

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR RAVENWOOD SUBDIVISION

THIS DECLARATION is made on this 24th day of January, 1996 by RAVENWOOD, INC., a South Carolina corporation hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, the Declarant is the owner of certain real property in Spartanburg County, South Carolina, described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant desires to create an exclusive planned community known as the Ravenwood Subdivision on the land described in Exhibit "A" and such other land as may be added thereto pursuant to the terms and provisions of this Declaration;

NOW THEREFORE, the Declarant declares that the real property described on the attached Exhibit "A" shall be held, sold and conveyed subject to the restrictions, easements, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot and other portions of the Property in order to maintain within the Property a quality planned community. Such matters shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1. "Additional Land" shall mean and refer to the area shown on Exhibit "B" which may include, but not be limited to, residential property, Common Areas and Recreational Amenities, as described in Section 11.5(b) of this Declaration.

Section 1.2. "Association" shall mean and refer to the Ravenwood Homeowner's Association, Inc., a South Carolina nonprofit corporation established, or to be established, for the purposes set forth herein.

Section 1.3. "Builder" shall mean and refer to Centex Real Estate Corporation, a Nevada corporation, its successors and assigns who is engaged in the business of constructing homes in the Ravenwood Subdivision.

Section 1.4. "Common Areas" shall mean and refer to all real property, including improvements thereto owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is

described as follows: All of that certain land to be designated as "Common Area" or "Amenity Area" as shown on a plat or plats to be prepared from time to time for Ravenwood Subdivision. Common Area shall also mean such property which from time to time is deeded to the Association in fee simple by Declarant.

Section 1.5. "Recreational Amenities" shall mean and refer to one (1) swimming pool, one (1) kiddie pool and one (1) bath house pavilion as well as other beautification or landscaped areas located in proximity to the aforementioned items and benefiting the foregoing listed amenities that are owned and maintained by the Association. The Recreational Amenities shall be located upon Common Areas and included within the general definition of Common Area.

Section 1.6. "Right-of-Way Maintenance Areas" shall mean and refer to the entrance monument located within the median and the right-of-way of Silverbell Road and other areas within the dedicated streets or roads within the Property for which the Association will assume maintenance and beautification responsibilities above and beyond those of Spartanburg County, South Carolina, as more specifically set forth in Section 4.17.

Section 1.7. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Ravenwood Subdivision, and any amendments, annexations and supplements thereto made in accordance with its terms.

Section 1.8. "Declarant" shall mean and refer to Ravenwood, Inc., its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 1.9. "Lot" shall mean and refer to any of the plots of land indicated upon the recorded subdivision map of the Property or any part thereof creating single-family homesites, with the exception of the Common Areas and Recreational Amenities and areas deeded or dedicated to a governmental authority or utility, together with all improvements thereon.

Section 1.10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.11. "Plat" shall mean and refer to the initial Plat of the Ravenwood Subdivision recorded in Plat Book 132, Page 286, in the Office of the RMC for Spartanburg County, South Carolina, as well as any subsequent plat of portions of the Property recorded by Declarant.

Section 1.12. "Property" shall mean and refer to the real property described on the attached Exhibit "A".

Section 1.13. "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

ARTICLE II

PROPERTY RIGHTS

Section 2.1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement in and to the Common Areas and Recreational Amenities and a right and easement of ingress and egress to, from and through said Common Areas and Recreational Amenities, such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to charge reasonable admission and other fees for the use of any Recreational Amenities situated upon the Common Areas.

b. The right of the Association to establish and publish rules and regulations governing the use of the Common Areas and Recreational Amenities affecting the welfare of Association members.

c. The right of the Association to suspend the right of use of the Common Areas and Recreational Amenities and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations or of the covenants and restrictions contained in this Declaration or the Bylaws.

d. The right of the Association, subject to the provisions hereof, to transfer or convey all or any part of the Common Areas or Recreational Amenities, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer.

e. The right of the Association to grant, consent to or join in the grant or conveyance of easements, licenses or rights-of-way in, on or over the Common Area for purposes consistent with the intended use of the Property as a residential community.

f. The rights and reservations of Declarant and Builder set forth in this Declaration.

Section 2.2. Effect of Declaration. Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

Section 2.3. Delegation of Use. Any owner may delegate, in accordance with the ByLaws, his right of enjoyment to the Common Areas and Recreational Amenities to the members of his family, his tenants, or contract purchasers who reside within the Unit.

Section 2.4. Drainage Alteration Prohibited. The surface water drainage contours of each Lot shall conform to the approved grading plan established by the Declarant or Builder. No Owner shall fill or alter any drainage swale established by the Declarant or Builder, nor shall any Owner install landscaping or other improvements that divert surface water runoff from the drainage patterns, swales and easements established by the Declarant or Builder.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS RAVENWOOD HOMEOWNER'S ASSOCIATION, INC.

Section 3.1. Membership. The Declarant and every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from Ownership of any Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

Section 3.2. Voting Rights. The Association shall have two classes of voting membership:

a. Class A. Class A Members shall be all Owners with the exception of Declarant (so long as Declarant is a Class B member) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

b. Class B. The Class B Members shall be the Declarant who shall be entitled to three (3) votes for each unoccupied Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier, the conveyance of the Lot which causes the total votes outstanding in the Class A membership to equal the total votes outstanding in the Class B membership, or ten (10) years after conveyance of the first Lot to a Class A Member. Class B membership shall be reinstated at any time before the expiration of ten (10) years from the date of conveyance of the first Lot if additional Lots owned by Declarant are annexed into the Association in sufficient numbers to restore a ratio of at least one (1) Lot owned by Declarant to each three (3) Lots owned by Owners other than Declarant in the overall area subject to the Association.

c. Suspension. All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to Article IV or for up to sixty (60) days for any other violation or default hereunder or under the Bylaws or Rules and Regulations of the Association.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. Each member is deemed to covenant and agree to pay to the Association: (1) annual assessment charges, and (2) special assessment charges. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and residents in the Properties and for the improvement and maintenance of the Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas.

~~Section 4.3. Basis and Maximum of Annual Assessments for Class A Members.~~ Until January 1st of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment shall be \$240.00 per Lot.

~~(a) From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment may be increased each year ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.~~

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A Member the maximum annual assessment may be increased more than ten percent (10%) above the prior year's maximum by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose. ~~Written notice of such meeting shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.~~ The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as and incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 4.4. Assessments to be Levied by Board. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may levy the annual assessments in accordance with the provisions set forth in Section 4.3 above.

Section 4.5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

a. In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any new construction, reconstruction, repair, replacement or addition of a capital improvement upon any Common Area, Recreational Amenity or Right-of-Way Maintenance Area, including fixtures and personal property related thereto may be assessed. The Association shall not commingle the proceeds of such special assessments with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the improvements in question.

b. The Board of Directors shall determine the necessity and the amount of any special assessment, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for the purpose of approving the special assessments and conducting other business, if any. Written notice of such meeting shall be sent to each member not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

Section 4.6. Declarant Assessment Subsidy. The annual assessment for Lots owned by Declarant shall be one-fourth (1/4) the annual assessment for Lots owned by Class A Members. During the period Declarant owns one (1) or more Lots within the Property and has not relinquished its Declarant status, Declarant hereby covenants and agrees that in the event that the annual maintenance fund revenues are insufficient to pay the operating expenses of the Association, it shall provide the funds necessary to make up the deficit (the "Subsidy"), within thirty (30) days of receipt of request for payment thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their annual maintenance assessments, the Association shall diligently pursue all available remedies against such defaulting Owner or Owners, including the immediate institution of litigation to recover the unpaid assessments, and shall reimburse the Declarant the amounts, if any, so collected. The Subsidy provided for herein, if one is determined by the Board of Directors to be necessary for a year of operation as set forth above, together with interest, costs and reasonable attorneys fees shall be a charge upon the Lots owned by Declarant and shall constitute a lien upon Lots owned by Declarant effective only at the time said lien is recorded. In the alternative, Declarant shall have the right to pay full Class A assessments on its Lots without thereby relinquishing its Class B status and shall then be excused from the payment of any budget deficits or Subsidy.

Section 4.7. Initial Maintenance Fund. Upon the first sale of a Lot to a Class A Member by Declarant, an initial maintenance fund fee equal to three (3) months' estimated regular assessment may be assessed in addition to the annual assessment, which shall be due and payable upon conveyance of a Lot to a Class A Member. The aggregate fund established by such initial maintenance fund fee shall be maintained in an account as part of the Maintenance Fund, and shall be available for all necessary expenditures of the Association for maintenance and considered a part of the Maintenance Fund established pursuant to Section 4.11 below.

Section 4.8. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for each class of membership for all single-family Lots and may be collected on a monthly, quarterly or annual basis.

Section 4.9. Quorum for any Action Authorized under Sections 4.3 and 4.5. At any meeting called, as provided in Sections 4.3 and 4.5 hereof, the presence at the meeting of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4.3 and 4.5, however, the quorum requirement shall be one-half (1/2) of the previous quorum requirements. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The necessary approval may also be obtained by written consent of the Members as set forth in Article IV, Section 4.7 of the Bylaws.

Section 4.10. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to a Class A Member. 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; provided, however, that the Board of Directors shall have the right to adjust the annual assessment as long as any such adjustment does not exceed the maximum permitted hereunder with thirty (30) days written notice given to each Owner. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4.11. Establishment of Maintenance Fund. The Association shall establish a Maintenance Fund composed of a portion of the Owners' annual assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Areas and Recreational Amenities for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification and not limitation, any and all of the following: normal, recurring maintenance of the Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping and general maintenance of the entry monument and median located on Silverbell Road, swimming pool, kiddie pool and bath house pavilion) and the improvements to such Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter) to make capital improvements to the Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the Property to which the maintenance fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the annual assessment or any special assessment; employment of policemen and watchmen, if any; caring for vacant lots; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that

the judgment of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith.

Section 4.12. Effect of Non-payment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the Association shall have the authority to impose late charges of fifteen dollars (\$15.00) to compensate for the administrative and processing costs of late payments and the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum or the highest rate of interest allowed by South Carolina law from time to time, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. The Association or its agents shall have the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage or deed of trust lien on real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association acting on behalf of the Owners shall have the power to bid on an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, Recreational Amenities, Right-of-Way Maintenance Areas or abandonment of his property.

\$45 per
4 m.
+ \$15

Section 4.13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Lot to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof 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.

Section 4.14. No Reimbursement to Declarant. The proceeds of the regular annual assessments shall not be used to reimburse Declarant for any capital expenditures incurred in construction or other improvements of Common Areas, if any, nor for the operation or maintenance of such Common Areas incurred prior to conveyance thereof unencumbered, to the Association.

Section 4.15. Reserve Fund, Budget and Capital Contribution. The Association shall, in addition, establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas. The fund shall be established and maintained out of regular annual assessments. The Board of Directors shall annually prepare reserve budgets for the Common Areas, Recreational

Amenities and Right-of-Way Maintenance Areas, which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board of Directors shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual assessments over the budget period. Monies set aside in a reserve fund may not be reallocated for use in payment of operating expenses. Monies set aside in one (1) reserve fund (if more than one (1) such reserve fund is set up) may be reallocated to other reserve funds with the approval of the Board of Directors.

Section 4.16. Reimbursement of Costs Expended. The Board of Directors may levy a charge ("Reimbursement Charge") against an Owner if the failure of the Owner to comply with this Declaration, the Articles of Incorporation, the Bylaws or any rules and regulations shall have resulted in the expenditure of funds or the determination that funds will be expended by the Association to cause such compliance. Such Reimbursement Charge shall be levied only after notice and hearing by the Board of Directors. The amount of the Reimbursement Charge shall not exceed actual out of pocket expense of the Association and shall be due and payable to the Association ten (10) days after notice to the member of the decision of the Board of Directors that the Reimbursement Assessment is owing. Delinquent Reimbursement Charges shall be subject to the same penalties, interest charge and collections as are applicable to annual assessments.

Section 4.17. Right-of-Way Maintenance Areas. The Association shall, in addition to the maintenance of the Common Areas and Recreational Amenities, be expressly empowered to maintain the landscaping and any other beautification needs of the areas within the median and rights-of-way of Silverbell Road, including, but not limited to, landscaping, mowing, edging, watering, clipping, sweeping, pruning, raking and repairing of any improvements to such Right-of-Way Maintenance Areas as the Association deems necessary. Notwithstanding the foregoing, the Association shall not be obligated to make capital improvements to the Right-of-Way Maintenance Areas.

ARTICLE V

GENERAL POWERS AND DUTIES OF THE BOARD OF DIRECTORS OF THE ASSOCIATION

Section 5.1. Purpose of Maintenance Fund. The Board, for the benefit of the Owners, shall provide and shall pay for out of the maintenance fund provided for in Article IV above the following:

a. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas and Recreational Amenities rather than against the individual Owners, if any.

b. Care, preservation and enhancement of the Common Areas and Recreational Amenities.

c. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

d. Legal and accounting services and related cost.

e. A policy or policies of insurance insuring the Association against any liability to the public or to the Owners, Declarant and Builder (and/or invitees or tenants) incident to the operation of the Association in an amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article VII.

f. Workers compensation insurance to the extent necessary to comply with any applicable laws.

g. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.

h. Care, preservation and enhancement of the Right-of-Way Maintenance Areas.

i. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration and the use, enjoyment, maintenance and repair of the Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas.

Section 5.2. Powers and Duties of Board. The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

a. To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas and Recreational Amenities, if any, on behalf of all Owners.

b. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.

c. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

d. To protect or defend the Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas from loss or damage by suit or otherwise and to provide adequate reserves for repairs and replacements.

e. To make reasonable rules and regulations for the operation of the Recreational Amenities and other Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected.

f. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

g. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

h. To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

i. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

j. Declarant will appoint (elect) one (1) representative of Builder to serve on the Board of Directors so long as there is a Class A and Class B membership and so long as Builder continues to construct homes on the Property.

Section 5.3. Board Powers Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

Section 5.4. Maintenance Contracts. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

ARTICLE VI

ARCHITECTURAL REVIEW

~~Section 6.1. Architectural Control Committee. A committee to be known as the Architectural Control Committee (the "ACC") shall be established consisting of four (4) members.~~

a. For so long as Builder owns a Lot and is actively marketing its homes for sale within the Property or any additions thereto, the members of the ACC shall be appointed, terminated and/or replaced by Builder. In the event Builder defaults in its purchase of Lots or in the event Builder notifies the Declarant in writing of its desire to relinquish the right of appointment granted herein, then Declarant, its successors or assigns, shall have the right to appoint all the members of the ACC until 100% of the Lots are sold to third party new home purchasers. Thereafter all the members of the ACC shall be appointed, terminated and/or replaced by the Association. The initial members appointed to the ACC are Jonathan Giles, Chris Condon, Brent Dowell and Darrell R. Hinson.

~~b. The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove changes or additions for improvements proposed for the Lots.~~

c. The ACC shall act by simple majority vote, and shall have the authority to delegate its duties to subcommittees or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties.

~~Section 6.2. Scope of Review. No building, fence, wall, outbuilding, landscaping, pool, athletic facility or other structure or improvement shall be erected, altered, added onto or replaced upon any portion of the Property without the prior written consent of the ACC.~~

~~Section 6.3. Submission of Plans. Prior to the initiation of construction or placement of any structure upon any Lot, the Owner thereof shall first submit to the ACC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.~~

~~Section 6.4. Plan Review. Upon receipt by the ACC of all of the information required by this Article VI, it shall have thirty (30) days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACC: (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property, taking into consideration the aesthetic aspects of the architectural designs, placement of structures, landscaping, color schemes, exterior finishes, quality of materials and similar matters; (ii) the improvements will not violate any restrictive covenant or encroach upon any Lot, easement, Common Area or~~

Recreational Amenity or cross platted building set back lines; (iii) the individual or company intended to perform the work is acceptable to the ACC; and (iv) the improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement [6 months for the construction of a complete house]. In the event that the ACC fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ACC's approval shall be deemed to have been granted without further action so long as the plans submitted do not violate any other provision of the Declaration, the Plat or the Bylaws, in which event the Owners submission will be deemed to have been denied.

Section 6.5. Deviation from Approved Plans. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article VI to the same extent as if erected without prior approval of the ACC. The ACC, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

Section 6.6. Immunity of ACC Members. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice. The ACC shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, security, or conformance with building or other codes.

Section 6.7. Waiver of Future Approvals. The approval or consent of the ACC to any plans or specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans or specifications or other matter whatever subsequently or additionally submitted for approval or consent.

Section 6.8. Address for Notice. Requests for ACC approval or correspondence with the ACC shall be addressed to the Ravenwood ACC and mailed or delivered to the principal office of Builder in Greenville County, South Carolina, or such other address as may be designated from time to time by the ACC. No correspondence or request for approval shall be deemed to have been received until actually received by the ACC in form satisfactory to the ACC.

Section 6.9. Declarant and Builder Exemption. So long as Declarant is a Member and so long as Builder continues to build homes within the Property the ACC shall have no authority, power or jurisdiction over Lots owned by Declarant or Builder, and the provisions of this Article VI shall not apply to Lots owned by Declarant or Builder until such time as Declarant or Builder conveys title to the Lot to a third party purchaser thereof. This Section 6.9 shall not be amended without Declarant's and Builder's written consent set forth on the amendment.

ARTICLE VII

TITLE TO COMMON AREAS

Section 7.1. Association to Hold. The Association shall own all Common Areas and Recreational Amenities, if any, in fee simple and assume all maintenance obligations with respect to any Common Areas and Recreational Amenities, which may be hereafter established. Declarant shall convey all Common Areas to the Association free and clear of all encumbrances and prior to HUD insuring any first mortgage within the Property. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area.

Section 7.2. Liability Insurance. From and after the date on which title to any Common Area or Recreational Amenity vests in the Association, and the date on which the Association assumes maintenance responsibility for the Right-of-Way Maintenance Area, ~~the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas, Recreational Amenities and Right-of-Way Maintenance Areas.~~ The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties.

Section 7.3. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas and Recreational Amenities the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas and/or Recreational Amenities to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas and/or Recreational Amenities or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

ARTICLE VIII

EASEMENTS

Section 8.1. Utility Easements. As long as Class B membership shall be in effect, the Declarant hereby reserves the right to grant perpetual, nonexclusive easements limited to the front ten (10) feet of each Lot and the rear ten (10) feet of each Lot and the side four (4) feet of each Lot for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Areas or Recreational Amenities for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such

easements. Upon cessation of Class B membership, the Association shall have the right to grant the easements described herein with regard to the Common Areas and Recreational Amenities only.

Section 8.2. Declarant's Easement to Correct Drainage. Declarant hereby reserves for the benefit of Declarant and Builder a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage facilities within the Property.

Section 8.3. Easement for Unintentional Encroachment. The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Common Areas or Recreational Amenities caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment.

Section 8.4. Entry Easement. In the event that an Owner fails to maintain his or her Lot as required herein, or in the event of emergency, the Association shall have the right, but not the obligation, to enter upon a Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and appearance of the Lot. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence. The easement provided herein is limited to the exterior of a Unit and yard area within a Lot. Any cost incurred by the Association pursuant to this Section 8.4 shall be reimbursed in accordance with Section 4.16.

Section 8.5. Drainage Easements. Easements for installation and maintenance of utilities, storm water and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of said Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

Section 8.6. Temporary Completion Easement. All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant and Builder, and their employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to an Owner by the Declarant or Builder.

ARTICLE IX

USE AND OCCUPANCY

All Lots and dwellings shall be used and occupied for single family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes the residential character of the Lot or neighborhood all as more specifically set forth in Section 10.10 below. This prohibition shall not apply to the use of any Unit by Declarant or Builder as a model home, sales office, or construction office or the use of any Lot as a site for a construction office trailer or sales office trailer by Declarant or Builder.

ARTICLE X

USE RESTRICTIONS

Section 10.1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Such nuisance shall include, but not be limited to, ~~the use of power tools generating noise which can be heard beyond the boundary of a Lot between the hours of 9:00 P.M. and 7:00 A.M.~~ No Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any other residence or which would be in violation of any law.

Section 10.2. Development Activity. Notwithstanding any other provision herein, Declarant and Builder, and their successors and assigns, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of dwelling units on the Property.

Section 10.3. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant or Builder to use trailers or outbuildings as sales offices, construction offices or material storage facilities.

Section 10.4. Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view except the following:

- a. For Sale Signs. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

b. Declarant and Builder Signs. Signs or billboards may be erected by the Declarant and Builder.

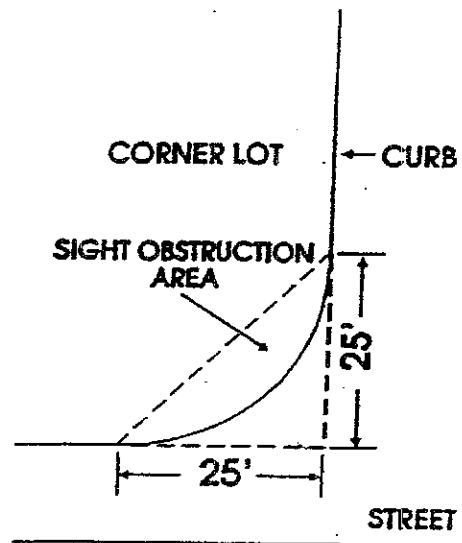
c. Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

~~Section 10.5. Campers, Trucks, Boats, Commercial and Recreational Vehicles.~~ No boat, trailer, recreational vehicle, commercial vehicle, camper or camper truck shall be parked, stored or left (a) on any part of a Common Areas or Recreational Amenities, (b) in any driveway or (c) on any other part of a Lot unless the same are fully enclosed within the garage located on the Lot, or are kept behind the front line of the house on the Lot and behind a fence no less than six (6) feet in height and which fully screens them from the view of the public walking by such Lots. In the event a Lot Owner is required by his or her employer to bring a commercial vehicle home, then that Lot Owner must obtain a waiver of this restrictive covenant from the Board of Directors pursuant to such requirements as the Board of Directors shall deem appropriate. Any automobile, motorcycle or truck shall be parked, stored or left wholly within the garage located upon the Lot, except to the extent a garage is already occupied to capacity, in which case such vehicle may be parked in the driveway. This restriction shall not apply to sales trailers, construction trailers, or other vehicles which may be used by Declarant or Builder and their agents and contractors in the conduct of their business. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living or dwelling area within the Property. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway or front, side or back yard of a Lot. Such repair and maintenance work shall be confined to the garage and done in such a manner as to allow the garage door to be closed.

~~Section 10.6. Pets, Livestock and Poultry.~~ No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, than no more than three (3) adult animals may be kept on a single Lot except for newborn offspring of such household pets which are under nine (9) months of age. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Ravenwood Homeowner's Association.

Section 10.7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish other than during the time a house is being constructed thereon. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

Section 10.8. Sight Distance at Intersections. No object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways within the triangular area formed by the intersecting street curb lines and a line connecting them at points twenty-five (25) feet from the intersection of the street curb lines or extensions thereof (the "Sight Obstruction Area") shall be placed, planted or permitted to remain on any corner Lots. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a curb line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.



Section 10.9. Parking. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas, Recreational Amenities, Right-of-Way Maintenance Areas or on any easement, other than while in use for maintaining such Common Areas, Recreational Amenities or Right-of-Way Maintenance Areas. ~~In order to enhance the aesthetic image of the community and to create a safer community for children, Lot Owners are requested not to park vehicles, trailers, implements or apparatus in the street and whenever possible to park such in the garage or driveway of Lot Owner's property.~~

Section 10.10. Commercial or Institutional Use. No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes, except for construction offices, model homes and sales offices as set forth in Article IX. Nothing in this Section 10.10 shall prohibit an Owner's use of a residence for quiet, inoffensive activities such as tutoring, giving music or art lessons, or in home day care (babysitting), so long as such activities do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

Section 10.11. Detached Buildings. No detached accessory buildings, including, but not limited to, detached garages and storage buildings, shall be erected, placed or constructed upon any

Lot without the prior consent of the ACC. Every outbuilding, inclusive of, but not limited to such structures as a storage building, greenhouse or children's playhouse shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. In no instance shall an outbuilding, excluding a detached garage, exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

Section 10.12. Fences.

a. Fences in General. No fence or wall shall be erected or maintained on the side yard of any Lot nearer to the street than the front building line of the house. ~~No fences or walls shall be constructed in the front yard of any Lot, except for fences erected in conjunction with model homes or sales offices. All fences constructed require prior written consent of the ACC. Chain link or other similar metal fencing is expressly prohibited, except as and where constructed by Declarant or Builder along ditch/canal easements bordering the Property and except that 2" x 4" mesh may be used with split rail fencing to contain animals within the yard.~~ Perimeter fencing and privacy fencing around patios, decks or pools may not exceed six (6) feet in height.

b. Pool Fences. It shall be a requirement within the Property that any pool constructed within the Property, whether above ground or in-ground shall be surrounded by a non-climbable perimeter fence of at least five (5) feet in height and equipped with a self-closing mechanism on all gates. The design for swimming pool and fence construction must be submitted to the ACC for prior approval, and said approval will not be given unless the plans therefore include a perimeter fence in compliance with this section. The minimum fence requirements contained in Section 10.12(a) shall apply to any pool fences constructed within the Property.

~~Section 10.13. Vegetation.~~ No weeds or vegetation, of any kind whatsoever shall be placed or permitted to accumulate on any Lot or any portion of the Property which would render it unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupants of any property in such vicinity. Grass, hedges, shrubs, vines and mass planting of any type on any Lot or any portion of the Property shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to appear neat and attractive. Trees, shrubs, vines and plants which die shall be promptly removed from a Lot.

Section 10.14. Antennae, Satellite Dishes and Solar Collectors. No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public street right-of-way directly in front of the house erected on such Lot; and no such apparatus shall be erected without the prior written consent of the ACC.

Section 10.15. Exterior Finish. All exterior walls of all dwellings, garages and approved accessory buildings shall be completely finished with vinyl siding, wood, stucco, brick, stone, paneling or other material acceptable to the ACC.

Section 10.16. Chimneys. All fireplace flues, smoke stacks and spark arresters shall be completely enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ACC.

Section 10.17. Clothes Hanging Devices. Clothes hanging devices exterior to a dwelling shall not be visible from outside the Lot.

Section 10.18. Window Treatment. No aluminum foil, newspaper, reflective film or similar treatment shall be placed on windows or glass doors.

Section 10.19. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground other than commercially marketed propane or natural gas tanks used for outdoor grills or pool or spa heating equipment.

Section 10.20. Mail Boxes. ~~Mail boxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards and the approval of the ACC.~~

Section 10.21. Roof. Exposed roof surfaces on any principal and/or secondary structures shall be of composition shingles. The ACC shall have the authority to approve roof treatments and materials when in its determination such treatments and materials, in the form utilized will not be a detriment to the quality of the neighborhood.

Section 10.22. Setback Lines. All buildings or other structures, permanent or temporary, habitable or uninhabitable, must be constructed, placed and maintained in conformity with setback lines as required by the recorded plat. Notwithstanding the foregoing, the ACC shall have the right and authority to approve variances from the setback requirements for reasonable cause or to alleviate a hardship.

Section 10.23. Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools or septic tanks.

Section 10.24. Recreational Facilities. Recreational facilities such as swing sets, trampolines, swimming pools, basketball goals or sport courts, either permanent or temporary, shall not be placed on any Lot without the prior written consent of the AOC.

Section 10.25. Unlawful Activity. No unlawful activity shall be conducted on any Lot or in any other part of the Property. Nothing shall be done within the Property that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Property, or that unreasonably interferes with the quiet enjoyment by occupants of Lots within the Property.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1. Remedies. In the event of any default or violation by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, but with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements hereto. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

Section 11.2. Term and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial 30-year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Spartanburg County, South Carolina. This declaration may be amended during the first 30-year period by an instrument signed by not less than seventy-five percent (75%) of the Owners and by the Declarant if the Class B membership has not

theretofore terminated, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in Spartanburg County, South Carolina. Declarant further reserves, prior to the closing of the sales of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the plat of subdivision. Amendments shall be subject to prior approval by FHA and VA if any Lot within the Property is encumbered by an FHA or VA mortgage loan.

Section 11.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

Section 11.4. Rights and Obligations. The provisions of this Declaration and the Articles of Incorporation and Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the Articles of Incorporation and Bylaws, whether or not mention thereof is made in said deed.

Section 11.5. Annexation.

a. Additional residential property and Common Areas and Recreational Amenities may be annexed to the Properties only with the consent of two thirds (2/3) of each class of Members.

b. Notwithstanding the above, additional land within the area shown on Exhibit "B" ("Additional Land") which may include, but not be limited to, residential property and Common Areas and Recreational Amenities maybe annexed by the Declarant without the consent of Members within seven (7) years of the date of this Declaration by recording a Supplemental Declaration of Annexation. Provided, however, that should Declarant elect to improve and develop all or part of the Additional Land, Declarant shall have the right to impose covenants and restrictions which are the same as or similar to or not substantially different to those contained herein on all or part of the Additional Land. Notwithstanding anything contained herein which might otherwise be interpreted to produce a contrary result, this Declaration does not create any charge, lien or other encumbrance or restriction on any part of the Additional Land, or affect in any way the title thereto or any part thereof, nor does this Declaration create an obligation upon Declarant to improve and develop all or any portion of the Additional Land or annex the Additional Land into the Association.

Section 11.6. Miscellaneous Provisions. Any provision of the within Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provisions shall control:

a. FHA/VA Approval. As long as there is Class B membership, the following actions will require approval of the Federal Housing Administration and the Department of Veterans Affairs as applicable: (1) amendment of this Declaration or the Articles of Incorporation or Bylaws of the Association, (2) mortgaging or dedication of Common Areas and Recreational Amenities, and (3) dissolution of the Association.

b. The following actions will require notice to all institutional holders of first mortgage liens: (1) abandonment or termination of the Association; or (2) material amendment to the Declaration.

c. Upon the written request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the Bylaws or Association rules or regulations which is not cured within thirty (30) days. Any first mortgagee, including any Federal Agency which guaranties any mortgage on any Lot of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

d. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one (1) vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

(i) by act or omission seek to abandon, partition, encumber, or transfer the Common Areas or Recreational Amenities, if any, or any portion thereof or interest therein;

(The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.)

(ii) substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;

(iii) 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 the dwellings or maintenance of the dwellings or Lots;

(iv) fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Areas and Recreational Amenities on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs).

e. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

Section 11.7 Street Lighting Agreement. Declarant has entered into a Street Lighting Agreement with Duke Power Company on September 21, 1995 for the purpose of providing adequate street lights for the Property. ~~Each Owner will be assessed a proportional monthly charge for street lighting service by Duke Power Company. Said monthly charge shall be determined by the South Carolina Public Service Commission, will be billed to the Owners as part of the electric utility bill and will be the personal responsibility of each Owner.~~ The monthly charge is currently \$270.48 per month, subject to fluctuation by the South Carolina Public Service Commission. The Association will act as a liaison in matters concerning the street lighting between the Owners and Duke Power Company. Neither the Association nor the Declarant or Builder will be responsible for the billing and initial installation of the street lights.

Section 11.8. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 11.9. Conflicts. In the event of conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

Section 11.10. Partial Invalidity. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, attested and its corporate seal to be hereunto affixed as of the day and year first above written.

WITNESSES

George Brantley
F. D. [Signature]

DECLARANT

RAVENWOOD, INC.,
a South Carolina corporation

By: Darrell R. Hinson
Darrell R. Hinson
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 Ravenwood, Inc., a South Carolina corporation by Darrell R. Hinson, its President, sign, seal and as its act and deed, deliver the within written instrument and that s/he, with the other witness subscribed above, witnessed the execution thereof.

F. D. [Signature]

Sworn to before me this
2nd day of January, 1996.

George Brantley
Notary Public for State of South Carolina
My Commission Expires: 1-19-2008

AFTER RECORDING RETURN TO:

Ravenwood Homeowner's Association, Inc.,
c/o Centex Real Estate Corporation
Marcus Drive, Suite 302
Greenville, South Carolina 29615

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

ALL those certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina, County of Spartanburg, being known and designated as RAVENWOOD, SECTION NO. 1, on a plat for Ravenwood, Inc., prepared by John Robert Jennings, B. L. S., dated January 19, 1996, and recorded January 24, 1996, in the Spartanburg County RMC Office in Plat Book 172 at Page 280, reference to which is made for a complete metes and bounds description thereof.

This being the identical property conveyed to the Declarant by deed of The South Carolina National Bank, successor by merger to First National Bank of South Carolina, as Conservator for John B. Cleveland, recorded March 25, 1994, in the RMC Office for Spartanburg County in Deed Book 61 D at Page 585.

BY-LAWS
OF
RAVENWOOD HOMEOWNER'S
ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Ravenwood Homeowner's Association, Inc., hereinafter referred to as the "Association". The initial registered office of the corporation shall be located at, 1 Marcus Drive, Suite 302, Greenville, South Carolina 29615, but meetings of Members and directors may be held at such places within the State of South Carolina, County of Spartanburg, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 2.1. "Association" shall mean and refer to Ravenwood Homeowner's Association, Inc., its successors and assigns.

Section 2.2. "Builder" shall mean and refer to Centex Real Estate Corporation, a Nevada corporation, its successors and assigns who is engaged in the business of constructing homes in the Ravenwood Subdivision.

Section 2.3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 2.4. "Recreational Amenities" shall mean and refer to one (1) swimming pool, one (1) kiddie pool and one (1) bath house pavilion as well as other beautification or landscaped areas located in proximity to the aforementioned items and benefitting the foregoing listed amenities that are owned and maintained by the Association. The Recreational Amenities shall be located upon Common Areas and included within the general definition of Common Area.

Section 2.5. "Right-of-Way Maintenance Areas" shall mean and refer to the entrance monument located within the median and the right-of-way of Silverbell Road and other areas within the dedicated streets or roads within the Property for which the Association will assume maintenance and beautification responsibilities above and beyond those of Spartanburg County, South Carolina, as more specifically set forth in Section 13.17.

Section 2.6. "Declarant" shall mean and refer to Ravenwood, Inc., its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

Section 2.7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Ravenwood Subdivision recorded in Deed Book _____, Page _____ in the office of the _____, Spartanburg County, South Carolina Public Registry and as amended from time to time.

Section 2.8. "Lot" shall mean and refer to any of the plots of land indicated upon the recorded subdivision map of the Property or any part thereof creating single-family homesites, with the exception of the Common Areas and Recreational Amenities and areas deeded or dedicated to a governmental authority or utility, together with all improvements thereon.

Section 2.9. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 2.10. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.11. "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III

MEMBERSHIP

Section 3.1. Membership. Every Owner of a residential Lot in the Ravenwood Subdivision recorded in Deed Book _____, Page _____ in the office of _____, Spartanburg County, South Carolina Public Registry, and areas annexed thereto pursuant to the recorded Declaration of Covenants, Conditions and Restrictions for the Ravenwood Subdivision, shall be a Member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. When ownership of any Lots is held by more than one person or by a legal entity which is not a natural person, all such Owners shall be Members of the Association, however, the voting rights of such Members shall be limited to the number of votes set forth herein exercised as they among themselves shall determine.

Section 3.2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the Common Areas and Recreational Amenities of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for

violation of any rules and regulations established by the Board of Directors governing the use of the Common Areas and Recreational Amenities.

ARTICLE IV

MEETINGS OF MEMBERS

Section 4.1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at such hour as shall be noticed by the Board of Directors, provided that the Board of Directors may upon written notice to the Members at least ten (10) days prior to the regular annual meeting date schedule the annual meeting date for a date not more than fourteen (14) days subsequent to the regular annual meeting date. If the day for the annual meeting of the Members falls on a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 4.2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 4.3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, or these By-Laws, written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4.4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies of entitled to cast, thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid, shall be present or be represented.

Section 4.5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon cessation of membership or restriction of the Member's voting rights.

Section 4.6. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting of the Members, the vote of the holders of a majority of the votes, present in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which by express provision of state statutes, the Declaration, the Articles of Incorporation or these By-Laws, a different vote is required, in which case such express provision shall govern and control the deciding of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 4.7. Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a membership meeting which they could take at a meeting by obtaining the written approval of the required percentage of the total members of each class of the membership. Any action so approved shall have the same effect as though taken at a meeting of the membership.

ARTICLE V

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 5.1. Each Member shall be entitled to the use and enjoyment of the Common Areas and Recreational Amenities as depicted on the Plat of the Ravenwood Subdivision, subject to the provisions of Article III of the Declaration.

ARTICLE VI

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 6.1. Number. The affairs of the Association shall be managed by a Board of no less than three (3) and no more than nine (9) directors, who need not be Members of the Association.

Section 6.2. Election. The initial directors shall be appointed by the incorporator. At the first annual meeting the Members shall determine the number of directors to be elected pursuant to Section 6.1 and thereafter shall elect at least one (1) director for a term of one (1) year, at least one (1) director for a term of two (2) years, and at least one (1) director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect the director(s) for a term of three (3) years to fill each expiring term. Declarant will appoint one (1) representative of Builder to serve on the Board of Directors so long as there is a Class A and Class B membership.

Section 6.3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 6.4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 7.1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 7.2. Election. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

MEETINGS OF DIRECTORS

Section 8.1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 8.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 8.3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

RAVENWOOD 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: **Ravenwood**:

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

A sketch, picture, diagram or blueprint must be attached.

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 unit 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 Forest Oaks 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 must be checked with Managing Agent to continue the proper color scheme.
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: _____

APPROVED: _____

DISAPPROVED: _____

BY: _____

DEED 73 -- S PG 818

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RECORDED
01 APR 18 2:15:16
RMC
SPARTANBURG SC

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF ROBERTS MEADOWS
PHASE THREE**

THIS DECLARATION is made this 12th day of April, 2001, by the ESTATE OF GUY T. ROBERTS (hereinafter referred to as "Developer") and ARTHUR STATE BANK, AS SUCCESSOR TRUSTEE UNDER THE WILL OF GUY TURNER ROBERTS, DECEASED (hereinafter referred to collectively as "Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the owner of all of the lots of land in Spartanburg County, South Carolina, located off of Fernwood-Glendale Road in Spartanburg, South Carolina, and more particularly shown and described upon a plat entitled Roberts Meadows, Phase 3 dated February 7, 2001 and recorded in Plat Book 150 at page 70 in the RMC Office of Spartanburg County, South Carolina; and

WHEREAS, Roberts Meadows will be a residential community, and the Declarant desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Roberts Meadows as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Roberts Meadows; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the benefits and advantages to the Declarant and to future property owners of lots shown on the above plat, Declarant does hereby impose upon Roberts Meadows the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Declarant, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. **DEFINITION**. The following words when used herein (unless the context shall require a different meaning) shall have the following meanings:

A. "Subdivision" shall mean and refer to all of the lots and property shown upon plat of "Roberts Meadows" referred to above and upon any subsequent plat prepared for the Developer, recorded in the RMC Office of Spartanburg County and reference to any amendment or notification to this instrument.

B. "Common Properties" shall mean and refer to as all lands not plated as lots and or public rights of way to be maintained as a landscaped area within Roberts Meadows, together with all street lights, sprinkler systems, street signs, entrance signs, landscaping, and water meters located within such area.

C. "Developer" shall mean and refer to Estate of Guy T. Roberts.

DEE073--S PG 819

D. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon the above-referenced plat of Roberts Meadows prepared for the Developer, recorded in the RMC Office of Spartanburg County and referenced in this instrument or any amendment or notification thereto.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Roberts Meadows, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgages unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

2. **SINGLE FAMILY RESIDENTIAL USE.** No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed 2 1/2 stories in height and, if approved in advance in writing, a private detached garage or a hobby-type/storage building.

3. **SUBDIVISION OF LOTS.** Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot.

4. **MINIMUM HEATED AREA.** No dwelling shall be erected on any lot having less than two (2) bathrooms and no less than fifteen hundred (1500) square feet of heated floor area, provided that the plans include a garage. If the plans do not include a garage, then the dwelling shall contain a minimum of sixteen hundred (1600) square feet of heated floor area. If the dwelling has a second story, the first floor must have no less than eleven hundred (1100) square feet of heated floor area. The floor area required by this article shall not include basements, porches, verandas, breezeways, terraces, garages, or hobby-type/storage building. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to the minimum heated area requirements on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

5. **BUILDING SETBACK LINES.** No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of Roberts Meadows referred to in the deed to such lot from Developer, nor nearer than three (3) feet to any side lot property line. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions on a lot, but such waiver must

be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

DEED 73--S PG 820

6. **SEWER EASEMENTS.** Certain lots are subject to an easement and right-of-way for sanitary sewer purposes. The total width of the sewer easement is twenty-five (25') feet, consisting of twelve and one-half (12 1/2') feet on each side of the sewer line and shall be as shown on a plat of Roberts Meadows. Any portion of a lot subject to a sewer easement is for the installation, maintenance and repair of the sanitary sewer line and/or manhole, and no lot owner shall build permanent above-ground improvements upon said easement or do any other act or deed which would interfere with or interrupt the use of the easement for sanitary sewer line purposes.

7. **APPROVAL OF BUILDING PLANS - SPECIAL CONDITIONS.**

A. No building or structure, whether it be the dwelling house, garage or hobby-type building shall be erected, placed or altered on any lot until the building plans, elevations, location, specifications have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within two (2) weeks after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed hobby-type/storage building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or its nominee.

B. The completion of improvements upon a lot shall include the landscaping of the yard, including the grassing or sodding of the yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.

C. The front elevation of the dwelling house foundation must be a minimum of six (6") inches above the finished grade of the front yard.

D. No garage shall open to the front of a house unless said garage is enclosed with a door or doors with automatic door opener. Developer reserves the right to grant a waiver or variance to this provision, but only in cases where compliance created an undue hardship as a result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.

E. In the event that substantial construction of a residence on a lot is not commenced by the Owner thereof, excluding the developer, within one (1) year from the date of purchase and closing of said lot from the Developer, the Developer reserves the first option to repurchase the lot at a purchase price equal to ninety (90%) percent of the purchase price paid to the Developer for the lot. If the Developer exercises this option, title to the lot in the reconveyance shall be free and clear of liens and encumbrances. If Developer does not exercise this option by written notice to the owner within thirty (30) days after the expiration of the one year period, the owner may consider the lot free and clear of this option. If the Developer exercises this option, closing of title shall be within thirty (30) days of the date of notice to the owner. The option reserved herein to the Developer shall not render a bona fide mortgage lien invalid and is specifically subordinate to any bona fide mortgage lien.

DEED 73--S PG 821

8. **PROHIBITED BUILDING MATERIALS.** Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other siding material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or other structure. No more than fourteen (14%) percent of the exterior of any building may be covered with any type of siding, except that the Developer retains sole discretion to grant a waiver of this restriction.

9. **TRAILERS AND MOBILE HOMES PROHIBITED.** Trailers and mobile homes, including typical double-wide mobile homes, are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot.

10. **REQUIREMENTS FOR DRIVEWAYS.** All driveways shall be constructed of concrete and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.

11. **DEVELOPER'S DISCLAIMER.** DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH MATTER OR ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSIONS, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION.

12. **GENERAL EASEMENTS.** Developer reserves an easement three (3') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Roberts Meadows. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed

DEED 73--S PG 822

underground to any dwelling or other structure upon a lot.

13. **SEWAGE.** All sewage shall be disposed of through the sanitary sewer collection lines located within the subdivision and owned by the Spartanburg Sanitary Sewer District, and all connections to such lines shall be made only with the written approval of the Spartanburg Sanitary Sewer District in accordance with its rules and regulations.

14. **FENCING.** No wire or metal fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Metal or wooden fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed five (5") feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected beyond the side building setback line shown on the plat above referred to.

15. **BUSINESS ACTIVITIES PROHIBITED.** No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.

16. **NUISANCES AND OFFENSIVE ACTIVITIES.** No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.

17. **PARKING OF BOATS AND RECREATIONS VEHICLES.** No camping trailer, boat, boat trailer or other similar recreational vehicle, motor vehicle, or other device or equipment shall be permitted to stand on the front portion of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Further, no portion of a lot shall be used for the operation of any non-licensed motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

18. **PORTABLE OR METAL BUILDINGS PROHIBITED.** Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot.

19. **SWING SETS.** Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot.

20. **NO TEMPORARY RESIDENCES.** No garage or hobby-type/storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

DEED 73 -- S-PG 823

21. ANIMALS. No domestic fowl, cows, hogs, mules, horses, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hinderance or nuisance to others.

22. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property.

23. CLOTHESLINES. All clotheslines are specifically prohibited.

24. SCREENING OF YARD EQUIPMENT. Lawn mowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

25. TELEVISION ANTENNA AND SATELLITE DISHES. A standard roof-mounted or chimney-mounted television antenna is permissible, but no other type of antenna, satellite dish or similar device for the transmission or reception of signals of any kind shall be erected or allowed to remain on any lot. If available, the new Direct Broadcasting Satellite (DBS) television system or equivalent technology or system will be allowed, as long as the satellite receiving dish or apparatus does not exceed eighteen (18") inches in diameter and is affixed to the rear of the roof or any eave of the dwelling.

26. COMPLETION OF IMPROVEMENTS. All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

27. COVENANT OF GOOD APPEARANCE AND REPAIR. Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearances of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Roberts Meadows Homeowners Association, Inc., or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 37.I. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE 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.

DEED 73-- § PG 824

28. **SIGNS.** No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for development of the property. The portion of Lot 27 labeled "Landscape Area" and a similar portion of Lot 1, as shown on the above-referenced plat shall be exempt from this provision, due to the fact that the subdivision identification sign will be located thereon.

29. **STREET LIGHTS.** If street lighting is installed by the Developer, the cost and expense of operation will be transferred to the Homeowners Association at any time after one (1) year from date hereof.

30. **MAINTENANCE OF STREET RIGHT-OF-WAY.** The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

31. **FUEL TANKS.** All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.

32. **FIREWORKS.** Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer.

33. **MAIL RECEPTACLES.** All mailboxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each owner has the responsibility of keeping same in good repair and appearance.

34. **VOTING RIGHTS.** The Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all those Owners defined in Paragraph 1 (E) with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Paragraph 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

DEED 73 -- S PG 825

(a) When the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in Class B membership; or

(b) January 1, 2010

35. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

A. **Title to Common Properties.** The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the sole discretion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all of its rights, title and interest in the common properties to the Association not later than December 31, 2002.

B. **Restrictions on Common Areas.** The parcels of real property included as part of the Common Properties are to be maintained solely as landscaped and/or beautification areas or for identification signs for Roberts Meadows. No other use or improvements are to be made to said real property without the express written permission of the Developer, and Developer expressly reserves easement rights upon these parcels for installation of underground utilities, landscaping or maintenance.

36. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. **Creation of Lien and Personal Obligation of Assessments.** The Developer for each lot owned by it within Roberts Meadows hereby covenants and each owner of any lot by acceptance of a deed to a lot within Roberts Meadows, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments, charges or dues; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the lot owners in Roberts Meadows and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

(1) Expenses for the maintenance, upkeep and improvements of the Common Properties.

DEED 73--S-PG 826

(2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, water usage and other related reasonable and necessary expenses, including expenses for yard maintenance of each finished dwelling.

(3) Maintenance, upkeep, repair and/or replacement of the sprinkler systems within the Common Properties.

(4) For the payment of services for any street lighting undertaken and accepted by the Association.

(5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Roberts Meadows identifying the subdivision, containing street names or other safety signs, if any.

(6) For any other purpose, costs or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these restrictions.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 2000. For the years following January 1, 2000, the annual assessment may be adjusted by vote of the home owners as herein provided. Lots owned by the Developer and or lots with dwellings under construction shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

D. Change in Basis and Maximum of Annual Assessments. Subject to the limitations in Paragraph 36.C above, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Paragraph 36.C hereof prospectively for any such period provided that any such change shall have the assent 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, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 2000, and on January 1 of each year thereafter. Prior to January 1, 2000 the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under Paragraph 36(A) hereof shall be fixed in the resolution authorizing such assessment.

F. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Paragraph 36.E. above), then such assessments

DEED 73 -- S PG 827

shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) from the delinquency date. The Developer may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

G. Lien of Assessments is Subordinate to Recorded Mortgage. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

37. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Developer may assign and/or delegate all or any part of such reserved rights to the Homeowners Association.

38. TERM OF ENFORCEMENT AND AMENDMENTS. These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2030, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Roberts Meadows agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in Roberts Meadows. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the items hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

DEED 73 -- S PG 8 2 8

39. EFFECT OF COVENANTS AND ENFORCEMENT.

A. Effect of Provisions of These Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Roberts Meadows do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Roberts Meadows is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) 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, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Roberts Meadows;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Roberts Meadows, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer, his respective successors, assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns 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.

C. Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against the owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms hereof.

D. Enforcement Remedies. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repairs, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of

DEED 73--S PG 829

any dwelling or land; (4) to prevent any act, conduct business or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants, "shall", be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party.

40. MISCELLANEOUS.

A. No Waiver. Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

B. Captions. The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

C. Board Authorization. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

E. Savings Clause. If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 12th day of April, 2001.

Jongosa M. Messer
Jamie White
Jongosa M. Messer
Jamie White

Estate of Guy T. Roberts
By: *Nancy J. Roberts*
Name: Nancy J. Roberts
Title: Personal Representative
As to Lots: _____

Arthur State Bank, As Trustee
under the Will of Guy T. Roberts,
deceased
By: *John Baker Jr.*
Title: VICE PRESIDENT
TRUST OFFICER

DEED 73--S PG 830

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Estate of Guy T. Roberts, et al sign, seal and as their act and deed deliver the within written Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 12th
day of April, 2001.
[Signature] (SEAL)
NOTARY PUBLIC FOR S.C.
My Commission Expires:

[Signature]
Teresa M. Messer

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Arthur State Bank, Trustee, sign, seal and as its act and deed deliver the within written Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 12th
day of April, 2001.
[Signature] (SEAL)
NOTARY PUBLIC FOR S.C.
My Commission Expires: 7/2/05

[Signature]
Teresa M. Messer

RECORDED

DEED 72-M PG 707

00 AUG 15 PM 3:08

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RMC
SPARTANBURG, S.C.

AMENDED
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
RECORDED IN 71B AT PAGE 292
OF ROBERTS MEADOWS

THIS AMENDED DECLARATION is made this 16 day of ^{Aug} ~~June~~, 2000, by the ESTATE OF GUY T. ROBERTS (hereinafter referred to as "Developer") and WACHOVIA BANK, N.A., TRUSTEE UNDER THE WILL OF GUY T. ROBERTS, DECEASED (hereinafter referred to collectively as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of all of the lots of land in Spartanburg County, South Carolina, located off of Fernwood-Glendale Road in Spartanburg, South Carolina, and more particularly shown and described upon a plat entitled Roberts Meadows prepared for Developer by Cape Fear Engineering, Inc., RLS, dated November 16, 1999 and recorded in Plat Book 146, Page 351, RMC Office of Spartanburg County, South Carolina; and

WHEREAS, Roberts Meadows will be a residential community, and the Declarant desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Roberts Meadows as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Roberts Meadows; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the benefits and advantages to the Declarant and to future property owners of lots shown on the above plat, Declarant does hereby impose upon Roberts Meadows the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Declarant, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. **DEFINITION.** The following words when used herein (unless the context shall require a different meaning) shall have the following meanings:

A. "Subdivision" shall mean and refer to all of the lots and property shown upon plat of Roberts Meadows referred to above and upon any subsequent plat prepared for the Developer, recorded in the RMC Office of Spartanburg County and reference to an amendment or modification to this plat.

B. "Common Properties" shall mean and refer to as all lands not platted as lots and or public areas of way to be maintained as a landscaped area within Roberts Meadows including but not limited to: walkways, bicycle paths, storm drains, entrance signs,

DEED:72-M PG 708

C. "Developer" shall mean and refer to Estate of Guy T. Roberts.

D. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon the above-referenced plat of Roberts Meadows prepared for the Developer, recorded in the RMC Office of Spartanburg County and referenced in this instrument or any amendment or notification thereto.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Roberts Meadows, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

2. **SINGLE FAMILY RESIDENTIAL USE.** No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed 2 1/2 stories in height and, if approved in advance in writing, a private detached garage or a hobby-type/storage building.

3. **SUBDIVISION OF LOTS.** Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot.

4. **MINIMUM HEATED AREA.** No dwelling shall be erected on any lot having less than two (2) bathrooms and no less than fifteen hundred (1500) square feet of heated floor area, provided that the plans include a garage. If the plans do not include a garage, then the dwelling shall contain a minimum of sixteen hundred (1600) square feet of heated floor area. If the dwelling has a second story, the first floor must have no less than eleven hundred (1100) square feet of heated floor area. The floor area required by this article shall not include basements, porches, verandas, breezeways, terraces, garages, or hobby-type/storage building. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to the minimum heated area requirements on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

5. **BUILDING SETBACK LINES.** No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of Roberts Meadows referred to in the deed to such lot from Developer, nor nearer than three (3) feet to any side lot property line. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions on a lot, but such waiver must

DEED 72-M PG 709

be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

6. SEWER EASEMENTS. Certain lots are subject to an easement and right-of-way for sanitary sewer purposes. The total width of the sewer easement is twenty-five (25') feet, consisting of twelve and one-half (12 1/2') feet on each side of the sewer line and shall be as shown on a plat of Roberts Meadows. Any portion of a lot subject to a sewer easement is for the installation, maintenance and repair of the sanitary sewer line and/or manhole, and no lot owner shall build permanent above-ground improvements upon said easement or do any other act or deed which would interfere with or interrupt the use of the easement for sanitary sewer line purposes.

7. APPROVAL OF BUILDING PLANS - SPECIAL CONDITIONS.

A. No building or structure, whether it be the dwelling house, garage or hobby-type building shall be erected, placed or altered on any lot until the building plans, elevations, location, specifications have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within two (2) weeks after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed hobby-type/storage building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or its nominee.

B. The completion of improvements upon a lot shall include the landscaping of the yard, including the grassing or sodding of the yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.

C. The front elevation of the dwelling house foundation must be a minimum of six (6") inches above the finished grade of the front yard.

D. No garage shall open to the front of a house unless said garage is enclosed with a door or doors with automatic door opener. Developer reserves the right to grant a waiver or variance to this provision, but only in cases where compliance created an undue hardship as a result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.

E. In the event that substantial construction of a residence on a lot is not commenced by the Owner thereof, excluding the developer, within one (1) year from the date of purchase and closing of said lot from the Developer, the Developer reserves the first option to repurchase the lot at a purchase price equal to ninety (90%) percent of the purchase price paid to the Developer for the lot. If the Developer exercises this option, title to the lot in the reconveyance shall be free and clear of liens and encumbrances. If Developer does not exercise this option by written notice to the owner within thirty (30) days after the expiration of the one year period, the owner may consider the lot free and clear of this option. If the Developer exercises this option, closing of title shall be within thirty (30) days of the date of notice to the owner. The

DEED 72-M PG 710

option reserved herein to the Developer shall not render a bona fide mortgage lien invalid and is specifically subordinate to any bona fide mortgage lien.

8. **PROHIBITED BUILDING MATERIALS.** Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or other structure. No more than fourteen (14%) percent of the exterior of any building may be covered with any type of siding, except that the Developer retains sole discretion to grant a waiver of this restriction.

9. **TRAILERS AND MOBILE HOMES PROHIBITED.** Trailers and mobile homes, including typical double-wide mobile homes, are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot.

10. **REQUIREMENTS FOR DRIVEWAYS.** All driveways shall be constructed of concrete and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.

11. **DEVELOPER'S DISCLAIMER.** DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH MATTER OR ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSIONS, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION.

12. **GENERAL EASEMENTS.** Developer reserves an easement three (3') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly

DEED 72-M PG 711

recorded plat of Roberts Meadows. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure upon a lot.

13. SEWAGE. All sewage shall be disposed of through the sanitary sewer collection lines located within the subdivision and owned by the Spartanburg Sanitary Sewer District, and all connections to such lines shall be made only with the written approval of the Spartanburg Sanitary Sewer District in accordance with its rules and regulations.

14. FENCING. No wire or metal fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Metal or wooden fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed five (5') feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected beyond the side building setback line shown on the plat above referred to.

15. BUSINESS ACTIVITIES PROHIBITED. No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.

16. NUISANCES AND OFFENSIVE ACTIVITIES. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.

17. PARKING OF BOATS AND RECREATIONS VEHICLES. No camping trailer, boat, boat trailer or other similar recreational vehicle, motor vehicle, or other device or equipment shall be permitted to stand on the front portion of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Further, no portion of a lot shall be used for the operation of any non-licensed motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

18. PORTABLE OR METAL BUILDINGS PROHIBITED. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot.

19. SWING SETS. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot.

20. NO TEMPORARY RESIDENCES. No garage or hobby-type/storage building

DEED 72-M PG 712

shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

21. ANIMALS. No domestic fowl, cows, hogs, mules, horses, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hinderance or nuisance to others.

22. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property.

23. CLOTHESLINES. All clotheslines are specifically prohibited.

24. SCREENING OF YARD EQUIPMENT. Lawn mowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

25. TELEVISION ANTENNA AND SATELLITE DISHES. A standard roof-mounted or chimney-mounted television antenna is permissible, but no other type of antenna, satellite dish or similar device for the transmission or reception of signals of any kind shall be erected or allowed to remain on any lot. If available, the new Direct Broadcasting Satellite (DBS) television system or equivalent technology or system will be allowed, as long as the satellite receiving dish or apparatus does not exceed eighteen (18") inches in diameter and is affixed to the rear of the roof or any eave of the dwelling.

26. COMPLETION OF IMPROVEMENTS. All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

27. COVENANT OF GOOD APPEARANCE AND REPAIR. Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearances of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Roberts Meadows Homeowners Association, Inc., or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 37.I. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-

DEED 72-M PG 713

NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

28. SIGNS. No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for development of the property. The portion of Lot 27 labeled "Landscape Area" and a similar portion of Lot 1, as shown on the above-referenced plat shall be exempt from this provision, due to the fact that the subdivision identification sign will be located thereon.

29. STREET LIGHTS. If street lighting is installed by the Developer, the cost and expense of operation will be transferred to the Homeowners Association at any time after one (1) year from date hereof.

30. MAINTENANCE OF STREET RIGHT-OF-WAY. The owner of a lot shall be responsible for the planning and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

31. FUEL TANKS. All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.

32. FIREWORKS. Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer.

33. MAIL RECEPTACLES. All mailboxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each owner has the responsibility of keeping same in good repair and appearance.

34. VOTING RIGHTS. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all those Owners defined in Paragraph 1 (E) with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Paragraph 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be

DEED 72-M PG 714

converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in Class B membership; or

(b) January 1, 2010

35. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

A. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the sole discretion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all of its rights, title and interest in the common properties to the Association not later than December 31, 2002.

B. Restrictions on Common Areas. The parcels of real property included as part of the Common Properties are to be maintained solely as landscaped and/or beautification areas or for identification signs for Roberts Meadows. No other use or improvements are to be made to said real property without the express written permission of the Developer, and Developer expressly reserves easement rights upon these parcels for installation of underground utilities, landscaping or maintenance.

36. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of Assessments. The Developer for each lot owned by it within Roberts Meadows hereby covenants and each owner of any lot by acceptance of a deed to a lot within Roberts Meadows, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments, charges or dues; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the lot owners in Roberts Meadows and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

(1) Expenses for the maintenance, upkeep and improvements of the Common Properties.

DEED 72-M PG 715

(2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, water usage and other related reasonable and necessary expenses, including expenses for yard maintenance of each finished dwelling.

(3) Maintenance, upkeep, repair and/or replacement of the sprinkler systems within the Common Properties.

(4) For the payment of services for any street lighting undertaken and accepted by the Association.

(5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Roberts Meadows identifying the subdivision, containing street names or other safety signs, if any.

(6) For any other purpose, costs or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these restrictions.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 2000. For the years following January 1, 2000, the annual assessment may be adjusted by vote of the home owners as herein provided. Lots owned by the Developer and or lots with dwellings under construction shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

D. Change in Basis and Maximum of Annual Assessments. Subject to the limitations in Paragraph 36.C above, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Paragraph 36.C hereof prospectively for any such period provided that any such change shall have the assent 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, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 2000, and on January 1 of each year thereafter. Prior to January 1, 2000 the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under Paragraph 36(A) hereof shall be fixed in the resolution authorizing such assessment.

F. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date

DEED 72-M PG 716

when due (being the date specified in Paragraph 36.E. above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) from the delinquency date. The Developer may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

G. Lien of Assessments is Subordinate to Recorded Mortgage. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

37. **DELEGATION OF DEVELOPER'S RIGHTS.** All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Developer may assign and/or delegate all or any part of such reserved rights to the Homeowners Association.

38. **TERM OF ENFORCEMENT AND AMENDMENTS.** These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2030, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Roberts Meadows agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in Roberts Meadows. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the items hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

39. **EFFECT OF COVENANTS AND ENFORCEMENT.**

DEED 72-M PG 717

A. Effect of Provisions of These Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Roberts Meadows do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Roberts Meadows is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) 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, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Roberts Meadows;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Roberts Meadows, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer, his respective successors, assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns 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.

C. Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against the owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms hereof.

D. Enforcement Remedies. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repairs, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct business or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants, "shall", be performed. Any action in equity hereunder for the enforcement

DEED 72-M PG 718

hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party.

40. MISCELLANEOUS.

A. No Waiver. Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

B. Captions. The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

C. Board Authorization. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

E. Savings Clause. If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 15TH day of June, 2000.

col.
August 18, 2000
[Signature]
[Signature]

[Signature]
[Signature]

Estate of Guy T. Roberts

By: [Signature]
Name: _____
Title: _____
As to Lots: _____

WACOMM A BANK AS AGENT FOR
By: [Signature] DEED 72-M REPRESENTATIVE
Name: _____
Title: VICE PRESIDENT
As to Lots: _____

DEED 72-M PG 719

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

~~Jongosa M. Messer~~
 James M. Messer

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

By: *[Handwritten signature]*
 Name: The Dingle Group Inc.
 Title: president
 As to Lots: 1, 3, 4, 10, 14

By: *[Handwritten signature]*
 Name: SECTION BUILDING
 Title: PRES
 As to Lots: 10, 11, 12

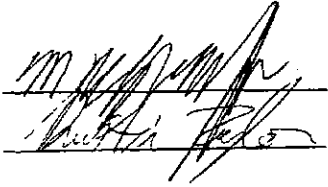
By: DC. Woodie
 Name: D+S PROP. INC.
 Title:
 As to Lots: 61 101

By: Brian Greene
 Name: Brian Greene Custom Homes
 Title: owner
 As to Lots:

By: Gmfx Corp
 Name: M. Reed
 Title: president
 As to Lots: 2

By: *[Handwritten signature]*
 Name: David W. White / SPTA Realty / Owner
 Title: SPTA OWNER
 As to Lots: #19; #69

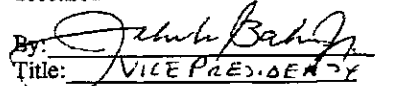
By: Brian Greene
 Name: Brian Greene
 Title: owner
 As to Lots: 8



A handwritten signature in black ink, appearing to be 'M. J. ...', written over a horizontal line.

DEED 72-M PG 720

Wachovia Bank, N.A., As Trustee
under the Will of Guy T. Roberts,
deceased

By: 
Title: VICE PRESIDENT
TRUST OFFICER

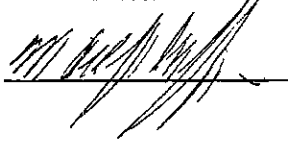
C:ROBERTSMEADOWS.RES

DEED 72-M PG 721

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Guy T. Roberts, et al sign, seal and as their act and deed deliver the within written Deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 15th day of August, 2000.

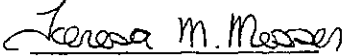


Teresa M. Messer
Notary Public for S.C.
My Commission Expires: 2/24/07

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Grifite Corporation sign, seal and as its act and deed deliver the within written Deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 15th day of August, 2000.



Teresa M. Messer
Notary Public for S.C.
My Commission Expires: 2/24/07

RECORDED

DEED 71 B PG 292

99 DEC -1 PM 3:25

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF ROBERTS MEADOWS**

THIS DECLARATION is made this 17th day of November, 1999, by the ESTATE OF GUY T. ROBERTS (hereinafter referred to as "Developer") and WACHOVIA BANK, N.A., TRUSTEE UNDER THE WILL OF GUY T. ROBERTS, DECEASED (hereinafter referred to collectively as "Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the owner of all of the lots of land in Spartanburg County, South Carolina, located off of Fernwood-Glendale Road in Spartanburg, South Carolina, and more particularly shown and described upon a plat entitled Roberts Meadows prepared for Developer by Cape Fear Engineering, Inc., RLS, dated Nov 16 1999 and recorded in Plat Book 146, Page 351, RMC Office of Spartanburg County, South Carolina; and

WHEREAS, Roberts Meadows will be a residential community, and the Declarant desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Roberts Meadows as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Roberts Meadows; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the benefits and advantages to the Declarant and to future property owners of lots shown on the above plat, Declarant does hereby impose upon Roberts Meadows the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Declarant, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. **DEFINITION**. The following words when used herein (unless the context shall require a different meaning) shall have the following meanings;

A. "Subdivision" shall mean and refer to all of the lots and property shown upon plat of "Roberts Meadows" referred to above and upon any subsequent plat prepared for the Developer, recorded in the RMC Office of Spartanburg County and reference to any amendment or notification to this instrument.

B. "Common Properties" shall mean and refer to a strip of land twenty (20) feet in width along Fernwood-Glendale Road to be maintained as a landscaped area within Roberts Meadows, together with all street lights, sprinkler systems, street signs, entrance signs, landscaping, and water meters located within such area.

C. "Developer" shall mean and refer to Estate of Guy T. Roberts.

DEED 71 B PG 293

D. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon the above-referenced plat of Roberts Meadows prepared for the Developer, recorded in the RMC Office of Spartanburg County and referenced in this instrument or any amendment or notification thereto.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Roberts Meadows, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgages unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

2. **SINGLE FAMILY RESIDENTIAL USE.** No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed 2 1/2 stories in height and, if approved in advance in writing, a private detached garage or a hobby-type/storage building.

3. **SUBDIVISION OF LOTS.** Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot.

4. **MINIMUM HEATED AREA.** No dwelling shall be erected on any lot having less than two (2) bathrooms and no less than fifteen hundred (1500) square feet of heated floor area, provided that the plans include a garage. If the plans do not include a garage, then the dwelling shall contain a minimum of sixteen hundred (1600) square feet of heated floor area. If the dwelling has a second story, the first floor must have no less than eleven hundred (1100) square feet of heated floor area. The floor area required by this article shall not include basements, porches, verandas, breezeways, terraces, garages, or hobby-type/storage building. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to the minimum heated area requirements on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

5. **BUILDING SETBACK LINES.** No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of Roberts Meadows referred to in the deed to such lot from Developer, nor nearer than three (3) feet to any side lot property line. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

DEED 71 B PG 294

6. **SEWER EASEMENTS.** Certain lots are subject to an easement and right-of-way for sanitary sewer purposes. The total width of the sewer easement is twenty-five (25') feet, consisting of twelve and one-half (12 1/2') feet on each side of the sewer line and shall be as shown on a plat of Roberts Meadows. Any portion of a lot subject to a sewer easement is for the installation, maintenance and repair of the sanitary sewer line and/or manhole, and no lot owner shall build permanent above-ground improvements upon said easement or do any other act or deed which would interfere with or interrupt the use of the easement for sanitary sewer line purposes.

7. **APPROVAL OF BUILDING PLANS - SPECIAL CONDITIONS.**

A. No building or structure, whether it be the dwelling house, garage or hobby-type building shall be erected, placed or altered on any lot until the building plans, elevations, location, specifications have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within two (2) weeks after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed hobby-type/storage building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or its nominee.

B. The completion of improvements upon a lot shall include the landscaping of the yard, including the grassing or sodding of the yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.

C. The front elevation of the dwelling house foundation must be a minimum of six (6") inches above the finished grade of the front yard.

D. No garage shall open to the front of a house unless said garage is enclosed with a door or doors with automatic door opener. Developer reserves the right to grant a waiver or variance to this provision, but only in cases where compliance created an undue hardship as a result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.

E. In the event that substantial construction of a residence on a lot is not commenced by the Owner thereof, excluding the developer, within one (1) year from the date of purchase and closing of said lot from the Developer, the Developer reserves the first option to repurchase the lot at a purchase price equal to ninety (90%) percent of the purchase price paid to the Developer for the lot. If the Developer exercises this option, title to the lot in the reconveyance shall be free and clear of liens and encumbrances. If Developer does not exercise this option by written notice to the owner within thirty (30) days after the expiration of the one year period, the owner may consider the lot free and clear of this option. If the Developer exercises this option, closing of title shall be within thirty (30) days of the date of notice to the owner. The option reserved herein to the Developer shall not render a bona fide mortgage lien invalid and is specifically subordinate to any bona fide mortgage lien.

DEED 71 B PG 295

8. **PROHIBITED BUILDING MATERIALS.** Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or other structure. No more than fourteen (14%) percent of the exterior of any building may be covered with any type of siding, except that the Developer retains sole discretion to grant a waiver of this restriction.

9. **TRAILERS AND MOBILE HOMES PROHIBITED.** Trailers and mobile homes, including typical double-wide mobile homes, are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot.

10. **REQUIREMENTS FOR DRIVEWAYS.** All driveways shall be constructed of concrete and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.

11. **DEVELOPER'S DISCLAIMER.** DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH MATTER OR ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSIONS, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION.

12. **GENERAL EASEMENTS.** Developer reserves an easement three (3') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Roberts Meadows. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure upon a lot.

DEED 71 B PG 296

13. **SEWAGE.** All sewage shall be disposed of through the sanitary sewer collection lines located within the subdivision and owned by the Spartanburg Sanitary Sewer District, and all connections to such lines shall be made only with the written approval of the Spartanburg Sanitary Sewer District in accordance with its rules and regulations.

14. **FENCING.** No wire or metal fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Wire, metal or wooden fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed five (5") feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected beyond the side building setback line shown on the plat above referred to.

15. **BUSINESS ACTIVITIES PROHIBITED.** No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.

16. **NUISANCES AND OFFENSIVE ACTIVITIES.** No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.

17. **PARKING OF BOATS AND RECREATIONS VEHICLES.** No camping trailer, boat, boat trailer or other similar recreational vehicle, motor vehicle, or other device or equipment shall be permitted to stand on the front portion of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Further, no portion of a lot shall be used for the operation of any non-licensed motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

18. **PORTABLE OR METAL BUILDINGS PROHIBITED.** Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot, provided, however, that a hobby-type building or other storage building approved in writing by the Developer is permissible.

19. **SWING SETS.** Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot.

20. **NO TEMPORARY RESIDENCES.** No garage or hobby-type/storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

DEED 71 B PG 297

21. ANIMALS. No domestic fowl, cows, hogs, mules, horses, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hinderance or nuisance to others.

22. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property.

23. CLOTHESLINES. All clotheslines and poles shall be installed on the rear portion of a lot away from the street.

24. SCREENING OF YARD EQUIPMENT. Lawn mowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

25. TELEVISION ANTENNA AND SATELLITE DISHES. A standard roof-mounted or chimney-mounted television antenna is permissible, but no other type of antenna, satellite dish or similar device for the transmission or reception of signals of any kind shall be erected or allowed to remain on any lot. If available, the new Direct Broadcasting Satellite (DBS) television system or equivalent technology or system will be allowed, as long as the satellite receiving dish or apparatus does not exceed eighteen (18") inches in diameter and is affixed to the rear of the roof or any eave of the dwelling.

26. COMPLETION OF IMPROVEMENTS. All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

27. COVENANT OF GOOD APPEARANCE AND REPAIR. Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearances of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Roberts Meadows Homeowners Association, Inc., or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 37.I. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE 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.

DEED 71 B PG 2 98

28. **SIGNS.** No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for development of the property. The portion of Lot 27 labeled "Landscape Area" and a similar portion of Lot 1, as shown on the above-referenced plat shall be exempt from this provision, due to the fact that the subdivision identification sign will be located thereon.

29. **STREET LIGHTS.** If street lighting is installed by the Developer, the cost and expense of operation will be transferred to the Homeowners Association at any time after one (1) year from date hereof.

30. **MAINTENANCE OF STREET RIGHT-OF-WAY.** The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

31. **FUEL TANKS.** All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.

32. **FIREWORKS.** Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer.

33. **MAIL RECEPTACLES.** All mailboxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each owner has the responsibility of keeping same in good repair and appearance.

34. **VOTING RIGHTS.** The Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all those Owners defined in Paragraph 1 (E) with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Paragraph 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

DEED 71 B PG 299

(a) When the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in Class B membership; or

(b) January 1, 2010

35. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

A. **Title to Common Properties.** The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the sole discretion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all of its rights, title and interest in the common properties to the Association not later than December 31, 2002.

B. **Restrictions on Common Areas.** The parcels of real property included as part of the Common Properties are to be maintained solely as landscaped and/or beautification areas or for identification signs for Roberts Meadows. No other use or improvements are to be made to said real property without the express written permission of the Developer, and Developer expressly reserves easement rights upon these parcels for installation of underground utilities, landscaping or maintenance.

36. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. **Creation of Lien and Personal Obligation of Assessments.** The Developer for each lot owned by it within Roberts Meadows hereby covenants and each owner of any lot by acceptance of a deed to a lot within Roberts Meadows, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments, charges or dues; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the lot owners in Roberts Meadows and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

(1) Expenses for the maintenance, upkeep and improvements of the Common Properties.

(2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, water usage and

DEED 71 B PG 300

other related reasonable and necessary expenses, including expenses for yard maintenance of each finished dwelling.

(3) Maintenance, upkeep, repair and/or replacement of the sprinkler systems within the Common Properties.

(4) For the payment of services for any street lighting undertaken and accepted by the Association.

(5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Roberts Meadows identifying the subdivision, containing street names or other safety signs, if any.

(6) For any other purpose, costs or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these restrictions.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 2000. For the years following January 1, 2000, the annual assessment may be adjusted by vote of the home owners as herein provided. Lots owned by the Developer and or lots with dwellings under construction shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

D. Change in Basis and Maximum of Annual Assessments. Subject to the limitations in Paragraph 36.C above, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Paragraph 36.C hereof prospectively for any such period provided that any such change shall have the assent 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, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 2000, and on January 1 of each year thereafter. Prior to January 1, 2000 the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under Paragraph 36(A) hereof shall be fixed in the resolution authorizing such assessment.

F. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Paragraph 36.E. above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees,

DEED 71 B PG 301

Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) from the delinquency date. The Developer may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

G. Lien of Assessments is Subordinate to Recorded Mortgage. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

37. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Developer may assign and/or delegate all or any part of such reserved rights to the Homeowners Association.

38. TERM OF ENFORCEMENT AND AMENDMENTS. These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2030, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Roberts Meadows agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in Roberts Meadows. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the items hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

39. EFFECT OF COVENANTS AND ENFORCEMENT.

DEED 71 B PG 302

A. Effect of Provisions of These Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Roberts Meadows do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Roberts Meadows is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) 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, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Roberts Meadows;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Roberts Meadows, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer, his respective successors, assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns 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.

C. Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against the owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms hereof.

D. Enforcement Remedies. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repairs, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct

or abate such violation, or breach of these covenants; (3) to prevent the occupance of

DEED 71 B PG 303

or abate such violation, or breach of these covenants; (3) to prevent the occupance of any dwelling or land; (4) to prevent any act, conduct business or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants, "shall", be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party.

40. MISCELLANEOUS.

A. No Waiver. Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

B. Captions. The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

C. Board Authorization. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice verse, and words used in the present tense shall include the future tense.

E. Savings Clause. If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 17th day of November, 1999.

Lynn M. White
Nancy S. Roberts
Lynn M. White
Nancy S. Roberts

Estate of Guy T. Roberts

By: *Nancy S. Roberts*
Name: NANCY S. ROBERTS
Title: _____
As to Lots: _____

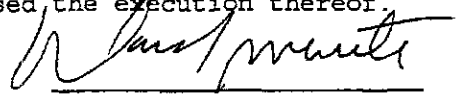
Wachovia Bank, N.A., As Trustee
under the Will of Guy T. Roberts,
deceased
By: *John H. Baker*
Title: VICE PRESIDENT
TRUST OFFICER

C:ROBERTSMEADOWS.RES

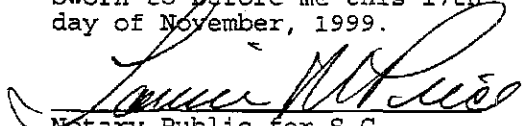
DEED 71 B PG 304

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 Estate of Guy T. Roberts and Wachovia Bank, N.A. sign, seal and as their act and deed deliver the within written Restrictive Covenants and that (s)he with the other witness subscribed above witnessed the execution thereof.



Sworn to before me this 17th day of November, 1999.



Notary Public for S.C.
 My Commission Expires: 7/24/05

BY-LAWS
of
ROBERTS MEADOWS HOMEOWNER'S ASSOCIATION, INC.
As amended and approved by membership – February 12, 2013

Article I. Name, Office, and Stock

- Section 1. The name of this Corporation is Roberts Meadows Homeowner's Association, Inc. (the "Corporation").
- Section 2. The principal office of the Corporation shall be located at 416 Savanna Plains Drive, Spartanburg, SC, 29307 or at such other place as the director of the Corporation may hereinafter designate.
- 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 own the Common Properties of Roberts Meadows (as defined in the Restrictions referenced below, to enforce certain covenants, restrictions and liens of Roberts Meadows for the benefit of the homeowners therein and to take any and all such other actions of the Roberts Meadows 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 declaration of protective covenants, conditions, restrictions and easements of Roberts Meadows listed on **Exhibit A** attached hereto (the "Restrictions") 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 Roberts Meadows as amended shall be resolved by giving precedence and effect to the provisions contained in the Restrictions rather than those conflicting provisions contained in these By-Laws.

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 Anon-profit Corporation.
- Section 2. The President of the Corporation shall have custody of the seal.
- Section 3. The seal or a facsimile may be used by causing it to be impressed, affixed, reproduced or otherwise as required by the duties of the secretary or as requested by the president of 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 Roberts Meadows Homeowners Association, Inc., or if no such organization exists the net assets shall be distributed prorate 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 record owners, whether one or more persons or entities of fee simple title to any lot within Roberts Meadows as shown on those plats of Roberts Meadows listed on **Exhibit B** attached hereto and meet all other lawful qualifications as maybe determined from time to time by the Board of Directors consistent with the Restrictions for Roberts Meadows. Unless otherwise defined in these By-Laws, capitalized terms shall have the same meaning as used in the Restrictions.

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 ten percent (10%) of the members entitled to vote at a meeting. 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. The voting rights of each member shall be as set forth in the Restrictions for Roberts Meadows.

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 event, the meeting notice shall also include a description of the issues to be submitted to the membership at the meeting for consideration.

Article VIII. Board of Directors

Section 1. The Board of Directors shall at all times consist of a minimum of three (3) Directors and shall be elected by the members as follows:

(a) Qualifications of Board Membership.

A nominee for Board Membership shall as of the day of election:

1. be an "owner" as defined in Paragraph 1E of the Declaration of Protective Covenants (dated November 17, 1999), or the spouse of such an "owner" with the intent of remaining an "owner" for the term of office;
2. be a full time (more than 9 months per year) resident of Roberts Meadows, with the intent of remaining a resident for the term of office;
3. be current in payments as defined in Paragraphs 36.A (1) and 36.A (2) of the Declaration of Protective Covenants. (dated November 17, 1999).

(b) Nomination.

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual

meeting. The Nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to such annual meeting of the members to serve their respective terms (See Article VII, Section 5). The Nominating Committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not fewer than the number of vacancies that are to be filled. Such nominations must be made from among the members of the Association.

(c) Election.

Election of the Board of Directors shall be by secret ballot. At such elections the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

- 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) own, sell, mortgage, lease or otherwise dispose of any real or personal property owned by the Corporation;
 - g) 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.
- Section 5. Election of Board Members shall occur at each annual meeting of the membership. The terms of Directors shall be staggered. Initial Board members shall serve staggered terms of one, two and three years. Thereafter, Board members shall serve three-year terms with approximately one-third of the Directors elected at each annual meeting. Each Director shall hold office until the annual meeting when his/her term expires and until his/her successor has been elected and qualified.
- 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 Vice President or Secretary respectively.

Article X. Corporate Officers

- Section 1. The officers of the Corporation shall be a President, Vice President, a Secretary and a 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 or Board Member 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 for the balance of the term by a majority vote of the Board 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 President of a Corporation including responsibility for planning, supervising and directing the program and operations of the 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.

In all cases prior to making the commitment or purchase, the President shall obtain the approval of the Board of Directors for any proposal estimated to cost in excess of \$500. The Board of Directors, by majority vote, the President not voting, may from time to time adjust this amount. The President may with the concurrence of the Board of Directors, delegate, in writing, all or a portion of his or her authority to other officers of the Corporation.

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 at the regular meetings of the Board of Directors and shall make and maintain a written 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 of 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 the Board of Directors and shall turn over to his successor all records and property of the Corporation as he may have in his possession.

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 February 12, 2013

SECRETARY _____ Date: _____

PRESIDENT *Harold Joth* Date: 2/12/13

AS OF 10/01/2017 THIS MUST BE USED
ROBERTS MEADOWS 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 Roberts Meadows:

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 7A and 8).

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 Roberts Meadows 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: _____