any improvements thereon, including any or all recreational facilities which the Developer designates to become common property. Any such

conveyances or transfers shall be at the sole discretion of the grantor and the Association.

Subject to the within provisions and the Association's rules and regulations, as well as any fees or charges established by the Association, each member, his family, tenant and guest shall have a right and easement of access, use and enjoyment in all common properties and such right and easement shall be appurtenant to and shall pass with the title to every lot.

Each member's easement of use, access and enjoyment of common properties shall be subject to the provisions of this Declaration and to the following:

-- The rights of the Association to borrow money for the purpose of improving or maintaining the common properties and providing authorized services and to mortgage such property;

-- The rights of the Association to assume and pay any liens or encumbrances against such property at the time of conveyance and to protect it from foreclosure;

-- The rules and regulations of the Association and the right of the Association, as provided in its by-laws, to suspend the rights and easement of use, access and enjoyment to such property;

-- All existing and future easements of rights of way granted for utilities, telephone service, gas, security, cable television, or for any similar purpose, and any other matter or provision which shall be set forth in the deed to such common property or shown upon any recorded plat thereof; and

-- The right of the Association to give, sell, transfer or lease all or any part of the common properties to any public agency, authority, utility, or private concern, but such gift, sale, transfer or lease must be authorized by a majority of the votes cast at a duly called meeting of the Association. Written notice of such meeting, together with written notice of the proposal for such gift, sale, transfer or lease, must be given to each member at least thirty (30) days prior to such meeting. A true copy of such resolution, together with a certificate of the results of the vote, shall be made and acknowledged by the President and Secretary, and such certificate shall be annexed to any instrument of dedication or transfer affecting the common properties prior to the recording thereof. Such certificate shall be conclusive evidence of the authorization by the membership.

ARTICLE V

WALNUT ACRES PROPERTY OWNERS ASSOCIATION

Concurrently with the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina Law a corporation/^{not for profit} to be known as the Walnut Acres Property Owners Association. The Association shall be organized to acquire, improve, control the common property, and to pay taxes thereon, to enforce all covenants, restrictions, and easements; to make and collect assessments and enforce the lien provided in this Declaration for collection of the same; to reject or approve plans and specifications submitted to its Residential Design Committee,

to levy user fees, to levy fees for services provided by the Association, to regulate the installation of all utilities, and for other purposes as are set forth elsewhere in this Declaration.

The powers of the Association shall be vested in, exercised by, and under authority of, and the affairs of the Association shall be controlled by a Board of Directors to be elected by the membership.

Each lot owner, by acceptance of a deed to a lot or lots, shall be required to become a member of the Association. Each such member shall have one (1) vote for each lot owned. If any property entitling the owner to membership is owned of record in the name of two or more persons, such multiple owners shall agree among themselves to appoint one of them to vote. Each time a meeting of the members of the Association is called to vote on a particular action the presence at the meeting of members or proxies entitled to cast fifty (50%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not represented at the first meeting, a second meeting may be called subject to the giving of proper notice, and there shall be no quorum requirement for such meeting. All members may vote and transact business at any meeting of the Association by proxy authorized in writing..

At any time at which notice is required to be provided to members, whether by this Declaration or by law, notice shall be sufficient when mailed to that address stated upon the lot owners

deed as "grantee's address" or to that address to which the Spartanburg County Assessor regularly mails annual tax notices.

The Association may suspend the voting rights and rights of enjoyment of any member who is in violation of any covenant or restriction contained in these Declarations or has allowed any assessment levied by the Association pursuant to this Declaration to become delinquent.

The Association shall prepare annually a general itemized statement showing its assets and liabilities and a general statement of the Association's reviews, costs and expenses for such fiscal year. A copy of such statement shall be made available for review by each member.

The Association, its directors, officers and members shall not be liable to owners, their lessees and guests or to any other person or entity for any damage or injury which results from any rule or regulation promulgated pursuant to this Declaration in good faith and with reasonable care.

ARTICLE VI

ENFORCEMENT

Each owner does promise, covenant and undertake to comply with each provision of these covenants, which provisions shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer and all other owners.

Such provisions shall be deemed an equitable servitude, running, at law and in equity, both as to burdens and benefits with and upon the title to each lot.

The Developer and the Association and any owner shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, the Association or their successors and assigns, or any owner may institute appropriate legal proceedings or actions at law or in equity:

- to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use;
- to restrain, correct or abate such violation, or breach of these covenants;
- to prevent the occupancy of any family dwelling unit, structure or land;
- to prevent any act, conduct, business or use which is in breach of these covenants;
- to compel any affirmative act which, pursuant to these covenants, "shall" be performed.

Nothing contained in this Declaration is intended to be nor shall it be construed as a condition subsequent or as creating a possibility of reverter.

The Association shall have a lien for assessments as set forth in this Declaration. Each such lien may be enforced by the Association in any manner permitted by the Laws of the State of South Carolina. In event of delinquency, the amount which may be recovered by the Association shall include the assessment or cost, plus the cost of such enforcement proceedings, including reasonable attorney fees and interest.

ARTICLE VII

MISCELLANEOUS

1. Master Plan. The real property described in the recorded Plat is a portion of a larger area of land owned and intended to be developed by the Developer. The remainder of the property is described in Exhibit "A" attached hereto and made a part hereof. The Developer intends, but not required, to subject the property shown on Exhibit "A" to this Declaration and to develop it pursuant to a development plan.

Each owner and each resident by the act of becoming such, shall be deemed to have acknowledged and agreed that the property described in the recorded Plat shall be the property presently subject to the Declaration, that the Developer may annex all or any part of the property described in Exhibit "A" or any other continuous property acquired by developer without the consent of

any owner, resident, or of the Association, that nothing contained in this Declaration or in any recorded or unrecorded map, plat, picture, drawing, brochure, or other representation of a scheme of development shall be construed as requiring the Developer to subject to this Declaration any land, now or hereafter owned by the Developer, other than the property described in the said recorded plat.

The property shown on Exhibit "A", if annexed, shall be subjected to the terms of this Declaration by recording a Declaration of Annexation in the office of the Register of Mesne Conveyance for Spartanburg County which shall describe the property to be annexed, declare that the property so described is annexed pursuant to the provisions hereof, declare that the property so described has been or is being developed substantially in accordance with the master plan, and provide for other restrictions, conditions, and allocations of rights and benefits not inconsistent with the provisions hereof and of the master plan. From and after the date of record of a declaration of annexation, the annexation property subject thereto shall become part of the property for all purposes of this Declaration.

The Developer shall have the right without the consent of the Association or any owner to connect and extend roads and any and all services and utilities from any part of the property on the recorded Plat to adjacent or nearby property of the Developer and to allow owners of property in such adjacent or nearby property to

use such roads for ingress and egress to a public road and to connect to such utilities and services.

2. Extent and Duration. The benefits and burdens of this Declaration shall run with the property at law and in equity and bind the land, and this Declaration shall inure to the benefit of and be enforceable by the Association, the Developer, and all owners, their successors and assigns, for a period of thirty (30) years from the recording date of this Declaration. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods unless during the last year of the initial thirty (30) year period or during the last year of any subsequent ten (10) year renewal period, two-third (2/3) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. In the event of termination, a Certificate of Termination shall then be recorded in the RMC Office of Spartanburg County.

3. Amendment. This Declaration may be amended upon approval of a majority of the votes cast at a duly called meeting of the Association. If any proposed amendment is approved, the President and Secretary shall execute an amendment of this Declaration setting forth the amendment. Such amendment shall be then recorded in the RMC Office of Spartanburg County.

To the extent that additional covenants and restrictions are imposed, they shall not bind, without the consent of the owner, any portion of the properties previously sold.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 10th day of August, 1993.

IN THE PRESENCE OF:

Walter A. Smith
Mary Sue Dearington

NELCO, INC.

By: Mildred S. Neely
Mildred S. Neely
Its President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named NELCO, INC., by Mildred S. Neely, its President, sign the within instrument and as its act and deed deliver the within instrument, and that (s)he with the other named witness subscribed above witnessed the execution thereof.

Mary Sue Dearborn

SWORN to before me this 12th
day of August, 1993.

William A. Smith (SEAL)
Notary Public for South Carolina

My commission expires: 9-13-2000

COPY

RECORDED

STATE OF SOUTH CAROLINA)
99 OCT 15 PM 2:03)
COUNTY OF SPARTANBURG)
R.M.C.
SPARTANBURG, S.C

DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES
AND LIENS AND MASTER DEED
WALNUT ACRES SUBDIVISION (PHASE III)

This DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS AND MASTER DEED, is made this 15th day of
October, 1999 by NELCO, INC., (hereinafter called
"Developer").

WHEREAS, Developer holds title to that certain tract of
land situated in Spartanburg County, South Carolina, more
particularly described on a plat recorded in the Office of the RMC
for Spartanburg County in Plat Book 146 at page 93, and

WHEREAS, Developer intends to develop upon the
aforementioned property a new Phase of residential subdivision to
be known as WALNUT ACRES SUBDIVISION, PHASE III. and

WHEREAS, Developer desires to subject the property to the
covenants, restrictions, easements, charges and liens imposed
hereby in order to promote the common good and general welfare of
the future residents of WALNUT ACRES and to enhance and protect the
value of the property, and

WHEREAS, Developer has caused Walnut Acres Property
Owners Association, Inc. (hereinafter called "Association"), a
corporation organized under the Corporation Law of South Carolina
to be formed for the purpose of providing a civic organization to
serve as the representative of the owners and residents with
respect to: the administration and the enforcement of all
covenants, restrictions, easements and charges contained herein and
all liens created hereby, and the creation, operation, management

and maintenance of the common property referred to hereinafter; the assessment, collection and application of all charges imposed hereunder; and the promotion otherwise of the health, safety and welfare of the residents of WALNUT ACRES SUBDIVISION, PHASE III, and

WHEREAS, in order to cause these covenants, restrictions, easements, charges and liens to run with, burden and bind the property, Developer has executed this instrument.

NOW, THEREFORE, Developer hereby declares that the land described on said Plat shall be held, owned and conveyed subject to the following covenants, restrictions, easements, charges and liens. These covenants, restrictions, easements, charges and liens shall run with title to the property and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof and, subject to the limitations herein provided, shall inure to the benefit of each owner thereof, his heirs, grantees, distributees, successors and assigns, the Association, each resident and the Developer.

ARTICLE I

GENERAL RESTRICTIONS AND COVENANTS

1. All lots with the exception of common property shall be used for residential purposes exclusively.

2. No structure shall be erected upon a lot other than one (1) detached single family dwelling and one (1) small one story nonresidential accessory building which may include a garage. No

outbuilding, metal or otherwise, shall be constructed along side or in front of dwelling.

3. No dwelling shall be erected so as to have a finished heated living area (exclusive of garages, terraces, decks, open porches, and like areas) of less than 2,000 square feet.

4. Any garage or carport which faces a street must have doors.

5. No house trailer, mobile home, modular home, shell home, or prefabricated home shall be placed upon any lot.

6. No concrete blocks shall be exposed on any dwelling. If concrete block is used for foundation or any well, it shall be stuccoed or brick veneered.

7. All dwellings shall be constructed so as to front upon a street or roadway within the subdivision.

8. No dwelling shall be constructed beyond the minimum set back lines as are described on said Plat.

9. Construction of dwellings must be commenced within twenty-four (24) months from date of purchase and the exterior of all dwellings and other structures must be completed within one (1) year after the construction of the same shall have been commenced.

10. No lot shall be subdivided.

11. No chain link or metal type fence shall be permitted any nearer the street than the rear corner of the dwelling, and shall be painted black or dark green. On corner lots the fence may not come closer to the side street than the side of the house nearest the street. Fencing shall not exceed six (6) feet in height.

12. Satellite dishes will not be permitted.
13. Clothes lines will not be permitted except behind the house.
14. All garbage receptacles must be hidden from public view when not in use.
15. All tools, lawn mowers, or equipment of any kind must be hidden from public view when not in use.
16. All driveways shall be hard surfaced and shall be maintained by the owner of each dwelling in a reasonable state of repair.
17. No sign boards shall be displayed on any lot except "for sale" or "for rent" and such signs shall not be more than two (2) feet by three (3) feet in size.
18. No fuel tank shall be exposed to public view.
19. No private vehicle of any sort shall be parked permanently on any street or roadway within the development. Owner shall be required to furnish adequate parking for their own vehicles within the confines of their property.
20. Only vehicles bearing current license plates shall be parked or stored within public view from the street. No trucks over one-half (1/2) ton, no trailers, no tractors, no boats, no recreational vehicles nor commercial vehicles are to be stored or parked on residential property unless screened from public view.
21. No livestock, poultry or undomesticated animals shall be kept on any of the lots in the development. No more than three (3) mature household pets may be kept at each dwelling.

22. Hunting of all wild animals, fowl, and game, is hereby prohibited within the property, however, this restriction is not intended to prohibit legalized fishing.

23. No lot shall be used for any mining, boring, quarrying, drilling, removal of, or other exploitation of subsurface natural resources, with the sole exception of subsurface water.

24. No noxious or offensive activity shall be carried on upon any portion of the properties nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any owner in this subdivision development.

25. The use of or the discharge of firearms is prohibited.

26. All lots are subject to a seven and one-half (7-1/2) foot side set back, drainage and utilities easement on all lot lines except on front lines adjoining the road right-of-ways.

27. All utilities and services shall be placed underground from the property line or easement to the residence.

28. All mail boxes shall be uniform and alike as stipulated by the Property Owners Association.

29. Any general restrictions and covenants contained herein may be waived on any particular lot upon recommendation by either the Residential Design Committee or the Association.

30. The determination by a Court that any provision hereof is invalid shall not affect the validity of any other provision hereof.

31. The Residential Design Committee, hereinafter provided for the Association, any owner, their heirs, successors, and assigns shall have the right to proceed against any party in violation of these restrictions and covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event. These covenants and restrictions may be enforced by appropriate legal proceedings, whether actions at law or in equity, or as further provided in that section of this Declaration entitled Article VI, "Enforcement", provided however, no restriction herein is intended to be, or shall it be construed as a condition subsequent or as creating a possibility of reverter.

ARTICLE II

RESIDENTIAL DESIGN COMMITTEE

In order to enhance the aesthetic quality of the development, the natural beauty of the environment, and the overall structural character of the neighborhood, the Developer has made provisions for the establishment of a Residential Design Committee. The purpose of the committee shall be to review plans and specifications submitted by lot owners and to approve or reject the same based upon the compatibility of any proposed dwelling or structure with the overall development theme of the neighborhood and the relation of the dwelling to the proposed lot and site location. The committee shall have legal authority to prevent any construction within the development on any grounds it feels detracts from the overall aesthetic quality of the neighborhood.

No dwelling, detached structure, garage, or swimming pool shall be erected, nor shall any landscaping or site work be done until a set of complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location, floor plan and front elevation thereof shall have been submitted to and approved by the Residential Design Committee.

The plans and specifications shall be submitted in the name of the builder and/or owner.

After reasonable notice the committee or its agent may enter upon any lot for the purpose of ascertaining whether the use or maintenance of such lot is in compliance with the provisions hereof. The committee or its agent shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection. Refusal of approval of plans, specifications, builder, landscaper, or location may be based upon any grounds, including purely aesthetic considerations, which shall be in the sole and uncontrolled discretion of the Residential Design Committee.

If the Residential Design Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after receipt of the same, it shall be deemed to have approved said plans and specifications.

In the event any owner violates the terms of this article, the committee shall give written notice to the owner to cure such violation. After thirty (30) days notice and upon failure of the owner to cure said violations, the committee shall

be entitled to enter upon the property of the owner and cure such defect, including the removal of any structure built in violation hereof, all at the cost and expense of the owner. This right of the committee shall be in addition to all other general enforcement rights which the committee may have for a breach or a violation of the terms of these covenants and restrictions and whether at law, in equity, or pursuant to other terms of this Declaration.

Initially the composition of the Residential Design Committee shall be Mildred S. Neely, Kirk Neely, Ruthanne N. Arrington, and James T. Arrington.

ARTICLE III

COVENANT FOR ASSESSMENTS

Each lot owner for himself, his heirs, successors and assigns, by acceptance of a deed or other conveyance for any lot hereby covenants and agrees that he will pay to the Association, hereinafter provided for, the assessments which may or shall be levied by the Association against lots within the subdivision, that he shall be personally liable for assessments which become due while he is the owner of each lot being assessed, and that the annual assessment shall become, upon the filing of this Declaration, a charge against and be secured by a continuing lien upon the lot of such owner.

During the first year in which the assessment is made it shall not exceed One Hundred (\$100.00) Dollars per lot.

The assessments shall be used for the payment of the purchase price, for improvements and taxes on common property, operational expenses of the Association, insurance, the payment of principal and interest on loans to the Association, for the payment of public street lighting within the subdivision, and for any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association.

After the first year and for the purpose of providing funds for these uses the Association shall assess each lot, a charge which shall be uniform with respect to each lot. The charge shall be levied once per calendar year and shall be in an amount established by a majority vote. The owner of a lot shall be entitled to one vote for each lot owned.

At such time as the Association may determine, the Association shall send a written statement to each owner at the address shown upon the lot owners deed as the "grantee's address". The written statement shall set forth the amount of the assessment for the current year, the time period for payment thereof and the interest rate to be charged for late payments thereof. Each annual assessment shall be due and payable and shall become delinquent on dates to be established by the Association, but no less than sixty (60) days after such written statements are mailed. The Association may establish payment procedures to allow payment of

the annual assessment in increments during the year the assessment is made.

UPON WRITTEN DEMAND BY AN OWNER, THE ASSOCIATING SHALL ISSUE A WRITTEN CERTIFICATE STATING THAT ALL ANNUAL ASSESSMENTS HAVE BEEN PAID OR IF ALL ASSESSMENTS HAVE NOT BEEN PAID, SETTING FORTH THE AMOUNT THEN DUE AND PAYABLE. ANY SUCH CERTIFICATE SHALL BE CONCLUSIVE AND BINDING WITH REGARD TO ANY MATTER THEREIN STATED AS BETWEEN THE ASSOCIATION AND ANY BONAFIDE PURCHASER OR ENCUMBRANCER OF THE LOT IN QUESTION.

If any assessment becomes past due and delinquent, then such amount, together with interest, and any cost of collection thereof shall be a charge and a continuing lien on the property and all improvements thereon against which each such assessment is made in the hands of the then member, his heirs, successors and assigns. Furthermore, such past due amount, plus interest and costs as above provided, shall continue to be the personal obligation of the member at the time when the assessment first became due and payable. Such member's successors in title shall not be personally obligated to pay past due assessments unless expressly assumed by them, but such amounts shall continue to constitute a lien against the property until paid.

If any assessment is not paid within thirty (30) days after the past due date, the Association may bring an action against the member personally obligated and/or an action to foreclose the lien against the property. In such event, there shall be added to the amounts due hereunder a reasonable attorney's

fee and the costs and expenses related to such action. If judgment is obtained, the amount of such judgment shall accrue interest at the rate above provided.

The Association may suspend the rights and easements of enjoyment in common properties of any member, tenant or guest of any member for any period during which the payment of any assessment against property owned by such member remains delinquent, or for breach of its published rules and regulations or of the terms of this Declaration. The Association may likewise suspend providing a service to or performing a function for any member for the same reasons. Any such suspension shall not constitute a waiver or discharge of the member's obligation to pay the assessment or to abide by such rules and regulations or the terms hereof.

All property owned by the Developer and all common properties shall be exempt from the payment of assessments and the lien of assessments created herein.

ARTICLE IV

COMMON PROPERTIES

The Developer shall have the right to convey to the Association by deed or long term lease any lands, watercourses, lakes, greenbelts, paths, roads, rights of way, easements, utilities, any other property or rights and any improvements thereon, including any or all recreational facilities which the Developer designates to become common property. Any such

conveyances or transfers shall be at the sole discretion of the grantor and the Association.

Subject to the within provisions and the Association's rules and regulations, as well as any fees or charges established by the Association, each member, his family, tenant and guest shall have a right and easement of access, use and enjoyment in all common properties and such right and easement shall be appurtenant to and shall pass with the title to every lot.

Each member's easement of use, access and enjoyment of common properties shall be subject to the provisions of this Declaration and to the following:

-- The rights of the Association to borrow money for the purpose of improving or maintaining the common properties and providing authorized services and to mortgage such property;

-- The rights of the Association to assume and pay any liens or encumbrances against such property at the time of conveyance and to protect it from foreclosure;

-- The rules and regulations of the Association and the right of the Association, as provided in its by-laws, to suspend the rights and easement of use, access and enjoyment to such property;

-- All existing and future easements of rights of way granted for utilities, telephone service, gas, security, cable television, or for any similar purpose, and any other matter or provision which shall be set forth in the deed to such common property or shown upon any recorded plat thereof; and

-- The right of the Association to give, sell, transfer or lease all or any part of the common properties to any public agency, authority, utility, or private concern, but such gift, sale, transfer or lease must be authorized by a majority of the votes cast at a duly called meeting of the Association. Written notice of such meeting, together with written notice of the proposal for such gift, sale, transfer or lease, must be given to each member at least thirty (30) days prior to such meeting. A true copy of such resolution, together with a certificate of the results of the vote, shall be made and acknowledged by the President and Secretary, and such certificate shall be annexed to any instrument of dedication or transfer affecting the common properties prior to the recording thereof. Such certificate shall be conclusive evidence of the authorization by the membership.

ARTICLE V

WALNUT ACRES PROPERTY OWNERS ASSOCIATION

That on August 24, 1993, the Developer caused to be incorporated under South Carolina Law a corporation not for profit to be known as the **Walnut Acres Property Owners Association**. The Association was organized to acquire, improve, control the common property, and to pay taxes thereon, to enforce all covenants, restrictions, and easements; to make and collect assessments and enforce the lien provided in this Declaration for collection of the same; to reject or approve plans and specifications submitted to

its Residential Design Committee, to levy user fees, to levy fees for services provided by the Association, to regulate the installation of all utilities, and for other purposes as are set forth elsewhere in this Declaration.

The powers of the Association shall be vested in, exercised by, and under authority of, and the affairs of the Association shall be controlled by a Board of Directors to be elected by the membership.

Each lot owner, by acceptance of a deed to a lot or lots, shall be required to become a member of the Association. Each such member shall have one (1) vote for each lot owned. If any property entitling the owner to membership is owned of record in the name of two or more persons, such multiple owners shall agree among themselves to appoint one of them to vote. Each time a meeting of the members of the Association is called to vote on a particular action the presence at the meeting of members or proxies entitled to case fifty (50%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not represented at the first meeting, a second meeting may be called subject to the giving of proper notice, and there shall be no quorum requirement for such meeting. All members may vote and transact business at any meeting of the Association by proxy authorized in writing.

At any time at which notice is required to be provided to members, whether by this Declaration or by law, notice shall be sufficient when mailed to that address stated upon the lot owners

deed as "grantee's address" or to that address to which the Spartanburg County Assessor regularly mails annual tax notices.

The Association may suspend the voting rights and rights of enjoyment of any member who is in violation of any covenant or restriction contained in these Declarations or has allowed any assessment levied by the Association pursuant to this Declaration to become delinquent.

The Association shall prepare annually a general itemized statement showing its assets and liabilities and a general statement of the Association's reviews, costs and expenses for such fiscal year. A copy of such statement shall be made available for review by each member.

The Association, its directors, officers and members shall not be liable to owners, their lessees and guests or to any other person or entity for any damage or injury which results from any rule or regulation promulgated pursuant to this Declaration in good faith and with reasonable care.

ARTICLE VI

ENFORCEMENT

Each owner does promise, covenant and undertake to comply with each provision of these covenants, which provisions shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer and all other owners.

Such provisions shall be deemed an equitable servitude, running, at law and in equity, both as to burdens and benefits with and upon the title to each lot.

The Developer and the Association and any owner shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, the Association or their successors and assigns, or any owner may institute appropriate legal proceedings or actions at law or in equity:

- to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use;
- to restrain, correct or abate such violation, or breach of these covenants;
- to prevent the occupancy of any family dwelling unit, structure or land;
- to prevent any act, conduct, business or use which is in breach of these covenants;
- to compel any affirmative act which, pursuant to these covenants, "shall" be performed.

Nothing contained in this Declaration is intended to be nor shall it be construed as a condition subsequent or as creating a possibility of reverter.

The Association shall have a lien for assessments as set forth in this Declaration. Each such lien may be enforced by the Association in any manner permitted by the Laws of the State of South Carolina. In event of delinquency, the amount which may be recovered by the Association shall include the assessment or cost, plus the cost of such enforcement proceedings, including reasonable attorney fees and interest.

ARTICLE VII

MISCELLANEOUS

1. Master Plan. The real property described in the recorded Plat is a portion of a larger area of land owned and intended to be developed by the Developer. The remainder of the property is described in Exhibit "A" attached hereto and made a part hereof. The Developer intends, but not required, to subject the property shown on Exhibit "A" to this Declaration and to develop it pursuant to a development plan.

Each owner and each resident by the act of becoming such, shall be deemed to have acknowledged and agreed that the property described in the recorded Plat shall be the property presently subject to the Declaration, that the Developer may annex all or any part of the property described in Exhibit "A" or any other continuous property acquired by developer without the consent of

any owner, resident, or of the Association, that nothing contained in this Declaration or in any recorded or unrecorded map, plat, picture, drawing, brochure, or other representation of a scheme of development shall be construed as requiring the Developer to subject to this Declaration any land, now or hereafter owned by the Developer, other than the property described in the said recorded plat.

The property shown on Exhibit "A", if annexed, shall be subjected to the terms of this Declaration by recording a Declaration of Annexation in the office of the Register of Mesne Conveyance for Spartanburg County which shall describe the property to be annexed, declare that the property so described is annexed pursuant to the provisions hereof, declare that the property so described has been or is being developed substantially in accordance with the master plan, and provide for other restrictions, conditions, and allocations of rights and benefits not inconsistent with the provisions hereof and of the master plan. From and after the date of record of a declaration of annexation, the annexation property subject thereto shall become part of the property for all purposes of this Declaration.

The Developer shall have the right without the consent of the Association or any owner to connect and extend roads and any and all services and utilities from any part of the property on the recorded Plat to adjacent or nearby property of the Developer and to allow owners of property in such adjacent or nearby property to

use such roads for ingress and egress to a public road and to connect to such utilities and services.

2. Extent and Duration. The benefits and burdens of this Declaration shall run with the property at law and in equity and bind the land, and this Declaration shall inure to the benefit of and be enforceable by the Association, the Developer, and all owners, their successors and assigns, for a period of thirty (30) years from the recording date of this Declaration. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods unless during the last year of the initial thirty (30) year period or during the last year of any subsequent ten (10) year renewal period, two-third (2/3) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. In the event of termination, a Certificate of Termination shall then be recorded in the RMC Office of Spartanburg County.

3. Amendment. This Declaration may be amended upon approval of a majority of the votes cast at a duly called meeting of the Association. If any proposed amendment is approved, the President and Secretary shall execute an amendment of this Declaration setting forth the amendment. Such amendment shall be then recorded in the RMC Office of Spartanburg County.

To the extent that additional covenants and restrictions are imposed, they shall not bind, without the consent of the owner, any portion of the properties previously sold.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 15th day of October, 1999.

IN THE PRESENCE OF:

David M. Jones
Walter G. Smith

NELCO, INC.

By: Mildred S. Neely
Mildred S. Neely
Its President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named NELCO, INC., by Mildred S. Neely, its President, sign the within instrument and as its act and deed deliver the within instrument, and that (s)he with the other named witness subscribed above witnessed the execution thereof.

Darwin M. Jones

SWORN to before me this 11th
day of October, 1999.

Mitch A. Fruits (SEAL)
Notary Public for South Carolina

My commission expires: 9-13-2000

C:\wp51\...\walnutac.III

BY-LAWS OF WALNUT ACRES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE 1 NAME

The name of this Corporation shall be Walnut Acres Property Owners Association, Inc.

ARTICLE 2

The principal office of the Corporation shall be 1683 Union Road, _____, Spartanburg, Carolina, 29302. The Corporation may also have offices at such other places as the Board of Directors may from time to time appoint or as the business of the Corporation may require.

ARTICLE 3

The purpose of the Corporation shall be to acquire and control common property, to enforce restrictive covenants, to make and collect Association assessments, to consider building plans and specifications for the Walnut Acres Subdivision.

ARTICLE 4

The direction, operation, and control of the Corporation shall be in the Directors of the corporation. The Directors of the corporation shall be elected by the membership at the annual meeting and shall consist of three members. The Directors shall serve until their successors have been elected. The Directors shall serve without compensation.

ARTICLE 5

The Directors shall meet at such time and place as the Board shall decide. Notice of any Directors' meeting shall be given by the Secretary at least five days prior to the meeting.

ARTICLE 6

The officers of the Corporation shall be President, a Vice-President, a Secretary and a Treasurer. The Office of Secretary and Treasurer may be held by one person. The officers shall be elected by the Directors of the Corporation.

ARTICLE 7

The President shall be the Chief executive officer to the Corporation and shall preside at all membership and Directors' meetings. The President shall call special meetings of the membership or Directors at any time by giving five days notice to the membership or Directors. Meetings of the membership and Directors may be called by any two members of the Board of Directors or ten percent of the membership.

ARTICLE 8

The Vice-President shall, in case of absence or disability of the President, perform the duties of the President.

ARTICLE 9

The Secretary of the Corporation shall keep the records of the company and shall issue, sign and seal all Certificates of Membership along with the President.

ARTICLE 10

The Treasurer of the Corporation shall have security of all monies and securities of the Corporation. He shall keep the regular books of account for the Corporation. All money of the Corporation shall be deposited in such depositories as shall be selected by the Directors. All checks or other instruments shall

be signed by the Treasurer and any other officer of the Corporation, with two signatures being required on any such checks.

ARTICLE 11

Each lot owner, by acceptance of a deed to a lot or lots, shall become a member of the Association. Each such member shall have one (1) vote for each lot owned. If any property entitling the owner to membership is owned of record in the name of two or more persons, such multiple owners shall agree among themselves to appoint one of them to vote.

ARTICLE 12

Each time a meeting of the members of the Association is called to vote on a particular action the presence at the meeting of members or proxies entitled to cast fifty (50%) percent of the total vote of the membership shall constitute a quorum. If the required quorum is not represented at the first meeting, a second meeting may be called subject to the giving of proper notice, and there shall be no quorum requirement for such meeting. All members may vote and transact business at any meeting of the Association by proxy authorized in writing.

ARTICLE 13

At any time at which notice is required to be provided to members, whether by this Declaration or by law, notice shall be sufficient when mailed to that address stated upon the lot owners deed as "grantee's address" or to that address to which the Spartanburg County Assessor regularly mails annual tax notices.

ARTICLE 14

The Association may suspend the voting rights and rights of enjoyment of any member who is in violation of any covenant or restriction contained in these Declarations or has allowed any assessment levied by the Association pursuant to this Declaration to become delinquent.

ARTICLE 15

The Association shall prepare annually a general itemized statement showing its assets and liabilities and a general statement of the Association's revenues, costs and expenses for such fiscal year. A copy of such statement shall be made available for review by each member.

ARTICLE 16

The Association, its directors, officers and members shall not be liable to owners, their lessees and guests or to any other person or entity for any damage or injury which results from any rule or regulation promulgated pursuant to this Declaration in good faith and with reasonable care.

ARTICLE 17

The annual meeting of the membership of the Corporation shall be held during the month of February of each year at a time and place to be designated by the President and upon Notice as provided in Article 5.

ARTICLE 18: CERTIFICATES OF MEMBERSHIP

The Certificates of Membership of the Corporation shall be numbered and shall be entered on the books of the Corporation in

the Membership Transfer Ledger as they are issued. The Certificates shall exhibit the holder's name and shall state that it is NON-TRANSFERABLE and VOID UPON THE SALE OF LOT NUMBER XX. The Certificate of Membership shall be signed by the President and Secretary.

WE, the undersigned, initial members, incorporators, and directors of Walnut Acres Property Owners Association, Inc., a/^{not}for-profit corporation in the State of South Carolina, do hereby certify that the above By-Laws were adopted as and for the By-Laws of the Corporation at a meeting of the initial members, incorporators, and directors, and hereby declare the same to be the By-Laws of the Corporation.

Mildred S. Neely
Mildred S. Neely PRESIDENT

Kirk Neely
Kirk Neely

Date: August 12, 1943

PROPERTY IMPROVEMENT REQUEST
WALNUT ACRES HOMEOWNERS ASSOCIATION
REQUEST FOR BUILDING/LAND CHANGES
EMAIL:vincent@rentalsbyrmi.com

All improvements, additions or changes must be approved in writing before work begins. MUST BE SUBMITTED 30 DAYS AHEAD of scheduled work to Board of Directors

DATE: _____
OWNER'S NAME: _____
ADDRESS: _____
PHONE: _____ Email: _____

I would like to make the following change (s) to the community property of Walnut Acres:

DETAILED SPECIFICATIONS OF PROPOSED CHANGE (S) - (Included dimensions, roof and roof pitch, siding, brick, wood, and materials to be used, etc. which means any change.) A Sketch, picture, diagram or blueprint must be attached, all work must conform to the conditions contained in the protective covenants specifically (paragraph 6A-D and 7).

WORK TO BE PERFORMED BY: _____

1. I accept full responsibility for the proper installation in accord with the description above, and agree not to pay the contractor until work is fully completed and inspected by the Board of Directors and/or the Managing Agent if so designated.
2. **I accept full responsibility for maintenance of this addition to full satisfaction of the Board of Directors for the lifetime of the change.**
3. **In case my property is sold, I agree to notify the purchaser that maintenance of this change will be their responsibility and not that of the Association.**
4. If the Walnut Acres Association Board of Directors determines that this addition has not been constructed according to plans submitted, I agree, if instructed by the Board, to restore the property to its original state at my (owner) expense. I would be offered the opportunity to appear before the Board of Directors prior to such an order.
5. I agree that no work will begin prior to approval by the Board of Directors on this proposed change and that the Board be given a minimum of thirty (30) days to render its decision.
6. Building materials must be the proper color scheme and materials specified by the neighborhood Covenants, Conditions, and Restrictions. For landscaping describe any plant or tree types and location.
7. On a copy of your survey, indicate the location (setback and building lines) and dimensions.

I AGREE TO ALL OF THE ABOVE.

Owner's Signature

BOARD ACTION:
DATE: _____

APPROVAL: _____

DISAPPROVAL: _____ BY: _____

**Windermere Homeowners Association
Declaration of Covenants, Conditions, and Restrictions
Footnote Clarification Index**

This index has been developed to clarify certain “default updates” to the Declaration of Covenants, Conditions, and Restrictions (DoCCR). Each section refers to a “footnote” marked in the HOA Handbook copy. The page number included on the document is for convenience in helping find the footnote in the DoCCR.

a (pg 1) – L. Allen Newman and Doris H. Giles were the developers of Windermere subdivision. As is customary, developers typically turn all rights and authorities over to the Homeowners Association once certain criteria have been met.

Therefore, by default, any reference in the DoCCR to the above now refers to Windermere Homeowner’s Association, Inc. and its assigns (i.e. Board of Directors, committees, current Management Company, etc.) or successors.

As of the printing of this document, the current Management Company is:

Roland Management, Inc.
Vince Roland
210A Chestnut Street
Spartanburg, SC 29302
Phone: 864.585.0835
Fax: 864.585.0270—
Email: vincent@rentalsbymi.com

b (pg 1) –5. All outbuildings must be vinyl siding, brick, painted or stained wood and conform to and be in harmony with the residence building. No metal outbuildings shall be allowed in the subdivision. All buildings must be approved by the Architectural Committee and have no less than a seven and twelve pitch roof. (See #9)

c (pg 2) – 9. No roof on any dwelling or storage/garage buildings shall have less than a seven and twelve pitch.

d (pg 2) – 11. No signboards shall be displayed on the property except “For Sale,” “Open House,” “For Rent,” “Garage Sale,” or political signs which signs shall not be more than two by three feet in size, and shall be removed after the event.

e (pg 2) – 15. No noxious, unlawful, or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

f (pg 3) – 21. Yards and lawns must be maintained and well kept in a manner that will not diminish the overall appearance of the subdivision. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created.

DEE-2017-43351



DEE BK 117-A PG 798-809

Recorded 12 Pages on 09/13/2017 10:56:09 AM

Recording Fee: \$18.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

RECORDED

DEED66--U P6011

STATE OF SOUTH CAROLINA 97 OCT 24 PM 3:18 COVENANTS AND RESTRICTIONS
COUNTY OF SPARTANBURG) RMC WINDERMERE
SPARTANBURG

WHEREAS, L. Allen Newman and Doris H. Giles are the owners of certain property acquired by them by deed recorded in Deed Book 546 at Page 158 in the RMC Office for Spartanburg County; and

WHEREAS, the aforesaid individuals have subdivided and developed property as shown upon Plat made for L. Allen Newman and Doris H. Giles, Windermere, Lots 1-69 as recorded in Plat Book 139 at Page 398 in the RMC Office for Spartanburg; and

WHEREAS, L. Allen Newman and Doris H. Giles are the present owners and now desire to restrict the same.

NOW, in consideration of mutual advantages deriving therefrom, the above named OWNERS do hereby bind themselves, their successors, heirs and assigns and covenant and agree as follows:

1. No building shall be erected on less than a whole lot in the subdivision. A lot cannot be subdivided for the purpose of building an additional residence. However, a lot may be divided for the purpose of enlarging the lot adjacent to it.

2. No more than one single family resident building shall be erected on any one lot. No outbuilding shall be erected nearer than 80 feet from the front of the lot and must be at least 10 feet from the side lot line.

3. Each residence erected in the subdivision shall contain a minimum of 1500 square feet of heated floor space plus an attached, enclosed garage, minimum size of 400 square feet. All multi-level residences shall contain a minimum of 1000 square feet of heated floor space on the street floor level. Basements shall not be included in heated floor space.

4. Each residence erected in the subdivision must be set back a minimum of 40 feet from the front lot line. L. Allen Newman reserves the right to alter the building line.

5. All outbuildings must be vinyl siding, brick, painted or stained wood and conform to and be in harmony with the residence building. No metal outbuildings shall be allowed in the subdivision.

6. No trailers, mobile homes, modular homes, or manufactured homes, neither single, double, nor triple wide, shall be permitted on any lot either for residence, storage or outbuildings. No basement, garage, barn, tent or outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted.

7. No house or portion of another house shall be moved into this subdivision.

8. Asbestos shingles shall not be used in the construction of any residence on the lots. Concrete blocks, concrete bricks and cinder blocks used in the construction of any house shall be stuccoed or faced with brick; however, stucco shall not be used on the foundation of any residence unless the entire house is stuccoed. Any wood used in construction of porches and pickets on front of resident building shall be painted or covered with vinyl except for boards on porch floor.

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DEED 66--U PG 012

9. No roof on any dwelling shall have less than a seven and twelve pitch unless approved in writing by L. Allen Newman.

10. The lots in this subdivision shall not be used for business or industrial purposes.

11. No signboards shall be displayed on the property except "For Sale" or "For Rent" which sign shall not be more than two by three feet in size, except that L. Allen Newman has the right to use those signs which are necessary for the development of the property.

12. No chain link fence or wood privacy fence shall be permitted on any lot in the subdivision any nearer to the street than the rear corner of the resident building. Chain link fences not to exceed four (4) feet in height, wood fences not to exceed six (6) feet in height. Decorative split rail fences, not to exceed two (2) rails, shall be permitted in any case, so long as the height does not exceed 42 inches in the front yard.

13. No vehicle which does not have a current license plate on it may remain on the premises for more than 30 days. No furniture or other unnecessary items shall be permitted to remain on the premises in an unsightly manner.

14. No animals, livestock or poultry of any kind shall be bred, raised, or kept on any lot except that dogs, cats and other household pets may be kept provided that they are not bred or maintained for any commercial purposes, and provided further that they are kept on the owner's premises.

15. No noxious or offensive trade shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. No transfer vehicle, transfer truck, transfer tractor, transfer trailer or tractor trailer combinations shall be allowed in the subdivision at any time except for loading and unloading. Boats, travel trailers and motor homes shall remain behind the minimum set back line as designated in article four of these restrictions.

17. No satellite dish shall be permitted any nearer to the street than the rear of the resident building.

18. The exterior of all houses and other structures must be completed within a year after the construction of same shall have commenced except where such completion is impossible or would result in a great hardship to the owner or builder due to strike, fires, national emergencies or natural calamity.

19. No dwelling shall be erected on any lot until the design thereof shall be approved in writing by L. Allen Newman and Doris H. Giles, its successors and assigns, 5830 Highway 9, Inman, South Carolina 29349, and if the design shall not be approved or disapproved within thirty days after being submitted, then such approval shall not be required but the design of the house shall conform to and be in harmony with existing structures in the subdivision.

20. Driveways must be paved at the time of construction.

DEED 66-U PAGE 0013

21. Yards and lawns must be maintained and well kept in a manner that will not diminish the overall appearance of the subdivision.

22. Upkeep and maintenance of entrance signs and surrounding areas including berm, and all costs for the operation of street lights are the responsibility of property owners after January 1, 1999.

23. All persons hereafter accepting conveyance of any of the property set forth above shall accept the same upon and subject to the above enumerated covenants and restrictions which are to be deemed covenants running with the land, and binding upon the grantees, their heirs and assigns; and violation of any of the covenants of restrictions shall vest in the grantors herein, their successors and assigns, all rights of abatement and suit in law or in equity against any persons violating or attempting to violate any covenants or restrictions either to restrain such violation or to recover damages.

24. These covenants and restrictions shall continue in full force and effect until September 15, 2017, and shall thereafter be automatically extended for successive periods of ten years each, unless by a duly executed and recorded instrument the then owners of 2/3 or more of the lots in the development, as shown on the recorded plat, elect to terminate or amend the restrictions in whole or in part.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 3rd day of October, 1997.

IN THE PRESENCE OF:

Teresa M. Mealey
Laminie M. Parris

L. Allen Newman
Doris H. Giles

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named L. Allen Newman and Doris H. Giles sign and with Covenants and Restrictions and Seal said Covenants and Restrictions, and as its act and deed, deliver the same and (s)he with the other witness subscribed above witnessed the execution thereof.

Teresa M. Mealey

SWORN to before me this 3rd day of October, 1997

Laminie M. Parris (SEAL)
Notary Public for South Carolina

My Commission Expires: 7/24/05

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay the Association:

- (1) Annual assessment or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with a \$5.00 late fee/month, costs and reasonable attorney's fees shall be charged on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in the title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote safety and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the Maximum annual assessment shall be One Hundred Fifty and no/100 (\$150.00) dollars per lot.

- a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than ten (10%) above the maximum assessment for the previous year without a vote of the membership.
- b) From and after January 1 the maximum annual assessment may be increased above the ten (10%) percent by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the subdivision, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose or taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes of the membership shall constitute a quorum. If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual basis.

Section 7. Date of Commencement of Annual Assessments Due Date. The annual assessments provided for herein shall commence as to all lots on the first day of January following the purchase of the property by an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of that annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 8. Effect of Nonpayment of Assessments / Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear a Five Dollar (\$5.00) late fee per month. The Association may bring an action at law against the Owner, place a lien on the property, and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his lot or otherwise.

Section 9. Subordination of the Lien to Mortgages. The lien of the mortgage, sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof; shall not extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Additional Rules and Regulations

Section 1. Each Owner subject to these restrictions shall provide space for the off-street parking of automobiles prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards. No passenger vehicles without current registration and license tags will be allowed in the subdivision or on any Owner's lot. Vehicles being repaired outdoors must have work completed within a reasonable time. Visiting guests only may use paved streets or grass for temporary parking of their vehicles. All Owners must park in designated parking areas on their lot. No parking by mailboxes or fire hydrants during yard sales.

Section 2. All residences shall have identical mailboxes. These mailboxes shall be purchased by each homeowner and maintained at all times in a good state of repair. No changes are to be made to the original style, design or color of mailbox or post. Adcraft Signs (864. 583.3530) is the business where new mailboxes or paint can be purchased.

Section 3. Rules and Regulations. The Board may from time to time adopt, amend, and repeal and enforce reasonable rules and regulations governing the use and operation of the Project to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation and the Declaration of the By-laws. The members shall be provided by the Board with copies of all amendments and revisions thereof.

Section 4. Contact Information. Homeowners are required to keep up-to-date contact information on file with the Homeowners Association, hereafter "HOA" (through our current Management Firm). A current mailing address and current phone number are required for each owner; an alternate phone number and email address are also requested. The Board, Management Firm, and homeowners shall, to the extent allowed by law, maintain the confidentiality of all contact information and at NO time shall the Board, Management Firm, or homeowners be permitted to sell, distribute, or otherwise make contact information available to marketers or similar business. As a cost saving measure, our Newsletter may be distributed electronically in the future.

In cases where the Owner does not reside at the property, the name and contact number of the current resident (renter or otherwise) is also to be provided and kept up-to-date with the HOA (through our current Management Firm).

Section 5. Lease/Rental of Residence. In the event a homeowner rents (or has rented) their house to another party, the homeowner(s) is/are responsible to see that the residence and tenant(s) remain in compliance with the provisions of the Declaration of Covenants, Conditions, & Restrictions (DoCCR), Bylaws and Rules and Regulations, collectively hereinafter "HOA Documents." It is recommended that all rental agreements require that the tenant(s) shall be subject in all respects to the HOA Documents and that any failure by the tenant(s) to comply with the terms of such documents shall constitute a default under the lease. Homeowners must provide a signed document from the tenant(s) that will occupy the residence, confirming that they are in receipt of and that they understand the HOA Documents and will comply with all aspects of these documents.

Section 6. Basketball Hoop Restrictions. Permanent or portable basketball hoops and courts may be located and used in homeowner's yards or driveways, subject to restrictions described below. The presence of a sloping driveway does not waive or limit this restriction.

- a) Hoops must not be used on or block common areas or streets.
- b) Hoops, players, or balls must not be permitted to damage surrounding landscape, structures, vehicles, or signage in common areas or other owners' property.
- c) For safety reasons, hoops should not be positioned to encourage playing on a street.
- d) Non-portable hoops, like any other exterior change, are subject to advance approval of the Architectural Committee.
- e) Visible hoops (portable or non-portable) must be mechanically sound, clean, and well maintained. Owners may not permit visible hoops to become an unsafe or unsightly nuisance, and the Board in its sole judgment may require the removal of such hoops.

Section 7. Pets. Pets are to be kept on a leash while walking and held on a leash by a person capable of controlling the animal. Pet droppings in the street and neighbors yards are to be picked up immediately and disposed of properly. Damage resulting from the conduct of a pet will be the responsibility of the owner to remedy. Pets should not be left unattended to bark to disturb neighbors.

Section 8. Outdoor Burning and Fireworks. No burning of household garbage or toxic materials is allowed. Burn barrels are not permitted. The burning of leaves is permitted. Care should be taken with the use of fireworks. The Board reserves the right to ban firework displays in the event of a drought as defined by recognized local authorities. Fireworks are not to be used after 10:00 pm. (Exception New Year's Eve/July 4th).

Section 9. Quiet Time/Noise Ordinance. Please be considerate of your neighbors. Quiet time is 10:00 PM to 6:00 AM. During this time, please no loud music, cars or fireworks.

Section 10. Window Air Conditioners. Window Air Conditioners are permitted on garages and windows not located in the front of the house.

Section 11. Trash/Garbage. It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates, or unkempt condition of buildings or grounds on his property, or to permit on grounds on his property, or accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. No loose trash will be permitted to be strewn about the property at any time. Garbage containers must be kept behind the 40 foot setback line except during collection hours. Containers should be put away in a timely manner after collection day.

Section 12. Seasonal Decorations. Please remove seasonal decorations in a timely manner.

Section 13. Complaints. Please submit complaints in writing to the Management Firm.

Violations and Penalties

Notification of Violation-

- a. Level I Violations – Failure to comply with HOA Documents not otherwise noted will be considered Level I Violations. Upon becoming aware of and verifying a Level 1 Violation, the Board or current Management Firm, will notify the homeowner in writing of a Level I Violation, utilizing the contact information on file. The homeowner will have thirty (30) days from the date of the notification letter to remedy the violation. Failure to make reasonable efforts to remedy the violation within this thirty (30) day grace period or repeating the same violation may result in the assessment of penalties as outlined herein.
- b. This document is in no way intended to amend, replace, or supersede DoCCR Section 8 regarding remedies for nonpayment of assessments.

Homeowners shall have the right to make an appeal to the Board within two (2) weeks of notification. The Board shall then make a determination based on the available information and notify the homeowner of its decision.

Assessments of Penalties –

- a. Level 1 Violations – Failure to remedy violations within the thirty (30) days grace period may result in an initial penalty of \$100 per violation or incident thereof. If after an additional twenty-one (21) days the violation(s) have not been remedied, additional fines of up to \$25 per violation or incident thereof per month may accrue until the violation has been resolved.

Penalties are in addition to all expenses of collection (including reasonable attorney's fees). The Board reserves the right to review requests for hardship relief on a case-by-case basis. No guarantee of financial relief or deferment is expressed or implied.

Enforcement of Rules – The By-Laws of our Homeowners Association authorize the Board to adopt and enforce reasonable Rules and Regulations governing the use and operation of the Project and the personal conduct of its members and their guests thereon, and to amend the same from time to time as needed.

Conditions & Restrictions. Likewise the Board (or its assigns) may initiate disciplinary action against any homeowner who is found in violation of the By-Laws or Rules or Regulations. The disciplinary action the Board is authorized to take may include collecting penalties (fines), suspending voting rights and/or in the appropriate circumstances, commencing legal action.

Penalties are due and payable within thirty (30) days of assessment by the Board, or within thirty (30) days of rendering a decision of appeal by the Board, when applicable. Failure by the Association to enforce any covenant, restriction, rule or regulation contained in the HOA Documents shall in no event be deemed a waiver of the right to do so hereafter.

These covenants and restrictions shall continue in full force and effect until September 15, 2027, and shall thereafter be automatically extended for successive periods of ten (10) years each, unless by a duly executed and recorded instrument the then owners of two thirds (2/3) or more of the lots in the development, as shown on the recorded plat, elect to terminate or amend the restrictions in whole or in part.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 12th day of September, 2017. Windermere Homeowner's Association, Inc.

IN THE PRESENCE OF:

Chona Parks
Rhonda S. Mitchell

Toby A. Mercer
Toby A. Mercer, HOA President
President

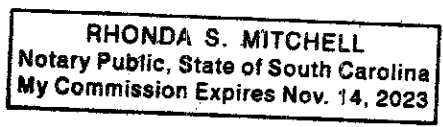
STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named TOBY A. MERCER sign and with Covenants and Restrictions and Seal said Covenants and Restrictions, and as its act and deed, deliver the same and (s)he with the other witness subscribed above witnessed the execution thereof. The subscribing witness is not a party to or beneficiary of the transaction.

Chona Parks

SWORN to before me this 12th day of September, 2017.

Rhonda S. Mitchell (SEAL)
Notary Public for South Carolina
Printed Name of Notary:
My Commission Expires: 11/14/2023



BY-LAWS
OF
WINDERMERE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

Article I. Name, Office, and Stock

Section 1. The name of this Corporation is Windermere Subdivision Homeowners Association, Inc. (the "Corporation").

Section 2. The principal office of the Corporation shall be at the current Management firm.

Section 3. The Corporation shall be a non-profit Corporation and shall issue no stock of ownership.

Article II. Purposes and Objectives

Section 1. The powers of the Corporation are set forth herein in accordance with the provisions of Chapter 31, Title 33 of the South Carolina Code of Laws of 1976.

Section 2. The Corporation is not organized for profit, the insurance of life, health, accident or property insurance, or participation in any political campaign either for or against any candidate for public office.

Section 3. The purposes of the organization include the following: to enforce certain covenants, restrictions and liens of Windermere Subdivision for the benefit of the homeowners therein and to take any and all such other actions necessary to preserve and maintain the integrity of the Windermere Subdivision as the homeowners may direct; to include without limitation, the collection of membership assessments for lighting, maintenance and other subdivision amenities.

Section 4. All provisions of the Covenants and Restrictions (the "Restrictions") of Windermere Subdivision as amended from time to time originally dated November 3, 1997 and recorded in Deed Book 66-U, Page 011, in the Office of the Register of Deeds for Spartanburg County, are incorporated herein by reference and any conflict between the provisions contained in these By-Laws and the provisions specifically included in said Restrictions for Windermere Subdivision shall be resolved by giving precedence and effect to the provisions contained in these By-Laws rather than those conflicting provisions contained in the Restrictions.

Article III. Seal

Section 1. The seal of the Corporation, if any, shall have inscribed on it the name of the Corporation, the year of the incorporation, and the words "non-profit Corporation."

Section 2. The President of the Corporation shall have custody of the seal or the current Management firm.

Section 3. The seal of facsimile may be use by causing it to be impressed, affixed, reproduced, or otherwise as required by the duties of the secretary or as requested by the president or the Board of Directors.

Article IV. Fiscal Year

Section 1. The fiscal year of the Corporation shall begin the first (1st) day of January and end the last day of December of each year.

Article V. Income, Assets, and Property

Section 1. The Corporation shall conduct its business without financial profit to itself or its members.

Section 2. No member, officer, or director of the Corporation shall receive any payment or compensation except as a reasonable allowance for actual expenditures or services rendered on its behalf.

Section 3. The income, assets and property (if any) of the Corporation shall be used at the discretion of the President and Board of Directors solely to serve the stated purposes of the Corporation and without profit to any of its members as such.

Section 4. The net assets of the Corporation, in the event of its liquidation or dissolution, shall be distributed only to such organization or organizations as have substantially the same purpose as Windermere Subdivision Homeowners Association, Inc., or if no such organization exists the net assets shall be distributed prorata among the members of the Corporation on the date of dissolution after satisfying all obligations of the Corporation in accordance with South Carolina law.

Article VI. Membership

Section 1. Membership in the Corporation shall consist of all persons who own real property or an interest in real property located within Windermere Subdivision as shown on a plat of Windermere Subdivision recorded in Plat Book 139, Page 398, in the Office of the Register of Deeds for Spartanburg County; and meet all other lawful qualifications as may be determined from time to time by the Board of Directors consistent with the Restrictions for Windermere Subdivision.

Section 2. Membership in the Corporation shall not be denied to any person because of sex, race, religion or national origin.

Section 3. Membership in the Corporation shall entitle a person to hold elective office and to participate in the Corporation's general meetings and activities.

Article VII. Meetings of Members

Section 1. The general meetings of the members of the Corporation shall be held at a time designated by the President and decided upon by a majority vote of the Board of Directors.

Section 2. Members shall receive at least five (5) days notice of a general meeting stating the place and time it is to be held. Members may waive such notice.

Section 3. Special meetings of the members of the Corporation may be called at any time by the action of the President and Board of Directors upon two (2) days notice to each member. Members may waive such notice.

Section 4. A quorum at the meetings of the Corporation shall consist of the number of members present at a duly called meeting and two (2) officers. The affirmative vote of a majority of members present at a meeting (or by written proxy) and entitled to vote shall be required to approve every proposal submitted at a duly called meeting. Regardless of the number of members who may own an interest in any one (1) lot within Windermere Subdivision, there shall be allowed only one (1) vote per lot.

Section 5. A duly called meeting of the membership shall be required to approve the establishment of a membership assessment, the increase of a membership assessment, the Corporation incurring indebtedness and the amendment or modification of the Restrictions. In such events, the meeting notice shall also include a description of the issues to be submitted to the membership at the meeting for consideration.

Article of VIII. Board of Directors

Section 1. The Board of Directors shall at all times consist of a minimum of three (3) Directors.

Section 2. The Board of Directors shall have full power to govern the affairs and property (if any) of the Corporation subject to the By-Laws and the appropriate provisions of state and federal law.

Section 3. The Board of Directors, pursuant to its powers, may exercise its prerogative to:

a.) determine the location of corporate offices;

b.) adopt, make and use a corporate seal;

- c.) decide questions of membership;
- d.) select or remove the officers and agents of the Corporation;
- e.) appoint committees and appraise their recommendations and actions;
- f.) Make such rules, regulations and decisions as they may deem advisable for the efficient conduct of the Corporation; to include the right to enforce the Restrictions against those members who may be in violation of the same.

Section 4. The Board of Directors shall be composed of the officers of the Corporation, the immediate past President of the Corporation, and such other members as may wish to serve. One (1) non-member of the Corporation may be a director.

Section 5. The term of a member of the Board of Directors shall be for one year, unless sooner removed by vote of the membership.

Section 6. A member of the Board of Directors may be removed from office because of misconduct, dereliction of duty, or failure to maintain membership in the Corporation. Such removal shall be by majority vote of the members present at any regular meeting when written notice specifying the reasons for removal has been sent to the challenged director at least one (1) month in advance.

Article IX. Meetings of the Board

Section 1. Meetings of the Board of Directors shall be held at least annually and preferably during each quarter of the fiscal year at the time designated by the President, subject to the approval of a majority of the members of the Board.

Section 2. Members of the Board of Directors shall be given notice of a regular or special meeting at least three (3) days in advance by the Secretary of the Corporation.

Section 3. Special meetings of the Board of Directors may be called at any time for any reasonable purpose by the President; or, if he is incapacitated or absent from the state, by anyone duly acting in his stead.

Section 4. Meetings of the Board of Directors must have a quorum of one-half of the number of board members in order to conduct business, and each member of the Board shall be entitled to one vote on every proposal submitted for consideration at a meeting. A majority of directors voting at a meeting shall be required to approve any and all proposals submitted for consideration.

Section 5. The President of the Corporation shall preside at meetings of the Board of Directors; or if he is not present, the presiding officer shall be the Secretary or the Vice President respectively.

Article X. Corporate Officers

Section 1. The officers of the Corporation shall be a President, Vice President, and a Secretary and Treasurer and such others as may be determined by the Board of Directors.

Section 2. The officers of the Corporation shall be elected by the Board of Directors and shall serve in succession. One person may hold more than one office.

Section 3. The Board of Directors may remove any officer for misconduct, dereliction of duty, failure to maintain membership in the Corporation, or any other reason which in the opinion of the Board of Directors is sufficient for removal of an officer.

Section 4. A vacancy in any office shall be filled by a majority vote of the Board of Directors at the first regular meeting after it occurs.

Article XI. Duties of Officers

Section 1. The President shall be the chief executive officer of the Corporation. He shall call and preside at meetings of the members and Board of Directors, shall be an ex officio member of all committees, and shall nominate the members and chairmen of such committees for approval by the Board. He shall have the general powers and duties usually vested in the office of The President of a Corporation including responsibility for planning, supervising and directing the program and operations of the Corporation; and he shall have such other powers and duties as may be prescribed by the Board of Directors. He shall to the fullest extent possible share his duties and authorities with the Vice President, but in matters of disagreement the opinion of the President shall prevail.

Section 2. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the latter and shall have such powers and duties as may be prescribed for him by the President or Board of Directors. He shall consult with the President to the fullest extent possible and work with him to carry out such duties and responsibilities as the President requests.

Section 3. The Secretary shall keep minutes of the meetings of the members and Board of Directors and shall have general supervision of the records of the Corporation . He shall serve all notices and make all reports required by law and the By-Laws, and shall sign all papers of the Corporation as he may be authorized or directed to do by the President or Board of Directors. He shall keep a proper membership record showing the name, address, and telephone number of each member of the Corporation and shall perform such other duties as may be required by the President or Board of Directors. He shall turn over to his successor all records and property belonging to the Corporation as he may have in his possession.

Section 4. The Treasurer shall have general supervision of the financial records and transactions of the Corporation. He shall maintain the credit and bank accounts of the Corporation, a regular record of income and expenditures, and a regular record of the

contributions and payment of dues. He shall make a financial report at the regular meetings of the Board of Directors and shall make and maintain a written annual financial report for the Corporation on February 15 of each fiscal year. He shall file or cause to be filed the state and federal tax returns of the Corporation at the appropriate time each year and shall maintain a copy of the tax returns, the Articles of Incorporation, state and federal tax determination letters and postal permits. He shall assure the payment of bills and reimbursements of expenses authorized by the President or the Board of Directors on a regular monthly basis, and shall secure prices and make purchases at the request of the president or Board of Directors. He shall make the necessary applications for grants, and shall assist the President in preparing the budget of the Corporation each year for proposal to the Board of Directors. He shall perform such other duties as may be requested by the president or Board of Directors, and shall turn over to his successor all records and property of the Corporation as he may have in his possession. These duties will be completed by the Management firm if applicable.

Article XII. Limitation of Liability and Indemnification

Section 1. The Corporation, its directors, officers and members shall not be liable to members, property owners, their lessees, invitees and guests, or to any other person or entity for any damage or injury which results from any rule or regulation promulgated pursuant to these By-Laws or the said Restrictions in good faith and with reasonable care. Nor shall they be liable to the aforesaid persons for any personal injury or property damage or other incidental or consequential damages occasioned by any non-negligent act or omission in the inspection, repair or maintenance of any site improvements or portion thereof. The Corporation shall indemnify and hold harmless its agents, officers and directors from all liability, loss, cost, damage and expense, including attorney's fees, arising or growing out of any and all operations and activities of the Corporation.

Article XIII. Amendments

Section 1. The By-Laws of the Corporation may be amended, revised or repealed by a majority vote of the members of the Corporation present at any regular or special meeting duly called for that purpose if notice has been given pursuant to Article VII hereof and the amendments to be considered sent to the members of the Corporation at least ten (10) days in advance.

APPROVED BY THE MEMBERSHIP AT LARGE ON July 31, 2017

Andy A. Mercer ^{Date}
Secretary

**WINDERMERE HOMEOWNER'S ASSOCIATION, INC.
REQUEST FOR BUILDING/LAND CHANGES**

DATE: _____

OWNER'S NAME: _____

ADDRESS: _____

I would like to make the following change (s) to the community property of Windermere:

DETAILED SPECIFICATIONS OF PROPOSED CHANGE (S) - (Included dimensions, roof and roof line, roof vents, gutters, planters, sidewalks, materials to be used, etc. which means any change.)

A Sketch, picture, diagram or blueprint must be attached, all work must conform to the conditions contained in the protective covenants specifically (paragraph 5 and 9).

WORK TO BE PERFORMED BY: _____

1. I accept full responsibility for the proper installation in accord with the description above, and agree not to pay the contractor until work is fully completed and inspected by the Board of Directors and/or the Managing Agent if so designated.
2. **I accept full responsibility for maintenance of this addition to full satisfaction of the Board of Directors for the lifetime of the change.**
3. **In case my property is sold, I agree to notify the purchaser that maintenance of this change will be their responsibility and not that of the Association.**
4. If the Windermere Association Board of Directors determines that this addition has not been constructed according to plans submitted, I agree, if instructed by the Board, to restore the property to its original state at my (owner) expense. I would be offered the opportunity to appear before the Board of Directors prior to such an order.
5. I agree that no work will begin prior to approval by the Board of Directors on this proposed change and that the Board be given a minimum of thirty (30) days to render its decision.
6. Paint color and materials must be checked with Managing Agent to continue the proper color scheme and materials specified by the neighborhood Covenants, Conditions, and Restrictions.
7. If you add a fireplace, the chimney must conform with present ones and a cricket must be properly installed.
8. **I agree that no approved changes will be removed or altered without prior approval by the Board of Directors.**

I AGREE TO ALL OF THE ABOVE.

Owner's Signature

BOARD ACTION:

DATE: _____

APPROVAL: _____

DISAPPROVAL: _____ BY: _____

STATE OF SOUTH CAROLINA) DECLARATION OF COVENANTS,
) CONDITIONS, RESTRICTIONS,
) RESERVATIONS, GRANTS AND
COUNTY OF SPARTANBURG) EASEMENTS FOR THE WINDSOR TOWNES

This Declaration made this 31 day of December, 1985, by
Randy P. Silver (hereinafter referred to as
"Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property legally
described in Section 2.01 of Article II of this Declaration, (herein-
after referred to as "Property"); and

WHEREAS, Declarant is desirous of immediately subjecting the
Property described in Section 2.01 to the covenants, conditions,
restrictions, reservations, grants and easements hereinafter set forth,
each and all of which is and are for the benefit of said Property, and
each owner thereof, and shall inure to the benefit of and pass with said
Property and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that the Property
described in and referred to in Section 2.01 of Article II hereof is,
and shall be held, transferred, conveyed, sold and occupied subject to
the covenants, conditions, restrictions, reservations, grants and
easements (sometimes hereinafter referred to collectively as
"Covenants") hereinafter set forth.

ARTICLE I

GENERAL PURPOSES OF THIS DECLARATION

Declarant contemplates construction on the Property of ap-
proximately five (5) townhouses. The townhouses, together with the
individual lots upon which they are situated (hereinafter referred to as
"Residential Units"), will be sold to individual purchasers (hereinafter
referred to as "Residential Owners") for use as single-family dwellings.
The Property is hereby subject to the Covenants hereby declared to
insure proper use and appropriate development and improvement of every

RECORDED
1985 DEC 31 PM 4:19
SPARTANBURG, S.C.

part thereof; to protect the owner of each individual lot against improper use of any of the other individual lots which may depreciate the value of this Property; to guard against the erection on any of the lots of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said Property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to insure desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of Property and all residents and in general to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.01 The Property which is by this Declaration declared to be held, transferred, sold, conveyed and occupied subject to the Covenants is located in the County of Spartanburg, State of South Carolina, and is more particularly described in Exhibit "A", attached hereto and made a part hereof. Declarant shall prepare or cause to be prepared plats of the property from time to time on which portions of the property to be developed into individual Residential Units and that portion to be developed as streets, utility company rights-of-way, easements and commons shall be designated.

2.02 The Declarant is the owner of additional property adjacent to the property described in Section 2.01 and more fully described in Exhibit B hereto and hereinafter referred to as Phase II. Declarant may, at its sole discretion, from time to time hereafter, annex all or a portion of Phase II to the Property covered by this Declaration and improve same with Residential Units, easements and commons, utility company rights of way and streets and may dedicate portions thereof to the State of South Carolina or any political subdivision thereof.

Declarant is not obligated in any manner pursuant to this Declaration to annex or subject any portion of said Phase II to this Declaration, and said decision shall be at its sole discretion. Inclusion of additional property will increase the total number of Residential Units on the property.

2.03 The Declarant may acquire additional property adjacent to the property described in Sections 2.01 and 2.02 hereinafter referred to as Phase III. Declarant may, at its sole option, from time to time, hereafter add all or portions of Phase III to the property covered by this Declaration and improve same with Residential Units, easements and commons, utility company rights of way and streets, and may dedicate portions thereof to the State of South Carolina or any political subdivision thereof. Declarant is not obligated in any manner pursuant to this Declaration to annex or subject any portion of said Phase III, if acquired by Declarant, to this Declaration and said decision shall be at its sole discretion. Provided, however, that if Declarant does not acquire any property adjacent to the property described in 2.01 and/or 2.02 on or before January 1, 2000, Declarant's option to incorporate said additional property under these restrictions shall expire unless the written permission of a majority of the then Residential Owners is first obtained.

2.04 In the event Declarant elects from time to time to annex and subject all or any portion of Phase II and/or Phase III to the provisions of this Declaration, Declarant shall record a Supplementary Declaration(s), which shall contain but not be limited to the following:

(a) The legal description of the Property which is to become subject to this Declaration;

(b) A delineation of the Property, indicating that portion of the Property which is to be improved with Residential Units and that portion which is to be improved with streets, utility company rights of way, easements and commons.

Upon compliance with this paragraph, all Supplementary Declarations and the Property covered therein, shall be subject to the following terms and conditions:

(a) The rights, easements, covenants, restrictions, burdens, uses and privileges set forth and described herein shall run with and bind the land of such additional portions of the Property or such other real estate and inure to the benefit of and be the personal obligation of the Owners of Residential Units thereon in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Property previously subjected hereto.

(b) Every person or entity who is an Owner of any Residential Unit shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are then Owners of Residential Units.

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the portions of the Property included in any such Supplementary Declaration including any Residential Units situated thereon, and the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

(d) Additional properties so annexed shall be merged with the Property herein described, and any previously annexed property, and shall be subject to the provisions of this Declaration and to the Articles of Incorporation and By-Laws of the Association.

2.05 It is contemplated that, and at Declarant's discretion, Phase II, as described in Exhibit "B" hereto, and Phase III, as it may be constituted, shall be resubdivided prior to further development, for the purpose of designating the particular lots and blocks for construction of Residential Units, and also designating those additional portions of the Property which shall be dedicated to public authority, and this Declaration shall apply to the Residential Units in the same manner as the property initially subject to same.

2.06 Declarant may convey additional real estate, improved or unimproved, located within the properties described in Exhibits A and B which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members as common area.

ARTICLE III

PROVISIONS RELATING TO THE RESIDENTIAL UNITS

3.01 The Property described in Section 2.01 is hereby declared to be subject to the Covenants, set forth in this Declaration, to be and remain in effect until such time as amended, modified or revoked in accordance with the provisions of this Declaration.

3.02 No construction of a Residential Unit, nor any other improvement, fence or other structure shall be commenced, executed, installed or maintained upon the Property until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Association so as to preserve harmony of exterior design and location in relation to surrounding structures and topography. It is not anticipated that fences or outbuildings will generally be approved. The Residential Owner shall bear the burden of proof that plans have been submitted to the Association. In the event plans have not been approved or disapproved in writing by the Association within sixty (60) days after said plans have been submitted to it, the plans shall be deemed to have been approved.

The Association shall have the right, at their election, to enter upon any lot during construction, erection or installation of improvements or alterations to inspect the work being undertaken in order to determine that such work is being performed in conformity with approved plans and specifications and in a good and workmanlike manner, utilizing approved methods and good quality materials.

3.03 From and after the completion of the construction of each Residential Unit and the delivery thereof to its initial Residential Owner there shall be no alterations, changes, additions or deletions to the Residential Unit or the Property unless approved by the Association, or deletions to or from said Residential Unit of any nature which will be visible from the exterior of the Residential Unit or which will, or may, adversely affect any other Residential Unit, as, for example, impairment of strength of any foundations, increase of sound transmis-

sion between units, or otherwise. Submission of plans and approval shall operate as set forth in 3.02 above.

3.04 There shall be no change in any exterior color of any Residential Unit from the color scheme then in effect throughout the Property, except in connection with a general change in such color scheme under the direction or with the approval of the Association.

3.05 From and after the completion of the construction of each Residential Unit and the delivery thereof to its initial Residential Owner, no trade or business shall be carried on within any Residential Unit (other than designations, in such styles and materials as the Association shall by regulation approve, of street addresses and names of Residential Owners) except that Residential Owners desiring to offer Residential Units for rent or sale have the right to place upon the Residential Unit concerned such "for rent" or "for sale" signs as the Association may approve provided, however, that nothing herein shall prevent builders of The Windsor Townes townhouses from using any unit as a model or sales office even though not owned by Declarant or from using such other signs as Declarant may deem appropriate in the development of the Property or Phases II and III.

3.06 No domestic or other animals of any kind shall be kept or maintained within any Residential Unit, except for such birds, dogs, cats, ornamental fish and other household pets as may be permitted by regulations adopted by the Association from time to time. In any event all pets, while outside a Residential Unit, shall be kept on a leash or other proper restraint and shall at all times while outside be accompanied by the Owner or the Owner's agent.

3.07 Laundry, bedding and the like shall not be hung out to dry in any position in which it is visible from the exterior of any Residential Unit. No vehicles, bicycles, carriages, or other articles shall be outside the Residential Unit except when in use and except for automobiles parked in areas designated therefor.

3.08 Exterior television antennae and other electronic equipment

shall be permitted only to the extent permitted by the Association from time to time, it being expressly understood that the Association is hereby granted and shall have power to entirely prohibit the installation or continuation thereof, if the Association shall provide for master television antennae, cable television, or other equipment for the use of the owners of the Residential Units in lieu of any such prohibited equipment.

3.09 No noxious or offensive activity shall be carried on upon any Residential Unit, nor shall anything be done thereon which may be or become an annoyance or nuisance as determined by the Association.

3.10 No trailer, boat, motor home, tent or shack may be erected or placed on any Residential Unit or street whether temporary or permanent. A parking place for the above may be designated by the Declarant.

3.11 Each Residential Unit is hereby declared to be subject to an easement and right to, and in favor of the Association and each and all of its employees, agents and instrumentalities to go upon such Residential Unit for reasonable inspection thereof from time to time and for the purpose of carrying out any and all of the obligations and functions with respect to such Residential Unit as are herein imposed upon or permitted to the Association, expressly including, without limitation, the maintenance, repair and replacement of any and all of the facilities for the supply of utilities and other facilities, apparatus and equipment serving said Residential Unit and/or other Residential Units. Each Residential Unit is further declared to be subject to an easement in favor of any adjoining Residential Unit to the extent necessary to permit the maintenance, supply, repair and servicing of utility services to the various Residential Units and the repair or reconstruction thereof in the event of damage or destruction. Except in the event of an emergency, the exercise of such easement rights shall require 24 hours' notice to the Unit Owner involved.

ARTICLE IV

FORMATION OF ASSOCIATION

4.01 In order to carry out the intents and purposes hereof, a South Carolina non-profit corporation (hereinabove and hereinafter

referred to as the "Association") may be formed and conducted as hereinafter set forth, for the benefit of the Residential Owners and to be known as Windsor Townes Property Owner's Association, Inc. The Association may be formed by Declarant at such time as shall be deemed appropriate by it not later than the time at which all of the Residential Units shall have been sold to Residential Owners, and if Declarant shall fail so to do by such time, then the Association may be formed at any time thereafter by action of any one or more of the Residential Owners. Regardless of when or by whom formed, the Association and its Articles of Incorporation and By-Laws shall conform to the provisions of this Article IV.

4.02 The record Owner, or Owners collectively, (including contract sellers), of a fee simple title to any Residential Unit shall be a member of the Association, and shall be entitled to cast upon all matters upon which the members shall be entitled to vote, one vote for each Residential Unit, provided, however, that the Declarant or its agent shall be entitled to three (3) votes for each such Residential Unit owned by it instead of one (1) vote. Upon sale or other transfer of any ownership interest in any Residential Unit, the ownership of the membership in such Residential Unit, the ownership of the membership in the Association and the said power to vote shall be deemed for all purposes as having been transferred to the person or other entity having acquired such ownership interest in proportion thereto. Each Residential Owner shall in advance of a meeting of the members of the Association designate in writing the particular individual who shall have the right to cast the vote on behalf of such Residential Unit.

4.03 The property shall be subdivided into approximately five (5) individual units. For purposes of this Declaration, the Declarant is deemed to be the owner of five (5) Residential Units as of the recordation hereof. The number of units owned by Declarant shall be increased in the event that the property is ultimately subdivided into more than five (5) Residential Units. The number of Residential

Units owned by Declarant shall be reduced by one for each Residential Unit conveyed to each individual Residential Owner. In the event that all or portions of Phase II and/or Phase III are incorporated hereunder as provided in Article 2.02 through 2.05, inclusive, Declarant shall indicate upon the recorded supplemental declaration(s) specified in 2.04 the approximate number of residential units which will form the addition. As of the date of the recordation of the supplemental declaration(s), the Declarant shall be deemed to be the owner of the number of residential units stated in said supplemental declaration.

4.04 The provisions of Section 4.02 hereof shall be mandatory. No owner of any interest in any Residential Unit shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

4.05 The purpose of the Association shall be to perform all the functions provided in this Declaration to be performed by the Association and the Association shall have and possess all such powers as shall be necessary or appropriate for the accomplishment thereof.

4.06 The Association shall have a board of not less than three (3) Directors who shall be elected by the members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in said Board occurring between regularly scheduled meetings of the members may be filled by the Board of Directors if so provided by the corporate charter or By-Laws. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board of Directors and who shall manage and conduct the affairs of the Association under the direction of the Board of Directors. Except as expressly otherwise provided by the charter or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board of Directors from time to time and its officers

under the direction of said Board, and shall not be subject to any requirement or approval on the part of its members.

4.07 The making of changes or amendments in this Declaration or in the covenants, conditions, restrictions, reservations, grants and easements herein set forth, and the amendment, modification and revocation thereof, all pursuant to the powers so to do granted or reserved to the Association in and by this Declaration, shall be done by the Association only upon recommendation of its Board of Directors with the approval by affirmative vote of not less than two-thirds (2/3) of the members entitled to vote upon such matter. Provided, however, that no such amendments, modifications or revocations shall be effective without the written approval of Declarant until Declarant has divested itself of ownership of all property in Phase I, Phase II, and Phase III of this Declaration or January 1, 2000, whichever occurs first. Provided further, that supplemental Declarations of the type as contemplated in Article II, Section 2.04, may be made by Declarant without recommendation of the Board of Directors or any vote of the Association.

4.08 The Association shall not distribute to its members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next annual assessment may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required, but such reinstatement or increase shall not be retroactive.

4.09 Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board of Directors shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board of Directors shall determine from time

to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association itself shall also have power to perform its functions and carry out its duties, but shall do so only to the extent and so long as the performance pursuant to agreements as aforesaid shall not be reasonably feasible.

4.10 The Declarant may, at Declarant's option, specify certain portions of the Property or Phase II or Phase III to remain as open or green spaces (hereinafter referred to as Commons). If Declarant makes said election, the Association shall take legal title to said Commons (subject only to current year taxes and ordinary utility company easements or rights of way) and perform all maintenance on same. In any event, the Association shall not be required to receive title until such time as it has been incorporated as a South Carolina corporation and its charter issued by the Secretary of State of South Carolina.

ARTICLE V

ASSESSMENTS FOR COMMON EXPENSES

5.01 Declarant, as initial owner of each Residential Unit now existing or to exist by way of subdivision of Phase II and/or Phase III, hereby imposes upon each Residential Unit an obligation to pay annual or special assessments from time to time as assessed by the Board. Each subsequent Order of any by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) annual assessment or charges, and (2) special assessment for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Residential Unit and the Owner thereof from time to time. Said lien shall be subordinate only to: (1) ad valorem tax liens on the lot and improvements in favor of any governmental assessing unit, and (2) a first mortgage encumbering the Residential Unit. Upon receipt of sufficient consideration, the

Association may, but is not obligated to, execute documents to effect a further subordination of such lien at the request of the Owner. Provided, however, that the further subordination of such lien shall not be unreasonably withheld by the Association if, at the time of an Owner's request for further subordination, (1) the Owner's payment history of the assessment created by Section 6.01 is satisfactory to the Association in its sole discretion; and (2) the payment by the Owner of all assessments created hereby is current. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Residential Unit at the time when the assessment fell due and the joint and several obligation of such Owner and his successors in title, except a purchaser at a foreclosure sale, in which event the delinquent assessments shall be paid equally by the remaining Residential Owners to the extent they are uncollectible from the prior Owner or Owners. The Association shall promptly provide any Residential Owner, upon written request, a written statement of all unpaid sums assessed or imposed upon such Residential Owner pursuant to this Declaration. Any bona fide purchaser or mortgagee relying upon such a statement shall not be liable for, nor shall the Residential Unit involved be subject to, a lien for any amount in excess of that contained in the statement; provided, however, a Residential Owner owing an amount in excess of that so stated shall not thereby be relieved of the obligation to pay the same.

5.02 The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Residential Owners; the administration, acquisition, improvement, management, maintenance and care of properties, services and facilities devoted to that purpose, including but not limited to, the cost of utilities, street lights, entrance sign lights, repairs, replacements, additions, the cost of labor, equipment, materials, management, and maintenance of all items to be maintained by the Association; the payment of any taxes assessed against any property owned by the Association; the payment of

charges for garbage service, water and sewer services rendered to the Common Area (if any); the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

5.03 For the first calendar year or portion thereof the annual assessment shall be \$_____ per Residential Unit and may be increased by the Board each year up to ten (10) percent of the previous year's assessment or \$5.00, whichever is greater, without approval of the Owners. Annual assessment may be increased or decreased by vote of two-thirds (2/3) of the Association members. The Board shall each year prepare or cause to be prepared an annual budget showing the services furnished by the Association, the costs therefore, and revenues and their source.

5.04 In addition to the annual assessments authorized above, the Board may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the property, or the repair or maintenance (not necessitated by casualty loss) of other items to be maintained by the Association including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Residential Unit Owners' votes cast in person or by proxy at the meeting duly called for this purpose.

5.05 Written notice of any meeting called for the purpose of taking any action authorized under Section 5.03 and 5.04 shall be sent to all Owners not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At such meeting called, the presence of Owners or of proxies entitled to cast two thirds (2/3) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the preceding meeting.

5.06 Except as hereinafter provided in Section 5.07, all annual assessments shall be fixed at a uniform rate for all Residential Units

and shall be collected on an annual basis or any other basis approved by the Board of Directors.

5.07 Declarant is the initial Owner of each Residential Unit and as such shall be entitled to exercise all rights, and shall be burdened with all obligations, of an Owner appurtenant thereto until such time as Declarant has conveyed title to such Residential Unit to another person. It is anticipated that Residential Units owned by the Declarant for sale to subsequent purchasers will not be furnished all of the services available to Residential Units which have been acquired by other Owners. Residential Units owned by the Declarant shall, at the option of Declarant, be exempt from the payment of assessments until sold, rented, or occupied for a residence. Such exemption shall not affect the voting rights of the Declarant as a Residential Unit Owner as provided in Article IV, Section 4.02, thereof.

5.08 The full annual assessment provided for herein shall commence as to any Residential Unit on the day of the initial occupancy of a Residential Unit and such payment shall continue on an annual basis unless abated by the Board as provided in Section 4.08. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and the number of days remaining in the month of initial occupancy. The annual assessments shall be due and payable within thirty (30) days after initial occupancy of the Residential Unit and thereafter on January 1 of each following year.

5.09 Any annual assessment not paid within forty-five (45) days after the due date shall be increased to include a penalty of one (\$1.00) per day from the due date. The Association may bring an action at law against the Owner personally or jointly and severally obligated to the same or foreclose the lien created herein securing the obligation to pay assessments in the same manner and in all respects as though secured by a recorded mortgage as provided by the laws of the State of South Carolina. Penalties, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment.

In addition, all annual or special assessments from the date of default until completion of such foreclosure action shall accrue during the pendency of such action and shall be included in the amount due the Association at the end of the proceeding. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Residential Unit, or vote against any assessment or increase in assessment.

5.10 The Association shall have, and is hereby given, power to require full payment of all sums then due it from any Residential Owner as a condition precedent to the transfer of any interest in the Residential Unit owned by such Residential Owner.

ARTICLE VI

REPAIR, RESTORATION AND REBUILDING, INSURANCE

6.01 In the event the Property or any part thereof or any of the Residential Units thereon shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the owner or owners of the property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction, subject only to the right of the Association (which right is hereby granted to the Association) to authorize and direct such different action as shall be recommended by the Board of Directors and approved by affirmative vote of not less than two-thirds (2/3) of the members entitled to vote, which majority shall include the affirmative vote of all the members whose Residential Units shall have been damaged or destroyed and the holders of first mortgages on any such Residential Units.

6.02 All repairs, restoration or rebuilding pursuant to the provisions of this Article VI shall be carried out under such supervision and direction as the Board of Directors of the Association shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the owner or owners of each

Residential Unit which shall have been damaged or destroyed shall fully cooperate with and abide by all instructions and directions of the Association in connection therewith.

6.03 The Association is hereby given and shall have the right reasonably to approve the architects, contractors and subcontractors to be employed in connection with such repair, restoration or rebuilding; to select a contractor, or contractors, to perform all or various parts of the work to be done upon the various Residential Units which shall have been damaged or destroyed by such casualty or other happening; to coordinate the progress of the work among such various Residential Units; and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.

6.04 In any case in which the owner or owners of the Residential Unit concerned shall fail to carry out and see to the repair, restoration or rebuilding required by the provisions of this Article VI, or shall request the Association to carry out and see to such repair, restoration or rebuilding, and, in any case, where more than one contiguous Residential Unit shall be involved, the Association shall carry out and see to the repair, restoration or rebuilding required by the provisions of this Article VI, provided, however, that to the extent the insurance proceeds referred to in Section 6.05 are insufficient as to any Residential Unit, the particular Residential Owner shall be responsible to the Association for such deficiency, and the Association shall have, and is hereby given, a continuing lien on the Residential Unit for which any such repairs or rebuilding are furnished by the Association in the aggregate amount of (a) the costs thereof, (b) interest at the highest rate permitted by law, but not exceeding fifteen (15%) percent per annum nor less than eight (8%) percent per annum from the date of the Association's payment of such costs, and (c) reasonable attorneys' fees and any court or other costs incurred by the

Association in connection therewith, which lien shall bind such Residential Unit in the hands of such owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such owner does not forthwith fully repay the Association therefor, as aforesaid, such lien may be foreclosed against the Residential Unit by the Association, in the same manner as hereinafter provided in connection with unpaid assessments. The Association's lien in this Section 6.04 provided for shall be subordinate to the lien of any first mortgage made by an institution customarily making first mortgage loans on residences in Spartanburg County, South Carolina, now or hereafter placed upon the Residential Unit.

6.05 Each Residential Owner shall maintain in full force at all times insurance covering the Residential Unit owned by him consisting of, or providing all the protections afforded by, the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to one hundred (100%) percent of the full insurable value thereof, with loss payable on the basis of the cost for replacement without deduction for depreciation. All such insurance shall be issued by companies reasonably acceptable to the Association, shall name the Association as an additional insured and shall provide that all proceeds becoming payable on account of loss of or damage to such Residential Unit shall be payable to or as directed by the Association, subject only to the rights, limited as herein provided, of any mortgagee for value of the premises. The policies themselves or appropriate certificates showing the evidence of such insurance shall be furnished to the Association (and new policies or certificates evidencing the renewal of each expiring policy of insurance shall be furnished to the Association), in each case at least ten (10) days prior to the expiration date of the expiring insurance. The policies or certificates shall contain a provision that prior to cancellation, the Association shall receive at least ten (10) days' written notice thereof. In the event a damaged or destroyed Residential Unit shall not

be repaired, restored, or rebuilt pursuant to a decision not to repair, restore or rebuild as provided in Section 6.01, the proceeds of such insurance shall be payable to such Residential Owner, or the mortgagee of his Residential Unit as provided in Section 6.12.

6.06 The Association and its officers, directors, employees, agents and representatives shall have no liability to any Residential Owner for damage to or loss of either the Residential Unit of such Residential Owner or any personal property of said Residential Owner. Each insurer of any of said Residential Owner's interest in said Residential unit or personal property shall be bound by the provisions of this Section 6.06 and shall, by appropriate provision in each policy of insurance concerned, waive its rights of subrogation against the Association and its officers, directors, employees, agents and representatives.

6.07 The failure by any Residential Owner to carry, maintain, or renew any insurance required by this Article VI shall give the Association the right (but not the duty) to proceed to obtain such insurance or lesser coverage as it may deem advisable, and the cost thereof shall be due to the Association from the owner of the Residential Unit so insured forthwith upon demand, and such cost shall be collectible in the same manner as assessments described in Section 5.09.

6.08 In the event that the Association finds it possible from time to time to effect broader or better coverage without increase in aggregate cost, or equivalent coverage at lesser cost, by the obtaining of a blanket policy or policies of insurance upon all the Residential Units in the Property, the Association shall have and is hereby granted power so to do at the election of its Board of Directors, subject to the consent of the various first mortgage holders on the Residential Units; and each Residential Owner shall accept and pay a proportionate share of the cost of such insurance, whether by regular assessment or otherwise, in lieu of providing and paying for the individual policies of insurance

hereinabove provided for.

6.09 In any case in which insurance proceeds shall not be paid or payable on account of any damage to or destruction of any Residential Unit or shall be inadequate to fully cover the cost of repair, restoration or rebuilding which the Association is, by the provisions of this Article VI, required to carry out, the cost of such repair, restoration or rebuilding in excess of the amount of insurance proceeds available shall be borne and paid for by the Association, but without diminishing or in any way affecting any rights of recovery thereof which the Association may have by law against any person or persons who shall be directly or indirectly responsible for damage or destruction by reason of any negligent or wrongful act or omission or against any Residential Owner for his failure to maintain insurance coverage in accordance with Section 6.05.

6.10 Notwithstanding anything to the contrary herein contained the obligations of the Association under the provisions of Article VI shall be limited to the restoration and repair to or for so much of the Residential Units as constitutes structural improvement upon the real estate, and the Association shall not be responsible for repair, restoration or replacement of any personal property of the Residential Owners or others which, although situated in, on or about the Residential Units, shall not be attached thereto so as to form an affixed part thereof.

6.11 The Association may, but shall not be required to, obtain and maintain additional insurance as its Board of Directors shall from time to time deem prudent with respect to damage to or destruction of any property which is the responsibility of the Association to maintain, or of any or all of the Residential Units, from any cause not covered by the insurance hereinabove described, and may also obtain such other kinds of insurance protection against such other matters or happenings as its Board of Directors shall from time to time deem prudent. Provided, the Association shall maintain legal liability insurance in such

amounts as the Board of Directors shall elect and the Association may maintain fidelity bonds on all officers and/or directors who shall have charge or control over the collection and disbursement of Association funds.

6.12 Notwithstanding the foregoing, to the extent required by the terms of any mortgage for value of any part of the Property, the proceeds of any insurance becoming payable on account of any loss of, or damage to, the part of the Property so mortgaged shall be paid first to such mortgagee to the extent of its interest; provided, however, that such mortgagee shall cause or permit all such proceeds received by it to be applied upon the cost of repair, restoration or rebuilding of such loss or damage, and shall not apply or seek to apply such proceeds to reduce such mortgage, except for any excess of such proceeds over the full cost of such repair or restoration, unless it shall be determined in accordance with the provisions of this Declaration that such loss or damage is not to be rebuilt or restored.

ARTICLE VII

INTERIM PROCEDURE

7.01 Until each of the various Residential Units shall have been conveyed by the Declarant to the first Residential Owner thereof the Declarant shall, with respect to each such unsold Residential Unit, have all the rights granted to the Residential Owners including, without limitation, the right to cast upon all matters upon which the members are entitled to vote, three (3) votes for each such Residential Unit.

7.02 Until the Association shall have been organized and shall have assumed its duties and powers, the Declarant shall have all the rights, powers, duties and obligations herein granted to, or imposed upon, the Association and shall be authorized and empowered to take all such actions as the Board of Directors, officers or members of the Association would have been authorized and empowered to take if the Association had then been formed.

7.03 The powers granted to the Declarant by Section 7.02 hereof

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shall include, without limitation, the power to assess upon and collect from the individual Residential Owners their respective assessments required for the carrying out of all the duties and obligations of the Association, except that the Declarant shall not obtain by means of any such assessment, reimbursement for any of the costs of the construction of any of the Residential Units or of the original improvements to or of the Commons (if any), it being the obligation of the Declarant to provide said initial construction at its cost.

ARTICLE VIII

ENCROACHMENTS

8.01 In the matter of the construction and completion of each Residential Unit, certain eaves, roof overhangs, brick veneer or other wooden siding or other building material that may be attached to the structural walls or utility meters or footings or walls or fences, etc. will or may encroach over onto either the air space or the real estate of the adjoining or contiguous Residential Unit and lot improvements. There is hereby created on each of said Residential Units so affected an easement three (3) feet in width for said encroachments or overhangs created by said construction. In addition, if any such encroachment shall occur hereafter as a result of settling or shifting of improvements upon a Residential Unit, a valid easement shall exist for each encroachment. In addition to the valid easements for each of said encroachments or overhangs, there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any Residential Unit is totally or partially destroyed and then rebuilt, the Owners of the Residential Units so affected agree that said encroachments and easements shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist.

8.02 All of the property, including Residential Units, shall be subject to a perpetual non-exclusive easement or easements in favor of all Residential Owners for their use and the use of their immediate families, guests, invitees, tenants or lessees for ingress and egress and

regress and to such easements as shown on the recorded plat of the property or for water lines, telephone and electric power lines, television antenna lines, cable television lines and other public utilities as shall be established prior to subjecting the property to this Declaration by the Declarant or its predecessors in title and for the use of the owner, their families, guests and tenants.

8.03 Every portion of a Residential Unit which contributes to the structural support of the adjoining Residential Unit shall be burdened with an easement of structural support for the benefit of all other adjoining Residential Units.

8.04 Every Residential Unit shall be subject to an easement for entry by the Association for the purpose of correcting, repairing or alleviating any emergency condition which arises upon any lot or within any Residential Unit that endangers any adjoining Residential Unit.

8.05 Every Residential Unit shall have frontage on a public street or road and access to the rear for ingress and egress over either Association property as may be designated on recorded plats (the use and benefits of which shall be enjoyed by all Residential Owners) or easements for ingress and egress as may be designated on recorded plats (the use and benefit of which shall be enjoyed only by those Residential Owners whose property abuts and is served by such easements).

8.06 Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Residential Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the roads and the common area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of such residences, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant as models and sales

offices. This section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this paragraph shall terminate upon the earlier of (a) January 1, 2005, or (b) upon the Declarant recording a written statement that all sales activities has ceased.

8.07 Ownership of each lot shall entitle the owner or owners thereof to the use of two (2) automobile parking spaces, which shall be as near and convenient to said Residential Unit as reasonably possible together with the right of ingress and egress in and upon said parking area.

ARTICLE IX

OBLIGATIONS OF RESIDENTIAL OWNERS

9.01 Each Residential Owner, by acceptance of his deed, covenants with all other Residential Owners to keep his Residential Unit in a good state of maintenance and repair including without limitation: painting and tuck painting thereof at such intervals as shall be prudent, repair or replace all building material on the exterior of such Residential Unit as the need arises due to ordinary wear and tear, maintain and repair the grounds and landscaping of the Residential Unit.

9.02 Notwithstanding anything to the contrary in this Declaration contained, if the Association shall incur any cost or expense for or on account of any item of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any Residential Owner or of any agent, employee or invitee of any Residential Owner, or failure of the Residential Owner to conform with the provisions of Section 9.01 above, such cost or expense shall not be borne by the Association, but by such Residential Owner, and if paid out by the Association, shall be paid or reimbursed to the Association by such Owner forthwith upon the Association's demand and shall be collectible in the same manner as assessments. Prior to undertaking any maintenance upon any Residential Unit the Association shall provide the Residential Owner fifteen (15) days notice, as

provided herein, to perform the required maintenance or repair. If, after fifteen (15) days notice, corrective measures have not been taken by the Owner, the Association may enter the Residential Unit to perform said maintenance and collect the costs therefore as aforesaid. An easement to each Residential Unit is hereby granted to the Association to enter the Residential Unit and perform the necessary maintenance or repair.

9.03 By reason of the nature of the community herein contemplated, any violation on the part of any Residential Owner of any of the terms and conditions of this Declaration to be kept, observed or performed by the Association pursuant to the authority herein granted to it so to do, will or is likely to result in damages which are irreparable or impossible to ascertain. Therefore, the Association or any owner of a Residential Unit shall have and is hereby granted the right to prevent any such threatened violation on the part of any Residential Owner, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings. In addition, the Board of Directors of the Association may restrict or entirely suspend for such period or periods as the Board of Directors of the Association may from time to time determine the use by the offending person of any facility or service, the use of which has been abused.

9.04 The various rights and remedies herein granted to the Association shall be in addition to all other rights and remedies which may be available and in addition to each other. All the rights and remedies available to the Association may be exercised either concurrently or consecutively, or partly concurrently and partly consecutively as the Association may from time to time elect, and as often as the Association may elect.

9.05 The failure of the Association or any Residential Unit Owner to seek redress for any violation, or to enforce any term or provision of this Declaration or of any rule or regulation issued hereunder or pursuant hereto, shall not be deemed a waiver of any such

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right of redress or enforcement, either as to any subsequent violation of a similar or other nature or as to any further continuation of any violation.

ARTICLE X

AMENDMENTS AND ADDITIONAL RULES

10.01 The Association shall have, and is hereby granted, the power to amend, modify and otherwise alter this Declaration and each and all of the terms and provisions hereof and each and all of the covenants, conditions, restrictions, reservations, grants and easements herein contained, at any time and from time to time, by action recommended by its Board of Directors and approved by the affirmative vote of two-thirds (2/3) of its then members subject to the limitation that such action shall not cause the Property or any part thereof to be in non-compliance with any zoning ordinance or other applicable law or governmental regulation. Provided, however, that Declarant may amend, modify, or revoke this Declaration at any time prior to the conveyance of a Residential Unit to the first Residential Owner. Provided, further that supplemental Declarations of the type as contemplated in Article II, Section 2.04 may be made without recommendation of the Board of Directors or a vote of the Association.

10.02 Any action taken pursuant to Section 10.01 hereof shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument, but not earlier than the date on which such instrument shall be filed for record in the Office of the Register of Mesne Conveyances for Spartanburg County, South Carolina.

10.03 The Association shall have, and is hereby granted, the power to adopt, amend, modify and otherwise alter and enforce additional rules and regulations bearing upon the use and the manner of occupancy and maintenance of the Property, including the Residential Units, or any party thereof at any time and from time to time by action recommended by its Board of Directors subject only to the limitations that any such

11051 X 111431

action bearing upon Residential Units shall be applied uniformly to all the Residential Units, and that such action shall not cause the Property or any part thereof to be in non-compliance with any zoning ordinance or other applicable governmental law or regulation. Provided, however, that said adoption, amendment, modification or other alteration of any additional rules or regulations shall not conflict with this Declaration.

10.04 Any additional rules or regulations adopted by the Association pursuant to the authority granted to it in Section 10.03 hereof or any amendment or modification of any such additional rules or regulations shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument, but not earlier than the date upon which such instrument shall be filed for record in the office of the Register of Mesne Conveyance of Spartanburg County, South Carolina, if such recording shall be elected, and otherwise shall be effective as to each Residential Owner not earlier than the date upon which a full, true and complete copy of such instrument shall be transmitted to him in the manner herein provided for the service of notice upon him.

10.05 Whenever the Association shall cause any instrument to be placed on record in order to render effective any action taken pursuant to Sections 10.02 and 10.03 hereof, it shall be the duty of the Association to transmit a full, true and complete copy of such instrument to each Residential Owner promptly; provided, however, that failure so to do shall not invalidate or delay the effective date of any action effectuated by such instrument.

ARTICLE XI

MISCELLANEOUS

11.01 If any part of the Property, including one or more Residential Units shall be taken by one or more concurrent condemnation proceedings, the entire net proceeds of such taking or takings, shall be

divided equitably among, and retained by, the owners of the Residential Units wholly or partially taken in condemnation proceedings, subject to the rights of any first mortgagee thereto.

11.02 Any notice to be given hereunder shall be deemed to have been properly served in the following manner respectively: (a) in the case of a Residential Owner if delivered personally to him or to a member of his household of the age of more than fifteen (15) years, or when placed in the United States Mail, first class and registered postage fully prepaid, addressed to him at his most recent address as shown on the records of the Association (or the Declarant prior to the organization of the Association); (b) in the case of the Declarant upon delivery to Declarant at its usual place of business in an envelope marked to refer to Declarant by name, provided that no notice shall be in any event binding upon Declarant until actually received by it; (c) in the case of the Association, upon delivery to its president, its secretary, or its registered agent in person or when placed in the United States Mail, first class and registered postage fully prepaid, addressed to the Association in care of its then Registered Agent at its then Registered Office.

11.03 If any covenant, condition, restriction, reservation, grant, easement, rule or regulation contained in this Declaration, or any rule or regulation issued hereunder, shall be or be held to be invalid, the remainder of this Declaration and the remainder of such rules and regulations shall not be invalidated or terminated thereby but shall remain in full force and effect to all intents and purposes as though such invalid covenant, condition, restriction, reservation, grant, easement, rule or regulation had not been included herein.

11.04 All the covenants, conditions, restrictions, reservations, grants and easements herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns

with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof.

11.05 The divisions of this Declaration into Articles, and the Article and Section numbers and headings are for convenience only and the validity and enforceability of any portion of this Declaration shall not be affected or called into question by reason of the position thereof in this Declaration or the captions or Article headings pertaining thereto.

11.06 The covenants, conditions, restrictions, reservations, grants and easements of this Declaration shall run with the land and be binding on all parties and all persons claiming under them until the first day of January, 2005, and shall thereafter automatically be renewed for successive ten (10) year periods unless terminated or otherwise modified by two-thirds (2/3) of the then Owners in the same method as provided for amendments herein.

ARTICLE XII

RIGHTS OF FIRST MORTGAGE

12.01 The following sections, in addition to sections set forth elsewhere in this Declaration, shall be applicable to the holders of first mortgages and other parties as may be indicated, upon the individual Residential Units subject to this Declaration and any amendments thereto.

12.02 This Declaration and other constituent documents create a fee simple townhouse community, hereinafter referred to as "Community".

12.03 Any first mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

12.04 Unless at least two-thirds (2/3) of the first mortgagees consent in writing (based upon one vote for each first mortgage owned), the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property (if any) owned, directly or indirectly, by such Association for the benefit of the Residential Units in the Community (the granting of easements for other public purposes consistent with the intended use of such common property by the Community shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Residential Unit and/or Owner;

(c) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, or the maintenance of the fence or the upkeep of the lawns and plantings in the Community;

(d) use hazard insurance proceeds for losses to any Community common property (if any) for other than the repair, replacement or reconstruction of such common property (if any).

12.05 The Association is required to make available to Residential Owners and First Mortgage Holders, for value, and to insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

12.06 Any holder of a first mortgage is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

12.07 Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Residential Unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

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(a) Any condemnation or casualty loss that affects either a material portion of the project or the Residential Unit securing its mortgage.

(b) Any forty (40) day delinquency in the payment of assessments or charges owned by the owner or any lot on which it holds the mortgage.

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specific percentage of mortgage holders.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 31 day of December, 1985.

WITNESSES:

Donal B. Williams
Donald B. Williams

Randy P. Silver (SEAL)
Randy P. Silver

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

)
) PROBATE

Personally appeared before me the first witness whose name is subscribed above, who on oath states that (s)he saw the within named Randy P. Silver sign, seal and as his act and deed, deliver the within Declaration of Easements, Covenants, Conditions, Rights and Restrictions, and that (s)he with the second witness, whose name is subscribed above, witnessed the execution thereof.

Donal B. Williams
Donal B. Williams

Sworn to before me this 31
day of Dec, 1985

Donal B. Williams (SEAL)

Notary Public for S. C.

My commission expires: 3-3-92

PLAT 51-X PAGE 436

EXHIBIT "A"

All those certain lots, pieces or parcels of land located in the County of Spartanburg, State of South Carolina, being shown and designated as Lot Nos. 11-15, inclusive, containing .23 acres, more or less, and known as The Windsor Townes, being shown and designated on a plat of survey for Randy P. Silver, prepared by Archie S. Deaton & Associates, Surveyors, dated October 16, 1985, a copy of which is recorded of even date herewith in the RMC Office for Spartanburg County to which plat reference is made for a more perfect description.

DEED 51 X PAGE 437

EXHIBIT "B"

All that certain lot, piece or parcel of land in the County of Spartanburg, State of South Carolina, shown and designated as a tract containing 2.50 acres, more or less, on a plat made for Randy P. Silver, dated April 5, 1985, by Wolfe & Huskey, Inc., Engineering & Surveying, recorded in Plat Book 93, Page 978, in the RMC Office for Spartanburg County to which plat reference is made for a more perfect description.

LESS AND EXCEPT:

All those certain lots, pieces or parcels of land located in the County of Spartanburg, State of South Carolina, being shown and designated as Lot Nos. 11-15, inclusive, containing .23 acres, more or less, and known as The Windsor Townes, being shown and designated on a plat of survey for Randy P. Silver, prepared by Archie S. Deaton & Associates, Surveyors, dated October 16, 1985, a copy of which is recorded of even date herewith in the RMC Office for Spartanburg County to which plat reference is made for a more perfect description.

DEED 52-J PAGE 970

RECORDED

1986 JUL -9 PM 12:38

STATE OF SOUTH CAROLINA, R.M.C.)
 SPARTANBURG, S.C.) FIRST AMENDMENT TO
 COUNTY OF SPARTANBURG) DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS
) OF THE WINDSOR TOWNES

THIS FIRST AMENDMENT made on the date hereinafter set forth by Randy P. Silver, hereinafter referred to as "Declarant",

WHEREAS, Declarant is the owner of certain property in Spartanburg County, State of South Carolina, which is described as follows:

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Spartanburg, on the East side of the intersection of Royal Oak Drive, Stafford Drive and Twin Drive, shown to contain 0.25 acres, more or less, and being designated as Lots 6 through 10 on a plat entitled "The Windsor Townes, Phase II" prepared by Archie S. Deaton & Associates dated July 1, 1986 and recorded in Plat Book 97 at page 776 in RMC Office for Spartanburg County.

WHEREAS, Declarant desires to annex the above-described property and merge it with the property subject to the provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 51-X at page 406 in the RMC Office for Spartanburg County;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the provisions of said Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 51-X at page 406 in the RMC Office for Spartanburg County, and the same are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 9th day of July, 1986.

Signed, Sealed and Delivered

Melanie K. Bearden
Donald B. Williams

Randy P. Silver (SEAL)
 Randy P. Silver

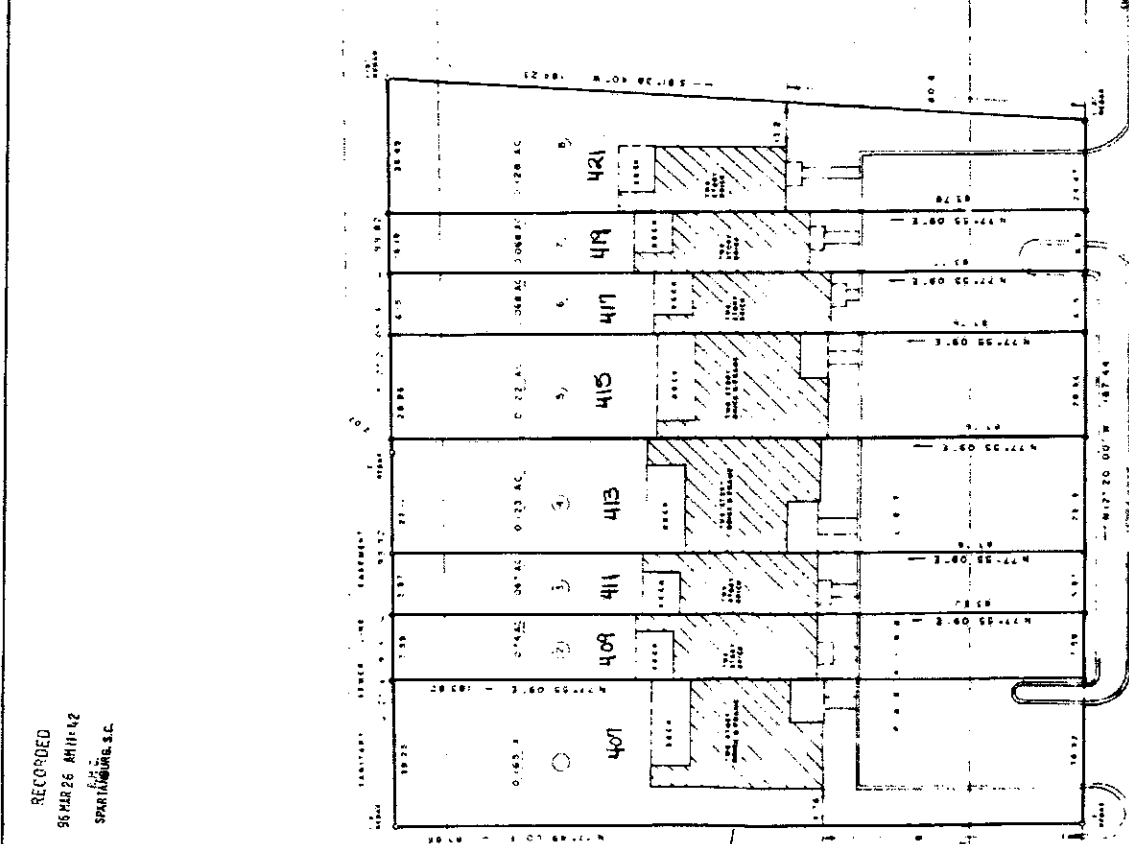
STATE OF SOUTH CAROLINA)
 COUNTY OF SPARTANBURG) PROBATE

Personally appeared the undersigned witness whose name is subscribed above and made oath that (s)he saw the within named Randy P. Silver sign, seal said First Amendment To Declaration Of Covenants, Conditions And Restrictions Of The Windsor Townes, and as his act and deed, deliver the same, and that (s)he with the second witness whose name is subscribed above, witnessed the execution thereof.

Sworn to before me this day of July, 1986.

Melanie K. Bearden

Donald B. Williams (SEAL)
 Notary Public for S. C.
 My commission expires: 3-3-92



RECORDED
56 MAR 26 AM 11:42
SPARTANBURG, S.C.

PLAT-13376039

POWDERHORN SUBDIVISION

WINDSOR TOWNES
PAGE 11

TOTAL AREA OF SECTION 3 IS 128 ACRES

1" = 20'

CERTIFICATE OF ACCURATE SURVEY

THESE LOTS ARE THE BASIS OF REGISTRATION IN THE PUBLIC RECORDS OF THE COUNTY OF SPARTANBURG, SOUTH CAROLINA, AND THE AREA IS SUBJECT TO THE REGISTRATION ACT OF 1904 AS AMENDED BY ACTS OF THE LEGISLATURE OF SOUTH CAROLINA, AND THE SURVEYOR HAS BEEN DULY QUALIFIED BY THE BOARD OF SURVEYORS OF THE STATE OF SOUTH CAROLINA.

ARCHIE S. BEATON
REGISTERED SURVEYOR
FEB 24, 1995

CERTIFICATE OF OWNERSHIP & DEDICATION GRANT

THE UNDERSIGNED, AS OWNER OF THE ABOVE DESCRIBED LOTS, HEREBY GRANTS TO THE PUBLIC RECORDS OF THE COUNTY OF SPARTANBURG, SOUTH CAROLINA, THE RIGHT TO REGISTER THE SAME IN THE PUBLIC RECORDS OF THE COUNTY OF SPARTANBURG, SOUTH CAROLINA, AND THE SURVEYOR HAS BEEN DULY QUALIFIED BY THE BOARD OF SURVEYORS OF THE STATE OF SOUTH CAROLINA.

ARCHIE S. BEATON
REGISTERED SURVEYOR
FEB 24, 1995

CERTIFICATE OF APPROVAL FOR RECORDING

THE UNDERSIGNED, AS REGISTERED SURVEYOR, HAVE REVIEWED THE ABOVE DESCRIBED LOTS AND THE SAME CONFORM TO THE REQUIREMENTS OF THE REGISTRATION ACT OF 1904 AS AMENDED BY ACTS OF THE LEGISLATURE OF SOUTH CAROLINA, AND THE SURVEYOR HAS BEEN DULY QUALIFIED BY THE BOARD OF SURVEYORS OF THE STATE OF SOUTH CAROLINA.

ARCHIE S. BEATON
REGISTERED SURVEYOR
FEB 24, 1995

NAME OF SUBDIVISION
WINDSOR TOWNES

SECTION OR SUB SECTION
SECTION 3

OWNER/DEVELOPERS
P P SILVER CONSTRUCTION, INC
1500 DRAYTON ROAD
SPARTANBURG, S.C. 29108

SURVEYORS ENGINEER
ARCHIE S. BEATON & ASSOCIATES
LAND SURVEYORS
1500 DRAYTON ROAD
SPARTANBURG, S.C.

NUMBER OF LOTS 0.82

DATE OF RECORDING FEB 24, 1995

SCALE
1" = 20'

TO WHOM IT MAY CONCERN: This plat is shown and subject to Spartenburg County Ordinance 1995-10.

THIS PLAT IS SUBJECT TO THE REGISTRATION ACT OF 1904 AS AMENDED BY ACTS OF THE LEGISLATURE OF SOUTH CAROLINA, AND THE SURVEYOR HAS BEEN DULY QUALIFIED BY THE BOARD OF SURVEYORS OF THE STATE OF SOUTH CAROLINA.

MAR 26 1995

SPARTANBURG
29302

Emory Price

Archie S. Beaton