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DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO WEBBER PLACE-PHASE III

R.M.C.
SPARTANBURG, S.C.

WHEREAS WEBBER PLACE-PHASE III PARTNERS, a South Carolina Partnership ("Declarant"), is the owner of certain land located in Spartanburg, South Carolina, on which it plans to develop 18 Townhouses known as Webber Place-Phase III; and

WHEREAS, Declarant wishes to declare certain restrictive covenants affecting said land.

NOW, THEREFORE, the Declarant hereby declares that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and such additional lands owned by Declarant as may be placed from time to time under the coverage hereof by the Declarant by incorporating this Declaration by specific reference. The Declarant reserves in each instance the right to add additional restrictive covenants with respect to land owned by it and covered hereby and to limit the application of this Declaration to lands owned by it and subjected hereto in the future.

ARTICLE I
DEFINITIONS

The following words and terms when used in this Declaration or in any amendment hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- A. "Association" shall mean and refer to WEBBER PLACE-PHASE III HOMEOWNERS ASSOCIATION, INC. a South Carolina nonprofit corporation, its successors and assigns.
- B. "Common Property" shall mean and refer to certain property which is deeded to the Association for the use and benefit of its members and any personal property acquired by the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners, Residents and their guests.
- C. "Declarant" shall mean and refer to WEBBER PLACE-PHASE III PARTNERS, its successors and assigns.
- D. "Declaration" shall mean and refer to this declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Webber Place-Phase III.
- E. "Declaration of Covenants, Etc." shall mean and refer to the Declaration of Covenants and Restrictions providing for Webber Place-Phase III, filed of even date herewith.

NOTWITHSTANDING THE ESTABLISHMENT OF TOWNHOUSES OF WEBBER PLACE-PHASE III AND THE SUBMISSION OF THE PROPERTY TO THE TERMS AND CONDITIONS OF THIS DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS, WEBBER PLACE-PHASE III IS NOT A CONDOMINIUM AS DEFINED IN THE HORIZONTAL PROPERTY ACT, CODE OF LAWS OF SOUTH CAROLINA, 1976 SECTION 27-31-10, ET SEQ.



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2. Landscaping structures of the type compatible with the Townhouses built in Webber Place-Phase III including, but not limited to, garden walls, walks, fences, driveways and parking areas.
3. Carports or garages shall be allowed on certain Lots as designated by Declarant or Association.
4. Sunroom or awning shall be permitted if compatible with the building exterior and approval is obtained from the Declarant or Association.

D. Architectural Approvals.

1. Alterations to Townhouses: No Owner shall make modifications alterations to such Owner's Townhouse which affect the external appearance, structural integrity or soundness of the improvement located on the Property without previously obtaining the written approval of the Association. No screened enclosures of outside balconies, ground terraces or patios shall be permitted without the written approval of the Association, except that sunrooms or an awning shall be permitted, if compatible with the building exterior and written approval is obtained from the declarant or the association. Changes to the interior of a Townhouse which do not affect the structural integrity or soundness of the improvements located on the Property may be made without the approval of the Association.
2. Landscaping Alterations: No owner shall make alterations, modifications or changes to the landscaping including, but not limited to, the removing, planting or placing of trees, shrubbery, bushes, grass or ground cover, or the construction or removal of walls, fences, fountains, pools, ponds, streams, gardens, decks, or patios without previously obtaining the written consent of the Association; provided, however, if trees or shrubbery located on such portion of a Lot should die, the Association shall be responsible for its removal (unless the Owner shall have insurance proceeds available for such removal, in which the event the Owner shall be responsible for its removal), but the Owner shall, at his expense, replace dead trees or shrubbery with reasonably similar trees or shrubbery; provided, however, that any such replacements may be of a lesser age.
3. Procedure for Seeking Consent of Association: In order to seek the consent of the Association required hereunder, an Owner shall submit to the President of the Association a written request for consent describing the modification, alteration, or change which the Owner desires to make. Such request shall be accompanied by full complete plans and specifications, a site plan, a work schedule and list of those who will be performing the work for the alteration, modification or change which the Owner desires to make. The Association shall, in writing, grant or deny a request for its consent within sixty (60) days after receiving a written request from an Owner. If the consent requested is not granted or denied in writing within said sixty (60) days period then the Association shall be deemed to have given its written consent as requested by the Owner.
4. Discretion of Association In Granting Consent: The Association may base its decision to grant or deny its consent hereunder upon any grounds including purely esthetic considerations, which, in the sole and uncontrolled discretion of the Association, seems sufficient.

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F. "Lot" shall mean and refer to those portions of the Property upon which Declarant has constructed a Townhouse for sale, use and occupancy as a single-family residential dwelling in conformity with the terms of this Declaration and the Declaration of Covenants, Etc. as will be shown, with respect to the land described on Exhibit A, on a plat which will be filed of record by Declarant prior to the conveyance of the first Townhouse to the purchaser thereof, and, with regard to the Additional Property, on plats which will be filed of record by Declarant at the appropriate time.

G. "Owner" shall mean and refer to the Owner (including the Declarant) as shown by the real estate records in the Office of the R.M.C. for Spartanburg County, South Carolina, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Lot and Townhouse located within Webber Place-Phase III but, notwithstanding any applicable theory of a mortgage or deed to secure debt, shall not mean or refer to the mortgagee or holder of a deed to secure debt, its successors assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the R.M.C. for Spartanburg County, South Carolina, a long-term contract of sale covering any Lot, the Owner of such Lot shall be deemed to be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one in which the purchaser is required to make payments for a Lot for a period extending beyond nine (9) months from the date of contract, and in which the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

H. "Webber Place-Phase III" shall mean and refer to the Lots in Spartanburg County, South Carolina, on the Property and the Common property.

I. "Property," unless the context shall otherwise require, shall mean and refer to that tract or parcel of land described on Exhibit A, together with all improvements thereon.

J. "Townhouse" or "Family Dwelling Unit" shall mean a single family dwelling unit constructed on any Lot.

ARTICLE II
COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS
APPLICABLE TO ALL LOTS IN WEBBER PLACE-PHASE III

A. Purpose. The primary purpose of this Declaration and the foremost consideration in the origin of same has been the creation of a fee simple townhouse development which is esthetically pleasing and functionally convenient.

B. Residential Use. Each lot and the Townhouse constructed thereon shall be used for residential purposes exclusively. No business or commercial activity of any nature shall be maintained in any Townhouse, including by way of illustration and not by way of limitation, telephone answering services, manufacturer's representatives, interior decorating services and such other activities as do not directly constitute or necessitate the transfer of goods or merchandise from, in or about a Townhouse which it owns as a model unit or as a sales office.

C. Permitted Structures. No structure shall be erected, placed or permitted to remain on any Lot other than the following:

1. One single-family Townhouse to be used as a dwelling.

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L. Disturbing Others. Each Owner shall be responsible for and shall regulate the occupancy and use of such Owner's Lot and Townhouse so as to not unreasonably disturb other residents of Webber Place-Phase III or to interfere unreasonably with the peace and enjoyment of the other Lots and Townhouses by the Owners thereof. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on a Lot which create any annoyance or nuisance to the Owners or residents within Webber Place-Phase III. No Owner shall allow any disturbing noises on such Owner's Lot nor interfere with the rights, comforts or conveniences of other Owners. No Owner shall permit any musical instrument to be played or any phonograph, television, radio or other sound-making equipment to be operated on such Owner's Lot at a volume which disturbs or annoys other residents of Webber Place -Phase III.

M. Rubbish and Trash. No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall be stored only temporarily awaiting pickup and must be kept in adequate sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition.

N. Interior Window Coverings. All interior window coverings as viewed from the exterior shall be white or off-white in color.

O. Mailboxes. No mailbox shall be erected or installed on any Lot unless the Owner shall have received prior written approval from the Declarant as to the design, style and location of the mailbox.

ARTICLE III INSURANCE AND RECONSTRUCTION

A. Owner must Provide Insurance of Townhouse. Each Owner shall, at his own expense, insure his Townhouse at not less than the current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

B. Reconstruction or Repair of Damaged Townhouses. If any Townhouse shall be damaged by casualty, the Owner of such Townhouse shall promptly reconstruct or repair it so as to restore such Townhouse as nearly as possible to its condition prior to suffering the damage. All such reconstruction and repair work shall be done in accordance with plans and specifications therefor, approved by the Association. Encroachments upon or in favor of Townhouses or Lots, which may be necessary for or created as a result of such reconstruction or repair, shall not constitute a claim or basis of a proceeding or action by the Owner on whose Townhouse or Lot such encroachment exists, provided that such reconstruction or repair is done substantially in accordance with the plans and specifications approved by the Association or as the building was originally constructed. A number of Townhouses constructed on Lots appear from the exterior to have a common party wall with the Townhouse or Townhouses constructed on contiguous Lots. However, all Townhouses have been constructed with separate exterior stud walls where there appears to be a party wall. The boundary line between these Lots runs along the air space between any such Townhouses. This air space has been concealed on the exterior by covering it with fascia boards which are common to both Townhouses. The exterior of the two walls on either side of this small air space are unfinished so that if one of the Townhouses is destroyed and not rebuilt, an unsightly condition will exist. Therefore, if a structure is destroyed in whole or part, the Owner shall be responsible for the cost of finishing the exterior of those walls on contiguous Townhouses which are unfinished and

E. Antennas, Air Conditioning Units and Other Objects Located Outside of Townhouse. No Owner shall install or permit to be installed television or radio antenna, window or roof-top air conditioning units or similar machines or objects outside of the Owner's Townhouse which protrude through the walls or roof of a Townhouse.

1. The provisions of this paragraph shall not prohibit the Declarant from installing or having installed equipment necessary for a master antenna system or Community Antenna Television (C.A.T.V.) or other similar systems within Webber Place-Phase III; and
2. Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a Lot Owner may make written application to the Declarant for permission to install a television antenna and such permission shall not be unreasonably withheld.

F. No Signs. Except for the rights given Declarant under the Declaration of Covenants, Etc., no signs, advertisements, or notices shall be erected, exhibited, maintained, inscribed, painted or affixed on any portion of a Lot or on any Townhouse by anyone including, but not limited to, an Owner, a Realtor, a contractor, or sub-contractor, except with the prior written consent of the Association or except as may be required by legal proceedings. If such consent is granted, the Association shall have the right to restrict the size, color and content of such signs. Residential property identification, rental signs and like signs not exceeding a combined total of more than one (1) square foot maybe exhibited and maintained without the written consent of the Association. Likewise, one sign of not more than five (5) square feet advertising a Lot for sale may be exhibited or maintained during a period for which it is for sale without the consent of the Association.

G. No Burning. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot.

H. Pets. Except as in this section permitted, no animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot; provided, however, that an owner may be permitted to keep no more than two (2) normal household pets (i.e., dogs or cats) on his Lot. In the event that pets are kept on a Lot, such pets shall not be kept, maintained or bred for any commercial purposes and must be secured by a leash or lead at any time they are permitted outside a Townhouse. In no event shall an Owner maintain on a Lot any pet which causes distress to other Owners by barking, howling, whining, biting, scratching or damaging property.

I. No Outbuildings or Temporary Structures. No mobile home, tent, barn, shed, pet pen, pet house, or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently, except as permitted in paragraph C herein. No structure of a temporary character shall be placed upon any Lot at any time.

J. Parking of Vehicles. No vehicle of any type (including, but not limited to, boats, trailer, trucks, buses, motor homes, recreational vehicles, motor scooters, go carts, motor bikes and campers) other than conventional automobiles and pick-up trucks shall be parked or maintained on any Lot except as the Association shall permit in an area specially designated for such purpose. None of the aforesaid vehicles shall be used as a living area while located on the Property no shall any of the aforesaid vehicles be repaired or serviced on any portion of the Property. Each Lot shall contain two (2) parking spaces.

K. Activities Causing Disorderly Conditions. The pursuit of hobbies or other activities which might lead to disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any Lot.

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which are exposed to view as the result of such destruction. The finish placed on these exterior walls shall be subject to the approval of the Declarant and shall be compatible with the finish of the other visible exterior walls of the structure. In addition, the Owner of the damaged or destroyed structure shall be responsible for the cost of immediately weatherproofing the exposed unfinished walls of contiguous Townhouses if that is necessary.

C. Decision Not To Reconstruct. An Owner shall not be required to reconstruct a damaged Townhouse only if 60% or more of the Townhouses in Webber Place-Phase III are rendered uninhabitable by such damage.

ARTICLE IV
ADDITIONAL RESTRICTIONS TO IMPLEMENT
EFFECTIVE ENVIRONMENTAL CONTROLS
APPLICABLE TO ALL LOTS IN WEBBER PLACE-PHASE III

In order to protect the natural beauty of the vegetation, topography, and other natural features of the Property, the following environmental controls are hereby established:

A. Topographic and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Declarant. Written approval will be granted hereunder only after a plan designed to prevent erosion, or other unsightly or destructive processes from occurring has been submitted to and accepted by the Declarant. Written approval will be granted for the minimum amount of each movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of Paragraph D of Article II of this Declaration.

B. No trees, shrubs, ground cover, or other vegetation may be removed from any Lot without written approval of the Declarant. Approval for this removal of trees located within ten (10) feet of a Townhouse will be granted unless such removal will substantially decrease the beauty of the Property.

C. In order to implement effective and adequate erosion control and protect the purity and beauty of the Property, the Declarant, its successors and assigns, and its agents shall have the right to enter upon any portion of the Property for the purpose of performing any grading work or constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements has commenced on such Property or the soil thereof has been graded. Provided, however, that prior to exercising its right to enter upon the Property for the purpose of performing any grading work or constructing or maintaining erosion prevention devices, the Declarant, its successors and assign, shall give the Owner of that portion of the Property the opportunity to take any corrective action required by giving said Owner notice indicating what type of corrective action must be taken by the Owner. If said Owner fails to take the specified corrective action immediately, the Declarant shall then exercise its right to enter upon that portion of the Property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Declarant shall be kept as low as reasonably possible. The cost of such work, when performed by the Declarant, its successors or assigns, shall be paid by said Owner of that portion of the property on which the work is performed. The provisions of this paragraph shall not be construed as an obligation on the part of the Declarant to perform grading work or to construct or maintain erosion prevention devices.

D. In order to implement effective insect, reptile, wildlife and woods fire control, the Declarant and its agents have the right to enter upon any portion of the Property on which no landscaping plan has



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been implemented, for the purpose of moving, removing, clearing, cutting or pruning underbrush or weeds of other growth which in the opinion of the Declarant detracts from the overall beauty of or safety for Webber Place-Phase III. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the Property on which the work is performed. The Declarant and its agents may likewise enter upon such Property to remove any trash which is collected. Such entry shall not be made until thirty (30) days after the Owner of the property has been notified in writing of the need of such work, and unless such Owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Property, to provide garbage or trash removal, services, or to provide water pollution control on any privately-owned Lot.

E. In addition, the Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under any portion of the Property to dispense pesticides and take other action which in the opinion of the Declarant is necessary or desirable to control insects and vermin.

ARTICLE V ADDITIONAL PROVISIONS

A. Easement for Encroachment. If any portion of a Townhouse now encroaches upon any other Townhouse or Lot as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, there shall exist a valid easement for these encroachments and for the maintenance of same so long as the buildings stand.

B. Term. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Declarant and persons claiming under them, specifically including, but not limited to, their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration, after which time all of said covenants shall be automatically renewed and extended for successive then (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed or extension of the term of this Declaration if, prior to the expiration of the initial twenty (20) year period, or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by the Owners of a majority of the Lots has been recorded agreeing to terminate this Declaration upon the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.

C. Enforcement of Covenants. In the event of a violation or breach of any of the restrictions contained herein by any Owner or agent of such Owner, the Owners of Lots in Webber Place-Phase III, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof and to prevent the violation or breach of any such covenant. In addition to the foregoing, Declarant or the Association shall have the right, whenever there shall have been built or put in place on any Lot in Webber Place-Phase III, any structure or landscaping in violation of these restrictions, to enter upon such Lot where such violation exists and summarily abate or remove the same at the expense of the Owner if, after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of a bar to such right to enforce.

D. Liability of Association: The Association shall not be liable to an Owner or to any other person or account of any claim, liability, damage or expense suffered or incurred by or threatened against

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an Owner or such other person arising out of, or in any way relating to, the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Association, whether given, granted or withheld.

E. Severability: Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect.

F. Reservation of Easement: The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric services, community antenna television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, sprinkler systems, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, storm drainage or other public conveniences or utilities on, in or over those portions of such Property as may be reasonably required for utility line purposes. These easements and rights expressly include the right to cut any trees, bushes and shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to locate wells, pumping stations, siltation basins, retention and detention ponds, and tanks within Webber Place-Phase III in any open space or on any portion of the Property designated for such use on the application plat of said Property, or to relocate same upon any portion of the property. Such rights may be exercised by a licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Following the installation of any utility apparatus or other improvements on any portion of the Property pursuant to the provisions of this paragraph, the Declarant shall restore such portions of the Property as nearly as is reasonably possible to its condition immediately prior to such installation.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed
this 30 day of July, 1993

Signed, sealed and delivered
in the presence of:

WEBBER PLACE-PHASE III PARTNERS

Darwin M. Sims
Witness

BY: B. R. Litchfield by L. Rowe Moody
B. R. Litchfield, Partner

Patricia M. Johnson
Witness

BY: L. Rowe Moody
L. Rowe Moody, Partner



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STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Personally appeared before me Taryn M. Sims and made oath that he/she the within named Webber Place - Phase III Partners Sign, Seal and as their Act and Deed; deliver the within written Declaration; and that he/she with Patricia M. Johnson witnessed the execution thereof.

Sworn to before me this 30th day of July, 1993.

Patricia M. Johnson (L.S.)
Notary Public for South Carolina
My Commission Expires: 1-5-96

Taryn M. Sims



ARTICLE VI
FUNCTIONS OF ASSOCIATION

1. Ownership and Maintenance of Common Properties.

The Association shall be authorized to own and maintain the Common Properties. The Association shall pay any ad valorem taxes on the Common Properties. Each Owner shall be responsible for the payment of all ad valorem taxes on his Lot and Townhouse.

2. Required Services.

The Association shall be required to provide the following services:

(a) Repair, replacement and maintenance of the Common Properties and all improvements located thereon.

(b) Taking any and all actions necessary to enforce all covenants and restrictions affecting Webber Place-Phase III and to perform all of the functions and duties delegated to the Association in any covenants or restrictions applicable to Webber Place-Phase III.

(c) Providing administrative services, including, but not limited to, legal, accounting and financial, and communication services informing Owners of activities and giving required notices incident to carrying out the functions of the Association.

(d) Review of an approval or disapproval of plans and specifications for (i) work to any Townhouse or (ii) landscaping on any lot, all as provided for in the Declaration of Rights, Restrictions, Etc.

(e) Maintenance of liability insurance for the Association in such amounts as shall be determined by the Board of Directors to protect the association against claims for which the Board of Directors determine should be covered, including, without limitation, insurance for the officers and directors in connection with their management of the Association.

(f) Enforce the obligation of each Owner to maintain and keep in good repair the exterior of such Owner's Townhouse(s) and such Owner's Lot (s).

(g) Maintenance of the Common Properties.

(h) Painting of the exterior (excluding roofs) of all Townhouses so that the exterior integrity and appearance of each Townhouse is preserved.

(i) Maintain roof and fences.

3. Discretionary Services.

The Association shall be authorized, but not required, to provide the following services:

(a) Provide police protection and security to Webber Place-Phase III including, the employment of police and security guards.

(b) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document.

(c) Provide garbage and trash collection to each Townhouse within Webber Place-Phase III.

(d) To purchase hazard insurance covering the improvements located on the Common Properties and any items of personal property which are part of the Common Properties.

4. Obligation of the Association.

The Association shall be obligated to carry out those services specified in Section 2 of this Article, but shall not be obligated to carry out or offer any of the functions and services specified in Section 3 of this Article. The functions and services listed in Section 3 to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or to provide may be added to or reduced or may be changed in nature (i.e., from required to discretionary or vice versa) at any time upon the affirmative vote of a simple majority of the voting rights of those voting at a duly held meeting of Members together with the consent of Declarant, so long as Declarant owns a Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property, or any portion thereof, to the Development.

5. Pledge of Revenues.

The Board of Directors of the Association shall have the power and authority to borrow funds for the benefit of the Association is performing its authorized functions and to pledge the revenues of the Association as security for such loans.

ARTICLE VII
MAINTENANCE

1. Owner's Responsibility.

Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of a Lot, together with all portions of the Townhouse, and other improvements thereon shall be the responsibility of the Owner of such Lot. The responsibility of each Owner shall include the maintenance, repair, and replacement of all fixtures, equipment, and appliances (including, without limitation, the heating and air-conditioning system for his Townhouse) and all chutes, flues, ducts, conduits, wires, pipes, plumbing or other apparatus which are deemed to be a part of his Lot. The responsibility of the Owner shall also include the maintenance, repair, and replacement, of all glass, lights and light fixtures (exterior and interior), awnings, window boxes, window screens, and all screens or glass-enclosed porches, balconies, or decks which are a part of the Townhouse. Each Owner shall maintain and keep the exterior and grounds of his Townhouse in good, neat, clean and sanitary condition and such responsibility shall include the maintenance and care of all lawns, trees, shrubs, hedges, grass, and other landscaping contained within the rear portion of such Lots. Each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any portion of the Lot or Townhouse which is the responsibility of the Owner, but which responsibility such Owner fails or refuses to discharge; the Association may specially assess the Owner for any amounts expended by the

Association to discharge the responsibility of the Owner defined herein. The event of any such assessment as herein provided and the non-payment by the Owner within 30 days after notice and demand from the Association, the Association shall have the rights set forth in Article V, Section 7 hereof.

ARTICLE VIII **GENERAL PROVISIONS**

1. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant or any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of twenty (20) years from the date this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty (20) year period or during the last year of any subsequent ten (10) year renewal period, a simple majority of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term and all holders of first priority deeds to secure debt of any Owner or successor to such Owner consent in writing to the termination of this Declaration. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the president and secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, the total number of votes cast against such resolution. Said certificate shall be recorded in the R.M.C. Office in Spartanburg County, South Carolina, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

2. Amendments.

Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion without the consent of any other Owners, for so long as Declarant owns at least one (1) lot in Webber Place-Phase III. In all other instances, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if two-thirds (2/3rds) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the president and secretary of the Association shall execute an addendum to this Declaration which shall set forth in amendment, the effective date of the amendment (which in no event shall be prior to the date on which such addendum is recorded in the R.M.C. Office of Spartanburg County, South Carolina, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given,

the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Members, the total number of votes necessary to adopt the amendment, the total number of votes cast against the amendment. Such addendum shall be recorded in the R.M.C. Office of Spartanburg County, South Carolina. Notwithstanding any provision herein to the contrary, this Declaration shall not be amended without the express written consent of Declarant until Declarant's rights under Section 6 of Article III have expired.

3. Notices

Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent and notice thereby given which personally delivered or when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one of two or more co-owners or co-tenants of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the secretary of the Association, in writing, of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed, shall be deemed to have been given notice if notice was given to his predecessor in title.

4. Enforcement

Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person, persons, or entity violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, against the land and to enforce any lien created by these covenants. Failure by the Association or any member of the Declarant to enforce any covenant or restriction herein contained for any period if time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

5. Severability.

Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

6. Interpretation.

The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of this Declaration.

7. Authorized Action.

All actions which the Association is allowed or required to take under this instrument and all approvals or disapprovals which the Association is authorized to make shall be authorized actions of the Association only if approved by the majority of members of the Board of Directors of the Association

present at a duly held meeting of such Board of Directors, unless the terms of this Declaration provide otherwise.

8. Limited Liability.

In connection with all reviews, acceptances, inspections, permissions, consents or require approvals by or from the Association contemplated under this Declaration or the Declaration of Rights, Restrictions, Etc., neither Declarant nor the Association, nor any director or officer thereof, shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld or any act of Declarant.

9. Termination of Association.

In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VII, Section I, all of the Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Court of Common Pleas of Spartanburg County, South Carolina, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within Webber Place-Phase III as set forth below:

(a) Each Lot shall be subject to an annual assessment which shall be paid by the Owner of such Lot to the Trustee. The amount of such annual assessment and its due date shall be determined solely by the Trustee.

(b) Any past-due annual assessment together with interest thereon at the rate of fifteen percent (15%) per annum from the due date and all costs of collection including fifteen percent (15%) of the assessment and interest thereon as reasonable attorney's fees, shall be a personal obligation of the Owner at the time the annual assessments become past due, and it shall also constitute and become a charge and continuing lien on the Lot against which the assessment has been made in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

(c) The Trustee shall be required to use the funds collected as annual assessments for the maintenance, repair and upkeep of the Common Properties. The Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. The Trustee shall not have the obligation to provide for maintenance, repair and upkeep of the Common Properties once the funds provided by the annual assessments have been exhausted.

**BY-LAWS
OF
WEBBER PLACE-PHASE III HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME, LOCATION and MEMBERSHIP

1. **NAME.** The name of the Association is Webber Place-Phase III Homeowner's Association, Inc. (the "Association").
2. **LOCATION.** The principal office of the Association shall be located at 210 Chestnut Street, Spartanburg, SC 29306 (Attn.: L. Rowe Moody).
3. **MEMBERSHIP.** Membership shall be defined as in Paragraph 1 of Article III of the Declaration of Covenants and Restrictions providing for Webber Place-Phase III (the "Declaration of Covenants"). A copy of this filed document is attached hereto.
4. **POWERS AND DUTIES.** The Members shall manage and direct the affairs of the Association and, subject to any restrictions imposed by law, by the Declaration of Covenants, or by these By-laws, may exercise all of the powers of the Association. The Members shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Declaration of Covenants, or these By-laws, as they may deem necessary or appropriate in the exercise of their powers, including, without limitation, the collection of assessments and charges from the owners, the establishment and amendment from time to time of reasonable regulations relating to the common elements, both general and limited. Additionally, the Members may require that adequate fidelity bonds be obtained to protect the funds of the Association, and the premium of such bonds shall be paid by the Association.
5. **MANAGEMENT.** The Members may employ for the Association a managing agent for the administration of the property under such terms and conditions as such Members may authorize; provided, however, the Members shall not delegate to such agent the complete and total responsibility of the Association. Such managing agent shall have such duties and shall receive such compensation as determined by the Members.
6. **SUSPENSION OF VOTING RIGHTS.** The rights of a Member to vote shall be suspended during any period in which such Member shall be in default in the payment of any assessment levied by the Association.

7. APPLICABILITY. These By-laws are binding on all Owners (as defined in Section (i) of Article I of the Declaration of Covenants), their families, tenants, and guests, and any other person residing in or occupying a Townhouse. Each and every person who accepts a deed to, a lease of, or who occupies any Townhouse thereby consents to be bound by the provisions of these By-laws.

ARTICLE II

DEFINITIONS

1. DEFINITIONS. The terms used in these By-laws, unless otherwise specified herein, shall have the same meaning as in the Declaration of Covenants for Webber Place-Phase III, a copy of which is attached hereto.

ARTICLE III

VOTING

1. VOTING. Each Member of the Association shall be entitled to one (1) vote. Voting rights shall be defined as in Paragraph 2, of Article III of the Declaration of Covenants.

ARTICLE IV

MEETINGS

1. FIRST MEETING. The first meeting of Members shall be held approximately ninety (90) days following the completion of transfer of title to the last unit in Webber Place - Phase III.
2. ANNUAL MEETING. After the first meeting of Members, a meeting shall be held within ninety (90) days of the conclusion of the Association's fiscal year.
3. SPECIAL MEETINGS. Special meetings shall be held whenever called by the majority of the Members, or a majority of the Board of Directors.

4. PROPER NOTICE OF MEETINGS. Proper notice of all meetings of Members shall state the time and place of the meeting unless waived in writing. Such notice shall be in writing to each member at the address appearing on the books of the Association and shall be mailed not less than ten (10) nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Notice of the meeting may be waived in writing either before or after meetings, and attendance at any meeting by Members shall be deemed a waiver of the notice requirements unless such Member delivers written objection of failure to comply with such notice requirements to each and every Member attending the meeting.

5. ORDER OF BUSINESS. The order of business at each annual meeting shall be as follows:
 - (a) Roll call.
 - (b) Proof of Notice of Meeting or Waiver of Notice.
 - (c) Reading of Minutes of Preceding Meeting.
 - (d) Report of Officers.
 - (e) Unfinished Business.
 - (f) New Business.

6. QUORUM. A quorum shall be as defined in Article III, Paragraph 4 of the Declaration of Covenants.

7. PROXY. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association in writing before the designated time of each meeting.

8. MAJORITY VOTE. Acts and decisions authorized, approved or ratified by the casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be the acts and decisions of the Association, and shall be binding for all purposes upon the Association, except where a larger percentage of the quorum is required for an action by the Declaration of Covenants..

9. ACTIONS WITHOUT MEETING. Any action which may be taken at a meeting of the Membership may be taken without a meeting if a consent or ratification, in writing, setting forth the action so taken or to be taken shall be signed by all Members of the Association. Such consent shall be filed with the Secretary of the Association and inserted in the records of the Association.
10. DULY CALLED MEETINGS. A duly called meeting is a meeting at which a quorum is present and proper notice has been given.

ARTICLE V

OFFICERS

1. NUMBER AND ELECTION. There shall be elected annually by and from the Membership, a President, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be filled by the same person.
2. REMOVAL AND VACANCY. Except as herein provided to the contrary, the Officers shall be elected annually and hold office at the pleasure of the Membership. A vacancy in any office may be filled by the Membership at its next meeting. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.
3. DUTIES. The duties of the Officers shall be as follows:

(a) President - The President shall be the chief executive officer and shall preside at all meetings of the Members of the Association, shall see that orders and resolutions of the Members are carried out, shall appoint such committee consisting of Members of the Association as in his opinion are necessary, shall co-sign with the Treasurer all checks, promissory notes, and similar documents, if any, and shall perform such other duties as may be delegated to the President by the Membership. The President shall have all the general powers and duties which are incident to the President of a corporation organized under South Carolina law as a non-profit corporation and which are incident to controlling management of the Association in accordance with the laws of South Carolina and these By-laws.

(b) Secretary - The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Membership of the Association; keep appropriate current records, showing the Members of the Association together with their addresses and designating those Members

entitled to vote; to keep custody of and attest the seal of the Association; perform such other duties as may be required of him by the Membership or incident to the office of Secretary of a corporation organized under the laws of South Carolina as a non-profit corporation.

(c) Treasurer - The Treasurer shall be responsible for the funds of the Association, shall co-sign with the President all checks, promissory notes and similar documents, shall maintain full and accurate fiscal accounts and records, and shall perform such other duties as may be designated by the Membership or incident to the office of Treasurer of a corporation organized under the laws of South Carolina as a non-profit corporation. The funds of the Association shall always be kept in an account in the name of the Association.

4. COMPENSATION. Officers shall receive not compensation for the usual and ordinary services rendered to the Association incident to their offices. The Association shall make no loans to any Officers of the Association, directly or indirectly. Officers may be reimbursed for reasonable expenses incurred on behalf of the Association.

ARTICLE VI

DIRECTORS

1. NUMBER. The number of Directors who shall constitute the whole Board shall be three.
2. TERM. The Directors shall be elected at the annual meeting of the Membership and each Director shall be elected to serve until his successor shall be elected and shall qualify.
3. VACANCIES. In the office of any Director becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the Directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his successor is elected and qualified.
4. REMOVAL. The entire Board of Directors or any individual director, may be removed, with or without cause, by a majority vote of the Members.

5. **REGULAR MEETINGS.** Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all Directors and Members. A notice of each regular meeting shall not be required.
6. **SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by any member of the Board then in office and shall be held at such place, on such date and at such time as they or he shall fix. Notice of the place, date and time of each such special meeting shall be given each Director by whom it is not waived by mailing written notice not less than two (2) days before the meeting or by telegraphing or telefaxing the same not less than twenty-four hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.
7. **QUORUM.** At any meeting of the Board, a majority of the total number of the whole Board then serving shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.
8. **TELEPHONE MEETINGS.** Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting.
9. **CONDUCT OF BUSINESS.** At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the Directors present, except as otherwise provided herein or required by law. Action may be taken by the Board of Directors without a meeting if all Members thereof consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.
10. **POWERS.** The Board of Directors shall exercise all the powers of the Association except as are by law, or by Articles of Incorporation of the Association, by these By-laws, or by the Declaration of Covenants conferred upon or reserved to the Members.

11. COMPENSATION OF DIRECTORS. The Directors shall receive such compensation for their services as Directors and as Members of any committee appointed by the Board as may be prescribed by the Board of Directors and shall be reimbursed by the Association for ordinary and reasonable expenses incurred in the performance of their duties.

ARTICLE VII

OBLIGATIONS OF MEMBERS AND ASSOCIATION

1. AGREEMENTS. All Members are obligated to pay assessments as may be imposed by the Association as provided in the Declaration of Covenants for the purposes provided in the Declaration of Covenants.
2. MAINTENANCE AND REPAIR. The Association shall act to maintain and repair as provided in the Declaration of Covenants.
3. CONDUCT. All Members, their families, guests, visitors and tenants, and every occupant of a Townhouse shall at all times observe the published rules of conduct which may be established from time to time by the Association.
4. NOTICES. A Member or Members who mortgage a Townhouse or Townhouses or executes and delivers a deed to secure a debt, mortgage or other security instrument, which may become a lien on any Townhouse shall notify the President of the name and address of the mortgagee, or the holder of such deed to secured debt, mortgage or security instrument, and thereby authorize the Association to furnish such information as such mortgagees may request respecting unpaid assessments, taxes or other reasonable information concerning such Townhouse.

ARTICLE VIII

BOOKS AND RECORDS

1. INSPECTION. The books, records and papers of the Association shall at all times during reasonable hours be subject to inspection by any member at the principal office of the Association. The Declaration of Covenants and the By-laws of the Association shall be available for inspection by any member of the principal office of the Association.

ARTICLE IX

MISCELLANEOUS

1. BY-LAWS. These By-laws may be amended by a majority vote of the Members of the Association at any duly constituted meeting of such Members for such purpose. Each and every Member by accepting a deed for a Townhouse, thereby agrees to be bound by and benefit from any amendment so approved.
2. FISCAL YEAR. The fiscal year of the Association shall be the calendar year.
3. CONFLICT. In the event of any conflict between the provisions of the Declaration of Covenants and the provisions of these By-laws, the provisions of the Declaration of Covenants shall control.

DEED 61-P PG 029

B:\W\WRI\SAM
June 24, 1994

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO WEBBER PLACE-PHASE IV**

RECORDED
94 JUN 29 PM 2:42

WHEREAS WEBBER PLACE-PHASE III PARTNERS, a South Carolina Partnership ("Declarant"), is the owner of certain land located in Spartanburg, South Carolina, on which it plans to develop 33 Townhouses known as Webber Place-Phase IV, and

R.M.C.
SPARTANBURG S.C.

WHEREAS, Declarant wishes to declare certain restrictive covenants affecting said land.

NOW, THEREFORE, the Declarant hereby declares that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and such additional lands owned by Declarant as may be placed from time to time under the coverage hereof by the Declarant by incorporating this Declaration by specific reference. The Declarant reserves in each instance the right to add additional restrictive covenants with respect to land owned by it and covered hereby and to limit the application of this Declaration to lands owned by it and subjected hereto in the future.

**ARTICLE I
DEFINITIONS**

The following words and terms when used in this Declaration or in any amendment hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- A. "Association" shall mean and refer to WEBBER PLACE-PHASE IV HOMEOWNERS ASSOCIATION, INC. a South Carolina nonprofit corporation, its successors and assigns.
- B. "Common Property" shall mean and refer to certain property which is deeded to the Association for the use and benefit of its members and any personal property acquired by the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners, Residents and their guests.
- C. "Declarant" shall mean and refer to WEBBER PLACE-PHASE III PARTNERS, its successors and assigns.
- D. "Declaration" shall mean and refer to this declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Webber Place-Phase IV.
- E. "Declaration of Covenants, Etc." shall mean and refer to the Declaration of Covenants and Restrictions providing for Webber Place-Phase IV, filed of even date herewith.

NOTWITHSTANDING THE ESTABLISHMENT OF TOWNHOUSES OF WEBBER PLACE-PHASE IV AND THE SUBMISSION OF THE PROPERTY TO THE TERMS AND CONDITIONS OF THIS DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS, WEBBER PLACE-PHASE IV IS NOT A CONDOMINIUM AS DEFINED IN THE HORIZONTAL PROPERTY ACT, CODE OF LAWS OF SOUTH CAROLINA, 1976 SECTION 27-31-10, ET SEQ.

DEED 61-P PG 030

B W-IV-R1 SAM
June 24, 1994

F. "Lot" shall mean and refer to those portions of the Property upon which Declarant has constructed a Townhouse for sale, use and occupancy as a single-family residential dwelling in conformity with the terms of this Declaration and the Declaration of Covenants, Etc. as will be shown, with respect to the land described on Exhibit A, on a plat which will be filed of record by Declarant prior to the conveyance of the first Townhouse to the purchaser thereof, and, with regard to the Additional Property, on plats which will be filed of record by Declarant at the appropriate time.

G. "Owner" shall mean and refer to the Owner (including the Declarant) as shown by the real estate records in the Office of the R.M.C. for Spartanburg County, South Carolina, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Lot and Townhouse located within Webber Place-Phase IV but, notwithstanding any applicable theory of a mortgage or deed to secure debt, shall not mean or refer to the mortgagee or holder of a deed to secure debt, its successors assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the R.M.C. for Spartanburg County, South Carolina, a long-term contract of sale covering any Lot, the Owner of such Lot shall be deemed to be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one in which the purchaser is required to make payments for a Lot for a period extending beyond nine (9) months from the date of contract, and in which the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

H. "Webber Place-Phase IV" shall mean and refer to the Lots in Spartanburg County, South Carolina, on the Property and the Common property.

I. "Property," unless the context shall otherwise require, shall mean and refer to that tract or parcel of land described on Exhibit A, together with all improvements thereon.

J. "Townhouse" or "Family Dwelling Unit" shall mean a single family dwelling unit constructed on any Lot.

ARTICLE II

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS
APPLICABLE TO ALL LOTS IN WEBBER PLACE-PHASE IV

A. Purpose. The primary purpose of this Declaration and the foremost consideration in the origin of same has been the creation of a fee simple townhouse development which is esthetically pleasing and functionally convenient.

B. Residential Use. Each lot and the Townhouse constructed thereon shall be used for residential purposes exclusively. No business or commercial activity of any nature shall be maintained in any Townhouse, including by way of illustration and not by way of limitation, telephone answering services, manufacturer's representatives, interior decorating services and such other activities as do not directly constitute or necessitate the transfer of goods or merchandise from, in or about a Townhouse which it owns as a model unit or as a sales office.

C. Permitted Structures. No structure shall be erected, placed or permitted to remain on any Lot other than the following:

1. One single-family Townhouse to be used as a dwelling.

DEED 61-P PG 031

B/W-IV-R1.SAM
June 24, 1994

2. Landscaping structures of the type compatible with the Townhouses built in Webber Place-Phase IV including, but not limited to, garden walls, walks, fences, driveways and parking areas.
3. Carports or garages shall be allowed on certain Lots as designated by Declarant or Association.
4. Sunroom or awning shall be permitted if compatible with the building exterior and approval is obtained from the Declarant or Association.

D. Architectural Approvals.

1. Alterations to Townhouses: No Owner shall make modifications alterations to such Owner's Townhouse which affect the external appearance, structural integrity or soundness of the improvement located on the Property without previously obtaining the written approval of the Association. No screened enclosures of outside balconies, ground terraces or patios shall be permitted without the written approval of the Association, except that sunrooms or an awning shall be permitted, if compatible with the building exterior and written approval is obtained from the declarant or the association. Changes to the interior of a Townhouse which do not affect the structural integrity or soundness of the improvements located on the Property may be made without the approval of the Association.
2. Landscaping Alterations: No owner shall make alterations, modifications or changes to the landscaping including, but not limited to, the removing, planting or placing of trees, shrubbery, bushes, grass or ground cover, or the construction or removal of walls, fences, fountains, pools, ponds, streams, gardens, decks, or patios without previously obtaining the written consent of the Association; provided, however, if trees or shrubbery located on such portion of a Lot should die, the Association shall be responsible for its removal (unless the Owner shall have insurance proceeds available for such removal, in which the event the Owner shall be responsible for its removal), but the Owner shall, at his expense, replace dead trees or shrubbery with reasonably similar trees or shrubbery, provided, however, that any such replacements may be of a lesser age.
3. Procedure for Seeking Consent of Association: In order to seek the consent of the Association required hereunder, an Owner shall submit to the President of the Association a written request for consent describing the modification, alteration, or change which the Owner desires to make. Such request shall be accompanied by full complete plans and specifications, a site plan, a work schedule and list of those who will be performing the work for the alteration, modification or change which the Owner desires to make. The Association shall, in writing, grant or deny a request for its consent within sixty (60) days after receiving a written request from an Owner. If the consent requested is not granted or denied in writing within said sixty (60) days period then the Association shall be deemed to have given its written consent as requested by the Owner.
4. Discretion of Association in Granting Consent: The Association may base its decision to grant or deny its consent hereunder upon any grounds including purely esthetic considerations, which, in the sole and uncontrolled discretion of the Association, seems sufficient.

DEED 61-P 0032

S 19:17-R1 SAM
June 24, 1994

4 E. Antennas, Air Conditioning Units and Other Objects Located Outside of Townhouse. No Owner shall install or permit to be installed television or radio antenna, window or roof-top air conditioning units or similar machines or objects outside of the Owner's Townhouse which protrude through the walls or roof of a Townhouse.

- 1 The provisions of this paragraph shall not prohibit the Declarant from installing or having installed equipment necessary for a master antenna system or Community Antenna Television (C.A.T.V.) or other similar systems within Webber Place-Phase IV; and
2. Should C A T V. services be unavailable and good television reception not be otherwise available, a Lot Owner may make written application to the Declarant for permission to install a television antenna and such permission shall not be unreasonably withheld.

F. No Signs. Except for the rights given Declarant under the Declaration of Covenants, Etc., no signs, advertisements, or notices shall be erected, exhibited, maintained, inscribed, painted or affixed on any portion of a Lot or on any Townhouse by anyone including, but not limited to, an Owner, a Realtor, a contractor, or sub-contractor, except with the prior written consent of the Association or except as may be required by legal proceedings. If such consent is granted, the Association shall have the right to restrict the size, color and content of such signs. Residential property identification, rental signs and like signs not exceeding a combined total of more than one (1) square foot maybe exhibited and maintained without the written consent of the Association. Likewise, one sign of not more than five (5) square feet advertising a Lot for sale may be exhibited or maintained during a period for which it is for sale without the consent of the Association

G. No Burning. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot.

H. Pets. Except as in this section permitted, no animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot, provided, however, that an owner may be permitted to keep no more than two (2) normal household pets (i.e., dogs or cats) on his Lot. In the event that pets are kept on a Lot, such pets shall not be kept, maintained or bred for any commercial purposes and must be secured by a leash or lead at any time they are permitted outside a Townhouse. In no event shall an Owner maintain on a Lot any pet which causes distress to other Owners by barking, howling, whining, biting, scratching or damaging property

I. No Outbuildings or Temporary Structures. No mobile home, tent, barn, shed, pet pen, pet house, or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently, except as permitted in paragraph C herein. No structure of a temporary character shall be placed upon any Lot at any time.

J. Parking of Vehicles. No vehicle of any type (including, but not limited to, boats, trailer, trucks, buses, motor homes, recreational vehicles, motor scooters, go carts, motor bikes and campers) other than conventional automobiles and pick-up trucks shall be parked or maintained on any Lot except as the Association shall permit in an area specially designated for such purpose. None of the aforesaid vehicles shall be used as a living area while located on the Property no shall any of the aforesaid vehicles be repaired or serviced on any portion of the Property. Each Lot shall contain two (2) parking spaces

K. Activities Causing Disorderly Conditions. The pursuit of hobbies or other activities which might lead to disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any Lot.

DEED 61 - P PG 033

E.W.-IV-R1 SAM
June 24, 1994

L. Disturbing Others. Each Owner shall be responsible for and shall regulate the occupancy and use of such Owner's Lot and Townhouse so as to not unreasonably disturb other residents of Webber Place-Phase IV or to interfere unreasonably with the peace and enjoyment of the other Lots and Townhouses by the Owners thereof. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on a Lot which create any annoyance or nuisance to the Owners or residents within Webber Place-Phase IV. No Owner shall allow any disturbing noises on such Owner's Lot nor interfere with the rights, comforts or conveniences of other Owners. No Owner shall permit any musical instrument to be played or any phonograph, television, radio or other sound-making equipment to be operated on such Owner's Lot at a volume which disturbs or annoys other residents of Webber Place -Phase IV.

M. Rubbish and Trash. No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall be stored only temporarily awaiting pickup and must be kept in adequate sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition.

N. Interior Window Coverings. All interior window coverings as viewed from the exterior shall be white or off-white in color.

O. Mailboxes. No mailbox shall be erected or installed on any Lot unless the Owner shall have received prior written approval from the Declarant as to the design, style and location of the mailbox.

ARTICLE III INSURANCE AND RECONSTRUCTION

A. Owner must Provide Insurance of Townhouse. Each Owner shall, at his own expense, insure his Townhouse at not less than the current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

B. Reconstruction or Repair of Damaged Townhouses. If any Townhouse shall be damaged by casualty, the Owner of such Townhouse shall promptly reconstruct or repair it so as to restore such Townhouse as nearly as possible to its condition prior to suffering the damage. All such reconstruction and repair work shall be done in accordance with plans and specifications therefor, approved by the Association. Encroachments upon or in favor of Townhouses or Lots, which may be necessary for or created as a result of such reconstruction or repair, shall not constitute a claim or basis of a proceeding or action by the Owner on whose Townhouse or Lot such encroachment exists, provided that such reconstruction or repair is done substantially in accordance with the plans and specifications approved by the Association or as the building was originally constructed. A number of Townhouses constructed on Lots appear from the exterior to have a common party wall with the Townhouse or Townhouses constructed on contiguous Lots. However, all Townhouses have been constructed with separate exterior stud walls where there appears to be a party wall. The boundary line between these Lots runs along the air space between any such Townhouses. This air space has been concealed on the exterior by covering it with fascia boards which are common to both Townhouses. The exterior of the two walls on either side of this small air space are unfinished so that if one of the Townhouses is destroyed and not rebuilt, an unsightly condition will exist. Therefore, if a structure is destroyed in whole or part, the Owner shall be responsible for the cost of finishing the exterior of those walls on contiguous Townhouses which are unfinished and

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which are exposed to view as the result of such destruction. The finish placed on these exterior walls shall be subject to the approval of the Declarant and shall be compatible with the finish of the other visible exterior walls of the structure. In addition, the Owner of the damaged or destroyed structure shall be responsible for the cost of immediately weatherproofing the exposed unfinished walls of contiguous Townhouses if that is necessary.

C. **Decision Not To Reconstruct.** An Owner shall not be required to reconstruct a damaged Townhouse only if 60% or more of the Townhouses in Webber Place-Phase IV are rendered uninhabitable by such damage.

ARTICLE IV
ADDITIONAL RESTRICTIONS TO IMPLEMENT
EFFECTIVE ENVIRONMENTAL CONTROLS
APPLICABLE TO ALL LOTS IN WEBBER PLACE-PHASE IV

In order to protect the natural beauty of the vegetation, topography, and other natural features of the Property, the following environmental controls are hereby established

A. Topographic and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Declarant. Written approval will be granted hereunder only after a plan designed to prevent erosion, or other unsightly or destructive processes from occurring has been submitted to and accepted by the Declarant. Written approval will be granted for the minimum amount of each movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of Paragraph D of Article II of this Declaration.

B. No trees, shrubs, ground cover, or other vegetation may be removed from any Lot without written approval of the Declarant. Approval for this removal of trees located within ten (10) feet of a Townhouse will be granted unless such removal will substantially decrease the beauty of the Property.

C. In order to implement effective and adequate erosion control and protect the purity and beauty of the Property, the Declarant, its successors and assigns, and its agents shall have the right to enter upon any portion of the Property for the purpose of performing any grading work or constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements has commenced on such Property or the soil thereof has been graded. Provided, however, that prior to exercising its right to enter upon the Property for the purpose of performing any grading work or constructing or maintaining erosion prevention devices, the Declarant, its successors and assign, shall give the Owner of that portion of the Property the opportunity to take any corrective action required by giving said Owner notice indicating what type of corrective action must be taken by the Owner. If said Owner fails to take the specified corrective action immediately, the Declarant shall then exercise its right to enter upon that portion of the Property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Declarant shall be kept as low as reasonably possible. The cost of such work, when performed by the Declarant, its successors or assigns, shall be paid by said Owner of that portion of the property on which the work is performed. The provisions of this paragraph shall not be construed as an obligation on the part of the Declarant to perform grading work or to construct or maintain erosion prevention devices

D. In order to implement effective insect, reptile, wildlife and woods fire control, the Declarant and its agents have the right to enter upon any portion of the Property on which no landscaping plan has

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been implemented, for the purpose of moving, removing, clearing, cutting or pruning underbrush or weeds of other growth which in the opinion of the Declarant detracts from the overall beauty of or safety for Webber Place-Phase IV. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the Property on which the work is performed. The Declarant and its agents may likewise enter upon such Property to remove any trash which is collected. Such entry shall not be made until thirty (30) days after the Owner of the property has been notified in writing of the need of such work, and unless such Owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Property, to provide garbage or trash removal services, or to provide water pollution control on any privately-owned Lot.

E. In addition, the Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under any portion of the Property to dispense pesticides and take other action which in the opinion of the Declarant is necessary or desirable to control insects and vermin.

ARTICLE V ADDITIONAL PROVISIONS

A. Easement for Encroachment. If any portion of a Townhouse now encroaches upon any other Townhouse or Lot as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, there shall exist a valid easement for these encroachments and for the maintenance of same so long as the buildings stand.

B. Term. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Declarant and persons claiming under them, specifically including, but not limited to, their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration, after which time all of said covenants shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed or extension of the term of this Declaration if, prior to the expiration of the initial twenty (20) year period, or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by the Owners of a majority of the Lots has been recorded agreeing to terminate this Declaration upon the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.

C. Enforcement of Covenants. In the event of a violation or breach of any of the restrictions contained herein by any Owner or agent of such Owner, the Owners of Lots in Webber Place-Phase IV, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof and to prevent the violation or breach of any such covenant. In addition to the foregoing, Declarant or the Association shall have the right, whenever there shall have been built or put in place on any Lot in Webber Place-Phase IV any structure or landscaping in violation of these restrictions, to enter upon such Lot where such violation exists and summarily abate or remove the same at the expense of the Owner if, after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of a bar to such right to enforce.

D. Liability of Association: The Association shall not be liable to an Owner or to any other person or account of any claim, liability, damage or expense suffered or incurred by or threatened against

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an Owner or such other person arising out of, or in any way relating to, the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Association, whether given, granted or withheld.

E. Severability: Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect.

F. Reservation of Easement: The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric services, community antenna television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, sprinkler systems, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, storm drainage or other public conveniences or utilities on, in or over those portions of such Property as may be reasonably required for utility line purposes. These easements and rights expressly include the right to cut any trees, bushes and shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to locate wells, pumping stations, sitation basins, retention and detention ponds, and tanks within Webber Place-Phase IV in any open space or on any portion of the Property designated for such use on the application plat of said Property, or to relocate same upon any portion of the property. Such rights may be exercised by a licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Following the installation of any utility apparatus or other improvements on any portion of the Property pursuant to the provisions of this paragraph, the Declarant shall restore such portions of the Property as nearly as is reasonably possible to its condition immediately prior to such installation.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed
this 28th day of June, 1994

Signed, sealed and delivered
in the presence of:

WEBBER PLACE-PHASE III PARTNERS

Rene Halliday
Witness

BY: B.R. Litchfield
B. R. Litchfield, Partner
*Under Power of Attorney
recorded in Deed Book
61-P, page 10*

Heena
Witness

BY: L. Rowe Moody
L. Rowe Moody, Partner

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B.W.-IV-R.L.SAM
June 24, 1994

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Personally appeared before me the undersigned witness and made oath that
he/she the within named Webber Place-Phase III Partners Sign, Seal and
as their Act and Deed; deliver the within written Declaration; and
that he/she with the other witness subscribed above witnessed the
execution thereof.

Sworn to before me this 28th
day of June, 1994

[Signature] (L.S.)
Notary Public for South Carolina
My Commission Expires: NOV 1, 2007

Rene Halliday

DEED 61-P PG 038

EXHIBIT "A"

All that lot, parcel or tract of land located in Spartanburg County, South Carolina, near East Main Street and containing 3.70 acres, as shown on a plat prepared for Pulliam Investment, Inc. by Neil R. Phillips, Professional Land Surveyor, dated October 13, 1989, and recorded in Plat Book 108, at page 377, RMC Office for Spartanburg County. See also survey entitled "Final Plat: Phase IV Webber Place" by Neil R. Phillips, Professional Land Surveyor, dated June 22, 1994, and recorded in Plat Book 125, at page 825, RMC Office for Spartanburg County.

Being the same property conveyed to Webber Place - Phase III Partners by deed of Pulliam Investment Co., Inc., dated September 29, 1993, recorded in Deed Book 60-N, at page 635, in the RMC Office for Spartanburg County.

F:\TERRI\AS\6144PBA.4

THIS DOCUMENT
MARGINAL
FOR IMAGING

FOR BETTER COPY OF PLAT SEE PLAT BOOK 125, PAGE 825, RMC OFFICE FOR SPARTANBURG CO.

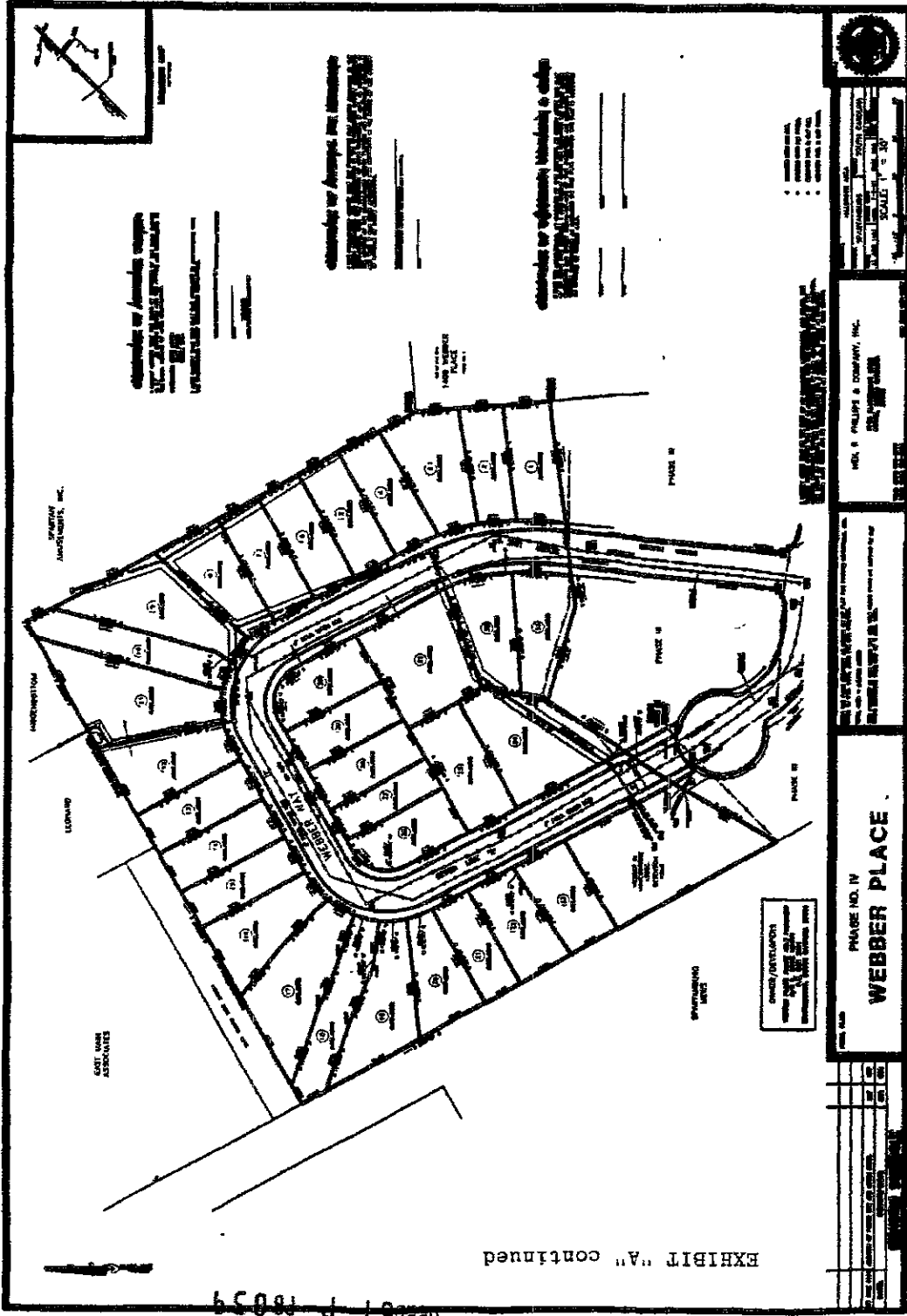


EXHIBIT "A" continued

DEED NO. 61-P PAGE 0039

SCALE 1" = 20'

PHASE NO. IV
WEBBER PLACE

PREPARED BY
RMC OFFICE FOR SPARTANBURG CO.

DATE
10/1/94

BY
RMC OFFICE FOR SPARTANBURG CO.

FOR BETTER COPY OF PLAT SEE PLAT BOOK 125, PAGE 825, RMC OFFICE FOR SPARTANBURG CO.

DECLARATION OF COVENANTS AND RESTRICTIONS
PROVIDING FOR WEBBER PLACE-PHASE IV

THIS DECLARATION, made this _____ day of _____, 19____, by WEBBER PLACE-PHASE III PARTNERS, a South Carolina Partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and intends to develop thereon 33 Townhouses to be known as "Webber Place-Phase IV";

WHEREAS, Declarant desires to provide for (i) the ownership and maintenance of certain common areas of Webber Place-Phase IV, (ii) the preservation of values, (iii) the rendering of community services and (iv) a vehicle for the administration and enforcement of covenants and restrictions; and

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of South Carolina a nonprofit corporation, WEBBER PLACE-PHASE IV HOMEOWNERS ASSOCIATION, INC. for the purpose of exercising the functions aforesaid and which are hereinafter more fully set forth;

NOW, THEREFORE, Declarant declares that the real property described on Exhibit A, attached hereto and made a part hereof by this reference, be subjected to this Declaration, is, and shall be, held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (hereinafter set forth some-times referred to as the "Covenants") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Webber Place-Phase IV Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

(b) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded to the Association for the use and benefit of its Members. The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, Residents and their guests (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association,

NOTWITHSTANDING THE ESTABLISHMENT OF TOWNHOUSES OF WEBBER PLACE-PHASE IV AND THE SUBMISSION OF THE PROPERTY TO THE TERMS AND CONDITIONS OF THIS DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS, WEBBER PLACE-PHASE IV IS NOT A CONDOMINIUM AS DEFINED IN THE HORIZONTAL PROPERTY ACT, CODE OF LAWS OF SOUTH CAROLINA, 1976 SECTION 27-31-10, ET SEQ.

provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease.

(c) "Webber Place-Phase IV" shall mean and refer to the Lots on the Property in Spartanburg County, South Carolina, described in Exhibit A hereof and the Common Properties.

(d) "Declarant" shall mean WEBBER PLACE-PHASE III PARTNERS, its successors and assigns.

(e) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions providing for Webber Place-Phase IV Association, Inc.

(f) "Declaration of Rights, Restriction, Etc." shall mean and refer to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Webber Place-Phase IV which has been filed for record of even date herewith.

(g) "Lot" shall mean and refer to those portions of the Property upon which Declarant has constructed a Townhouse for sale, use, and occupancy as a single-family residential dwelling in conformity with the terms of this Declarant as such Lots will be shown, with respect to the land on Exhibit A, on a plat which will be filed of record by Declarant prior to the conveyance of the first Townhouse to the purchaser thereof, and with regard to Lots on the Additional Property, on plats which will be filed of record by Declarant at the appropriate time.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as defined in Section 1 of Article III.

(i) "Owner" shall mean and refer to the Owner (including Declarant) as shown by the real estate records in the Office of the R.M.C. for Spartanburg County, South Carolina, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Lot and Townhouse located within Webber Place-Phase IV but, notwithstanding any applicable theory of a mortgage or deed to secure debt, shall not mean or refer to the mortgagee or holder of a deed to secure debt, its successors or assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; not shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the R.M.C. for Spartanburg County, South Carolina, a long-term contract of sale covering any Lot, the Owner of such Lot shall be deemed to be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one in which (i) the purchaser is required to make payments for the Lot for a period extending beyond nine (9) months from the date of the contract, (ii) the purchaser does not receive title to the property until such payments are made and (iii) the purchaser is given the use of said property.

(j) "Property", unless the context shall otherwise require, shall mean and refer to that tract or parcel of land described on Exhibit A, together with all improvements thereon.

(k) "Resident" shall mean and refer to each Owner and Tenants of a Lot and Townhouse together with the members of his family living in such Townhouse.

(l) "Tenant" shall mean and refer to the Lessee under a written agreement for the rent and hire of a Lot and Townhouse in Webber Place-Phase IV.

(m) "Townhouse" or "Family Dwelling Unit" shall mean and refer to the improvements constructed on each Lot.

ARTICLE II **PLAN OF DEVELOPMENT**

1. Plan of Development of Property.

The Property shall contain 33 Lots and the Declarant shall construct 33 Townhouses on such Lots. The Property shall also include paved parking areas, drives, roads, utility systems, and other improvements or easements serving the Lots. A plat of the general area and location of the Townhouses and other improvements on the Property and the dimensions of the Lots on Exhibit A will be filed of record prior to the conveyance of the first Townhouse to the purchaser thereof. The Lots shall be restricted exclusively to single-family residential use in accordance with the provisions of this Declaration. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot primarily for the purpose of sale, to make improvements and changes to all Common Areas and to all Lots owned by Declarant (other than changes to the location of the boundaries of the Lots), including, without limitation, (i) addition to and realignment of parking spaces, (ii) installation of any utility systems and facilities, (iii) installation of security and refuse facilities, and (iv) work related to the exteriors and roofs of Townhouses.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

1. Membership

Every person who is the record Owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. The foregoing is not intended to include mortgagees or any other persons who hold an interest merely as security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, regardless of whether title to a Lot is vested in more than one Owner, shall have more than one membership or one vote per Lot.

2. Voting Rights.

Each Lot shall be entitled to one vote to be cast by the Owner thereof. When any Lot is owned by two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or any other manner of joint or common ownership, or, if two or more persons or entities have the same fiduciary relationship respecting the same property, or, if property is owned by a corporation, then such Owners shall file with the Secretary of the Association an instrument in writing signed by all such Owners designating one Owner (or in the case of a corporation, one of its officers) to cast the vote which is attributable to such Lot. The principles of this section shall apply, insofar as possible, to execution of proxies, waivers, consents, or objections and for the purpose of ascertaining the presence of a quorum.

3. Governing Body.

The Association shall be governed by a Board of Directors consisting of three (3) Members. Subject to the provisions of Article III, Section 6, the election of the Board of Directors shall be by the Members as provided in the By-Laws.

4. A Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association.

The quorum required for any action which is subject to a vote of the Members at a meeting of the Association shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast fifty percent (50%) of the total vote of the membership shall constitute a quorum. In the event that required quorum is not present at any such meeting, a second meeting may be called, subject to the giving of proper notice, and the presence of twenty-five percent (25%) of the total vote of the membership shall constitute a quorum for such second meeting. Any such second meeting must be held within sixty (60) days of the first meeting when the required quorum was not present. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements for such "duly called meeting" which may be established by the By-Laws of the Association. For the purpose of this section, "proper notice" shall be deemed to be given to each Member not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered.

5. Proxies.

All members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

6. Control by Declarant.

NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION, OR IN THE BY-LAWS OF THE ASSOCIATION, Declarant hereby retains the right to appoint and remove any Member or Members of the Board of Directors of the Association and any officer or officers of the Association until such time as the first of the following events shall have occurred. (i) the expiration of seven (7) years from the date of the recording of this Declaration; (ii) the sale of the last Townhouse which Declarant elects to build, or (iii) the surrender of such rights by Declarant evidenced by an express amendment hereto recorded in the public records of R.M.C. Office of Spartanburg County, South Carolina. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots, and a special meeting of the Association shall be called at such time. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession. Any management contract or any other contract or lease executed by or on behalf of the Association during the period of Declarant's

right to control the Association shall be subject to cancellation and termination at any time during the twelve (12) months next immediately following the expiration of such period of Declarant's control by the affirmative vote of the Owners to whom a majority of the votes in the Association appertain, unless the Owners by a like majority shall have expressly ratified and approved the same.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

1. Owner's Easements of Enjoyment in Common Properties.

Subject to the provisions of these Covenants, the rules and regulations established from time to time by the Association, and any fees or charges established by the Association, every Owner, resident and tenant shall have an easement of ingress and egress over all paved portions of the Common Properties and of use and enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Lot and Townhouse.

2. Title to Common Properties.

Declarant shall convey to the Association at no cost to the Association, by limited warranty deed, that real property designated as Common Properties on the final, recorded plat of Webber Place-Phase IV. Such Conveyance shall be subject to all matters of record. Upon such conveyance, the Association shall immediately become responsible for all maintenance of such Common Property.

3. Extent of Owner's Easement.

The easements of ingress, egress, use and enjoyment created hereby shall be subject to the following:

(a) The right of the Association to suspend the rights and easements of use of any Owner, resident or tenant of any Lot for any period during which the payment of any assessment made by the Association against such Lot remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment.

(b) The right of the Association by action of its Board of Directors to dedicate or transfer to any public or private utility, or municipality any part of the Common Properties.

(c) The rights and easements of the Association set forth in Section 4, below.

(d) The rights and easements of the Declarant set forth in Section 5, below.

(e) The right of the Association to grant easements and to dedicate or transfer fee simple title to all or any part of the Common Properties, including leasehold interests, to any public or private concern for such purposes and subject to such conditions as may be agreed to by the Association provided that no such dedication or transfer of fee simple title shall be effective unless authorized by the affirmative vote of a simple majority of the votes cast at a duly called meeting of the Association and by Declarant so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof, and unless written notice of the meeting and of the proposed agreement and

action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution, together with a certificate of the results of the vote taken thereon, shall be made by the President or Vice President and attested by the Secretary or assistant Secretary of the Association and such certificate together with a certificate, executed by Declarant, if such consent is required, shall be annexed to any instrument of dedication or transfer affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

4. Easement for Association.

There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Association, to enter upon the Property (but not inside a Townhouse) or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the Lot, Townhouse, garage, or other structure or improvement directly affected thereby. In that connection, the board of Directors has the power to grant and accept easements upon, over, under, and across all of the Common Areas for ingress, egress, installing, replacing, repairing, and maintaining master television antenna systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and electrical, gas, telephone, water and sewer lines; provided, however, that for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Board of Directors must obtain the written consent of Declarant prior to granting and accepting any such easements. In addition, the board of Directors has the power to grant and accept such easements upon, over, under, and across all of the Common Areas as may be reasonably necessary or desirable for the improvement of any portion of the Property; provided, however, that for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Board of Directors must obtain the written consent of Declarant prior to granting and accepting any such easement, it shall be expressly permissible for the providing utility company or other supplier or servicer to erect and maintain upon the Property the necessary poles and other necessary equipment.

5. Easements for Declarant.

(a) Construction. During the period that Declarant owns any Lot primarily for the purpose of sale or owns any interest in any portion of the Additional Property, whether or not a part of the Development, Declarant and its duly authorized representatives, agents, and employees shall have a transferable right and easement on, over, through, under and across the Common Areas for the purpose of constructing townhouses on the Lots and making such other improvements to the Property as are contemplated by this Declaration and to the Additional Property as Declarant, in its sole discretion, desires, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of installing, replacing, and maintaining all Townhouses and other improvements within the Development, as well as utilities serving the Property or the Additional Property or any portion thereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing.

(b) Sales Office. Notwithstanding any provisions or restrictions herein on the contrary, Declarant and its duly authorized agents, representatives, and employees shall have an easement for the maintenance of signs, a sales office, a construction office, a business office, and model Townhouses on the Property, together with such other facilities as in the sole opinion of Declarant may be reasonably required,

convenient, or incidental to the completion, improvement, and sale of Lots or the Additional Property, for so long as Declarant owns any Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

ARTICLE V COVENANTS FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligations of Assessments.

Declarant covenants and each Owner of any Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the association: (1) regular annual assessments or charges; and (2) special assessments or charges for the purposes set forth in this Article. Regular annual assessments and special assessments are to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessment and special assessments together with such interest thereon and costs of collection therefor, as hereinafter provided, shall be a charge and continuing lien on the Lot and Townhouse thereon against which each such assessment is made. Each such assessment, together with assessed interest thereon and all costs of collections, as hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment first becomes due and payable. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Properties or abandonment of his Lot and Townhouse.

2. Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas to the Association by Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. Declarant shall pay the annual assessment for all Lots owned by Declarant and containing an occupied Townhouse; provided, however, that Declarant shall not be responsible for assessments on Lots which do not contain an occupied Townhouse.

3. Purpose of Regular Annual Assessment.

The regular annual assessments shall be levied by the Board of Directors of the Association, shall be payable monthly and shall be used exclusively for the improvement, maintenance, repair and enhancement of the Common Properties, and, to provide the required services as set forth in Article VI, Section 2 hereof and to provide so many of the discretionary services set forth in Article VI, Section 3 as the Board of Directors may elect to provide.

4. Special Assessments.

In addition to the annual regular assessments authorized by Section 3 hereof, the Board of Directors of the Association may levy special assessments against Lots for the following purposes to the extent any regular annual assessment is insufficient:

- (a) Repair or replacement of any paved areas located on the Common Properties.
- (b) Repair, replacement and maintenance of the walls and landscaping on the Common Properties.

- (c) To provide for the necessary facilities and equipment to offer the services authorized herein;
- (d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.
- (e) To repair and maintain the exterior surfaces, including roofs, of each Townhouse constructed on a Lot.
- (f) To repair and maintain any fence constructed on a lot.

Before any special assessment is levied by the Association, it must receive the assent of a simple majority of the votes cast at a duly held meeting of the Association. In mailing out the notice of such meeting, the Association shall include in the notice one statement from the Directors favoring the special assessment and one statement from the Directors opposing the special assessment (if any), containing the reasons for those Directors' support and opposition for the assessment. Neither statement shall exceed two (2) pages in length.

In the event any Owner shall fail to fulfill his/hers/its obligations under Article V hereof, and the Association shall fulfill any of such obligations for such Owner, the Association shall be entitled to specially assess such Owner, without the requirement of a vote, for all costs incurred by the Association in performing such service.

5. Reserve Funds.

The Association may establish reserve funds from its regular annual assessments to be held in reserve in an interest-bearing account or investments as a reserve for (a) major rehabilitation, major repairs, or major maintenance; and (b) for emergency and other repairs required as a result of storm, flood, wind, natural disaster or other casualty loss.

6. Certificate of Payment.

The Association shall upon demand at any time furnish to any Owner liable for any regular or special assessment, a certificate in writing signed by an Officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

7. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association.

If the regular annual assessment or any special assessment is not paid by an Owner on or before its past-due date, then such assessment shall become delinquent, shall bear interest from the past due date until paid at the rate of a lesser of (i) fifteen percent (15%) per annum, or (ii) the highest rate permitted by law, and shall automatically and immediately (together with interest hereon as provided herein and all costs of collection, including attorney' fees) become a charge and continuing lien on the Lot and Townhouse, against which each such delinquent assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, Tenant, successors and assigns.

If the assessment is not paid within thirty (30) days after the past-due date, the Association may, at its election, bring an action to foreclose its lien on the property or bring an action at law against the Owner personally. If a delinquent assessment is put in the hands of an attorney-at-law for collection, there shall be added to the amount of such assessment all costs of collection, including, but not limited to, fifteen percent (15%) of the amount of the delinquent assessment and all interest thereon as reasonable attorney's fees.

8. Subordination of the Lien to Deeds to Secure Debt.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt which now or hereafter placed upon any Lot and Townhouse which, except for such lien for assessments, would constitute a first lien on the Lot and Townhouse. Sums collected by foreclosure of such mortgage or deed to secure debt shall be applied first to the indebtedness secured thereby and all costs of collection, and second to past due assessments, interest thereon and costs of collection.

9. Annual Statements.

The president, treasurer or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than \$250.00. Such officer shall furnish to each Member of the Association who may request in writing, a copy of such statement within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

10. Annual Budget.

The Board of Directors shall prepare and make available to all Members, at least sixty (60) days prior to the first day of each fiscal year, a budget outlining anticipated receipts and expenses for the upcoming fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

11. Uniform Assessments.

All assessments made under this Declaration shall be equal among Lots, except for the reduction permitted by Section 2 of Article V in the regular annual assessment for unoccupied Townhouses owned by the Developer.

12. Working Capital Fund.

In order to insure that the Association will have cash necessary to fund the operation of the Association, a reserve and working capital fund will be established. Funding will be supplied by Owners by payment at the closing of every Lot (and each successive closing thereafter) of the sum of \$100.00 which will be for the use and benefit of the Association. Further, the Developer shall pay \$100.00 to the Association at the time the Developer conveys each Lot to the Initial Owner. Amounts paid into the fund are not to be considered to be advance payment of regular assessments.

ARTICLE VI
FUNCTIONS OF ASSOCIATION

1. Ownership and Maintenance of Common Properties.

The Association shall be authorized to own and maintain the Common Properties. The Association shall pay any ad valorem taxes on the Common Properties. Each Owner shall be responsible for the payment of all ad valorem taxes on his Lot and Townhouse.

2. Required Services.

The Association shall be required to provide the following services:

(a) Repair, replacement and maintenance of the Common Properties and all improvements located thereon.

(b) Taking any and all actions necessary to enforce all covenants and restrictions affecting Webber Place-Phase IV and to perform all of the functions and duties delegated to the Association in any covenants or restrictions applicable to Webber Place-Phase IV.

(c) Providing administrative services, including, but not limited to, legal, accounting and financial, and communication services informing Owners of activities and giving required notices incident to carrying out the functions of the Association.

(d) Review of an approval or disapproval of plans and specifications for (i) work to any Townhouse or (ii) landscaping on any lot, all as provided for in the Declaration of Rights, Restrictions, Etc.

(e) Maintenance of liability insurance for the Association in such amounts as shall be determined by the Board of Directors to protect the association against claims for which the Board of Directors determine should be covered, including, without limitation, insurance for the officers and directors in connection with their management of the Association.

(f) Enforce the obligation of each Owner to maintain and keep in good repair the exterior of such Owner's Townhouse(s) and such Owner's Lot (s).

(g) Maintenance of the yards (outside of the fenced rear yards) of each Lot Owner.

(h) Painting of the exterior (excluding roofs) of all Townhouses so that the exterior integrity and appearance of each Townhouse is preserved.

(i) Maintain roof and fences.

3. Discretionary Services.

The Association shall be authorized, but not required, to provide the following services:

(a) Provide police protection and security to Webber Place-Phase IV including, the employment of police and security guards.

(b) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document.

(c) Provide garbage and trash collection to each Townhouse within Webber Place-Phase IV.

(d) To purchase hazard insurance covering the improvements located on the Common Properties and any items of personal property which are part of the Common Properties.

4. Obligation of the Association.

The Association shall be obligated to carry out those services specified in Section 2 of this Article, but shall not be obligated to carry out or offer any of the functions and services specified in Section 3 of this Article. The functions and services listed in Section 3 to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or to provide may be added to or reduced or may be changed in nature (i.e., from required to discretionary or vice versa) at any time upon the affirmative vote of a simple majority of the voting rights of those voting at a duly held meeting of Members together with the consent of Declarant, so long as Declarant owns a Lot primarily for the purpose of sale or has the unexpired option to add the Additional Property, or any portion thereof, to the Development.

5. Pledge of Revenues.

The Board of Directors of the Association shall have the power and authority to borrow funds for the benefit of the Association in performing its authorized functions and to pledge the revenues of the Association as security for such loans.

ARTICLE VII
MAINTENANCE

1. Owner's Responsibility.

Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of a Lot, together with all portions of the Townhouse, and other improvements thereon shall be the responsibility of the Owner of such Lot. The responsibility of each Owner shall include the maintenance, repair, and replacement of all fixtures, equipment, and appliances (including, without limitation, the heating and air-conditioning system for his Townhouse) and all chutes, flues, ducts, conduits, wires, pipes, plumbing or other apparatus which are deemed to be a part of his Lot. The responsibility of the Owner shall also include the maintenance, repair, and replacement, of all glass, lights and light fixtures (exterior and interior), awnings, window boxes, window screens, and all screens or glass-enclosed porches, balconies, or decks which are a part of the Townhouse. Each Owner shall maintain and keep the exterior and grounds of his Townhouse in good, neat, clean and sanitary condition and such responsibility shall include the maintenance and care of all lawns, trees, shrubs, hedges, grass, and other landscaping contained within the rear portion of such Lots. Each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any portion of the Lot or Townhouse which is the responsibility of the Owner, but which responsibility such Owner fails or refuses to discharge; the Association may specially assess the Owner for any amounts expended by the

Association to discharge the responsibility of the Owner defined herein. In the event of any such assessment as herein provided and the non-payment by the Owner within 30 days after notice and demand from the Association, the Association shall have the rights set forth in Article V, Section 7 hereof.

ARTICLE VIII **GENERAL PROVISIONS**

1. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant or any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of twenty (20) years from the date this Declaration is recorded. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty (20) year period or during the last year of any subsequent ten (10) year renewal period, a simple majority of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term and all holders of first priority deeds to secure debt of any Owner or successor to such Owner consent in writing to the termination of this Declaration. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the president and secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, the total number of votes cast against such resolution. Said certificate shall be recorded in the R.M.C. Office for Spartanburg County, South Carolina, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

2. Amendments.

Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion without the consent of any other Owners, for so long as Declarant owns at least one (1) lot in Webber Place-Phase IV. In all other instances, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if two-thirds (2/3rds) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the president and secretary of the Association shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be prior to the date on which such addendum is recorded in the R.M.C. Office of Spartanburg County, South Carolina, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a

quorum at a meeting of the Members, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of the amendment, and the total number of votes cast against the amendment. Such addendum shall be recorded in the R.M.C. Office of Spartanburg County, South Carolina. Notwithstanding any provision herein to the contrary, this Declaration shall not be amended without the express written consent of Declarant until Declarant's rights under Section 6 of Article III have expired.

3. Notices

Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent and notice thereby given when personally delivered or when mailed, with the proper postage affixed, to the address appearing on the Association's Membership list. Notice to one of two or more co-owners or co-tenants of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the secretary of the Association, in writing, of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed, shall be deemed to have been given notice if notice was given to his predecessor in title.

4. Enforcement

Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person, persons, or entity violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, against the land and to enforce any lien created by these covenants. Failure by the Association or any member of the Declarant to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

5. Severability

Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

6. Interpretation

The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of this Declaration.

7. Authorized Action

All actions which the Association is allowed or required to take under this instrument and all approvals or disapproval's which the Association is authorized to make shall be authorized actions of the Association only if approved by the majority of members of the Board of Directors of the Association present at a duly held meeting of such Board of Directors, unless the terms of this Declaration provide otherwise.

8. Limited Liability.

In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association contemplated under this Declaration or the Declaration of Rights, Restrictions, Etc., neither Declarant nor the Association, nor any director or officer thereof, shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld or any act of Declarant.

9. Termination of Association.

In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VII, Section I, all of the Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Court of Common Pleas of Spartanburg County, South Carolina, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within Webber Place-Phase IV as set forth below:

(a) Each Lot shall be subject to an annual assessment which shall be paid by the Owner of such Lot to the Trustee. The amount of such annual assessment and its due date shall be determined solely by the Trustee.

(b) Any past-due annual assessment together with interest thereon at the rate of fifteen percent (15%) per annum from the due date and all costs of collection including fifteen percent (15%) of the assessment and interest thereon as reasonable attorney's fees, shall be a personal obligation of the Owner at the time the annual assessments become past due, and it shall also constitute and become a charge and continuing lien on the Lot against which the assessment has been made in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

(c) The Trustee shall be required to use the funds collected as annual assessments for the maintenance, repair and upkeep of the Common Properties. The Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. The Trustee shall not have the obligation to provide for maintenance, repair and upkeep of the Common Properties once the funds provided by the annual assessments have been exhausted.

DECLARATION OF COVENANTS AND RESTRICTIONS

PROVIDING FOR WEBBER PLACE - PHASE IV

DATED JUNE 28, 1994

RECORDED R.M.C. OFFICE JUNE 29, 1994, BOOK 61 P, PAGE 29

ARTICLE VII - MAINTENANCE

1. OWNER'S RESPONSIBILITY

No owner shall paint, color or in anyway alter the driveway or driving pad, steps, or front of building.

Signed, Sealed and delivered WEBBER WAY - PHASE IV HOMEOWNER'S ASSOCIATION

John Marcenqill
Witness

Earl B. Dyer
President

Kathy Moss
Witness

RECORDED
99 NOV 18 PM 4:29
R.M.C.
SPARTANBURG, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Personally appeared before me John Marcenqill Melinda White and made an oath that he he/she saw the within named Earl B. Dyer Sign, Seal and as his Act and Deed; deliver the within writtem Addendum and that he/she with Kathy Moss witnessed the execution thereof.

Sworn to before me this 18 day of NOV 1999.

Notary Public for South Carolina (L.S.) John Marcenqill

Melinda White
My Commission expires 12-15-2008

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO WEBBER PLACE-PHASE IV**

WHEREAS WEBBER PLACE-PHASE III PARTNERS, a South Carolina Partnership ("Declarant"), is the owner of certain land located in Spartanburg, South Carolina, on which it plans to develop 33 Townhouses known as Webber Place-Phase IV; and

WHEREAS, Declarant wishes to declare certain restrictive covenants affecting said land.

NOW, THEREFORE, the Declarant hereby declares that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and such additional lands owned by Declarant as may be placed from time to time under the coverage hereof by the Declarant by incorporating this Declaration by specific reference. The Declarant reserves in each instance the right to add additional restrictive covenants with respect to land owned by it and covered hereby and to limit the application of this Declaration to lands owned by it and subjected hereto in the future.

**ARTICLE I
DEFINITIONS**

The following words and terms when used in this Declaration or in any amendment hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Association" shall mean and refer to WEBBER PLACE-PHASE IV HOMEOWNERS ASSOCIATION, INC. a South Carolina nonprofit corporation, its successors and assigns.

B. "Common Property" shall mean and refer to certain property which is deeded to the Association for the use and benefit of its members and any personal property acquired by the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners, Residents and their guests.

C. "Declarant" shall mean and refer to WEBBER PLACE-PHASE III PARTNERS, its successors and assigns.

D. "Declaration" shall mean and refer to this declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to Webber Place-Phase IV.

E. "Declaration of Covenants, Etc." shall mean and refer to the Declaration of Covenants and Restrictions providing for Webber Place-Phase IV, filed of even date herewith.

NOTWITHSTANDING THE ESTABLISHMENT OF TOWNHOUSES OF WEBBER PLACE-PHASE IV AND THE SUBMISSION OF THE PROPERTY TO THE TERMS AND CONDITIONS OF THIS DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS, WEBBER PLACE-PHASE IV IS NOT A CONDOMINIUM AS DEFINED IN THE HORIZONTAL PROPERTY ACT, CODE OF LAWS OF SOUTH CAROLINA, 1976 SECTION 27-31-10, ET SEQ.

F. "Lot" shall mean and refer to those portions of the Property upon which Declarant has constructed a Townhouse for sale, use and occupancy as a single-family residential dwelling in conformity with the terms of this Declaration and the Declaration of Covenants, Etc. as will be shown, with respect to the land described on Exhibit A, on a plat which will be filed of record by Declarant prior to the conveyance of the first Townhouse to the purchaser thereof, and, with regard to the Additional Property, on plats which will be filed of record by Declarant at the appropriate time.

G. "Owner" shall mean and refer to the Owner (including the Declarant) as shown by the real estate records in the Office of the R.M.C. for Spartanburg County, South Carolina, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Lot and Townhouse located within Webber Place-Phase IV but, notwithstanding any applicable theory of a mortgage or deed to secure debt, shall not mean or refer to the mortgagee or holder of a deed to secure debt, its successors assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the R.M.C. for Spartanburg County, South Carolina, a long-term contract of sale covering any Lot, the Owner of such Lot shall be deemed to be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one in which the purchaser is required to make payments for a Lot for a period extending beyond nine (9) months from the date of contract, and in which the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.

H. "Webber Place-Phase IV" shall mean and refer to the Lots in Spartanburg County, South Carolina, on the Property and the Common property.

I. "Property," unless the context shall otherwise require, shall mean and refer to that tract or parcel of land described on Exhibit A, together with all improvements thereon.

J. "Townhouse" or "Family Dwelling Unit" shall mean a single family dwelling unit constructed on any Lot.

ARTICLE II
COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS
APPLICABLE TO ALL LOTS IN WEBBER PLACE-PHASE IV

A. Purpose. The primary purpose of this Declaration and the foremost consideration in the origin of same has been the creation of a fee simple townhouse development which is esthetically pleasing and functionally convenient.

B. Residential Use. Each lot and the Townhouse constructed thereon shall be used for residential purposes exclusively. No business or commercial activity of any nature shall be maintained in any Townhouse, including by way of illustration and not by way of limitation, telephone answering services, manufacturer's representatives, interior decorating services and such other activities as do not directly constitute or necessitate the transfer of goods or merchandise from, in or about a Townhouse which it owns as a model unit or as a sales office.

C. Permitted Structures. No structure shall be erected, placed or permitted to remain on any Lot other than the following:

1. One single-family Townhouse to be used as a dwelling.

2. Landscaping structures of the type compatible with the Townhouses built in Webber Place-Phase IV including, but not limited to, garden walls, walks, fences, driveways and parking areas.
3. Carports or garages shall be allowed on certain Lots as designated by Declarant or Association.
4. Sunroom or awning shall be permitted if compatible with the building exterior and approval is obtained from the Declarant or Association.

D. Architectural Approvals.

1. Alterations to Townhouses: No Owner shall make modifications alterations to such Owner's Townhouse which affect the external appearance, structural integrity or soundness of the improvement located on the Property without previously obtaining the written approval of the Association. No screened enclosures of outside balconies, ground terraces or patios shall be permitted without the written approval of the Association, except that sunrooms or an awning shall be permitted, if compatible with the building exterior and written approval is obtained from the declarant or the association. Changes to the interior of a Townhouse which do not affect the structural integrity or soundness of the improvements located on the Property may be made without the approval of the Association.
2. Landscaping Alterations: No owner shall make alterations, modifications or changes to the landscaping including, but not limited to, the removing, planting or placing of trees, shrubbery, bushes, grass or ground cover, or the construction or removal of walls, fences, fountains, pools, ponds, streams, gardens, decks, or patios without previously obtaining the written consent of the Association; provided, however, if trees or shrubbery located on such portion of a Lot should die, the Association shall be responsible for its removal (unless the Owner shall have insurance proceeds available for such removal, in which the event the Owner shall be responsible for its removal), but the Owner shall, at his expense, replace dead trees or shrubbery with reasonably similar trees or shrubbery; provided, however, that any such replacements may be of a lesser age.
3. Procedure for Seeking Consent of Association: In order to seek the consent of the Association required hereunder, an Owner shall submit to the President of the Association a written request for consent describing the modification, alteration, or change which the Owner desires to make. Such request shall be accompanied by full complete plans and specifications, a site plan, a work schedule and list of those who will be performing the work for the alteration, modification or change which the Owner desires to make. The Association shall, in writing, grant or deny a request for its consent within sixty (60) days after receiving a written request from an Owner. If the consent requested is not granted or denied in writing within said sixty (60) days period then the Association shall be deemed to have given its written consent as requested by the Owner.
4. Discretion of Association In Granting Consent: The Association may base its decision to grant or deny its consent hereunder upon any grounds including purely esthetic considerations, which, in the sole and uncontrolled discretion of the Association, seems sufficient.

4 E. Antennas, Air Conditioning Units and Other Objects Located Outside of Townhouse. No Owner shall install or permit to be installed television or radio antenna, window or roof-top air conditioning units or similar machines or objects outside of the Owner's Townhouse which protrude through the walls or roof of a Townhouse.

1. The provisions of this paragraph shall not prohibit the Declarant from installing or having installed equipment necessary for a master antenna system or Community Antenna Television (C.A.T.V.) or other similar systems within Webber Place-Phase IV; and
2. Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a Lot Owner may make written application to the Declarant for permission to install a television antenna and such permission shall not be unreasonably withheld.

F. No Signs. Except for the rights given Declarant under the Declaration of Covenants, Etc., no signs, advertisements, or notices shall be erected, exhibited, maintained, inscribed, painted or affixed on any portion of a Lot or on any Townhouse by anyone including, but not limited to, an Owner, a Realtor, a contractor, or sub-contractor, except with the prior written consent of the Association or except as may be required by legal proceedings. If such consent is granted, the Association shall have the right to restrict the size, color and content of such signs. Residential property identification, rental signs and like signs not exceeding a combined total of more than one (1) square foot maybe exhibited and maintained without the written consent of the Association. Likewise, one sign of not more than five (5) square feet advertising a Lot for sale may be exhibited or maintained during a period for which it is for sale without the consent of the Association.

G. No Burning. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot.

H. Pets. Except as in this section permitted, no animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot; provided, however, that an owner may be permitted to keep no more than two (2) normal household pets (i.e., dogs or cats) on his Lot. In the event that pets are kept on a Lot, such pets shall not be kept, maintained or bred for any commercial purposes and must be secured by a leash or lead at any time they are permitted outside a Townhouse. In no event shall an Owner maintain on a Lot any pet which causes distress to other Owners by barking, howling, whining, biting, scratching or damaging property.

I. No Outbuildings or Temporary Structures. No mobile home, tent, barn, shed, pet pen, pet house, or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently, except as permitted in paragraph C herein. No structure of a temporary character shall be placed upon any Lot at any time.

J. Parking of Vehicles. No vehicle of any type (including, but not limited to, boats, trailer, trucks, buses, motor homes, recreational vehicles, motor scooters, go carts, motor bikes and campers) other than conventional automobiles and pick-up trucks shall be parked or maintained on any Lot except as the Association shall permit in an area specially designated for such purpose. None of the aforesaid vehicles shall be used as a living area while located on the Property no shall any of the aforesaid vehicles be repaired or serviced on any portion of the Property. Each Lot shall contain two (2) parking spaces.

K. Activities Causing Disorderly Conditions. The pursuit of hobbies or other activities which might lead to disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any Lot.

L. Disturbing Others. Each Owner shall be responsible for and shall regulate the occupancy and use of such Owner's Lot and Townhouse so as to not unreasonably disturb other residents of Webber Place-Phase IV or to interfere unreasonably with the peace and enjoyment of the other Lots and Townhouses by the Owners thereof. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on a Lot which create any annoyance or nuisance to the Owners or residents within Webber Place-Phase IV. No Owner shall allow any disturbing noises on such Owner's Lot nor interfere with the rights, comforts or conveniences of other Owners. No Owner shall permit any musical instrument to be played or any phonograph, television, radio or other sound-making equipment to be operated on such Owner's Lot at a volume which disturbs or annoys other residents of Webber Place -Phase IV.

M. Rubbish and Trash. No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall be stored only temporarily awaiting pickup and must be kept in adequate sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition.

N. Interior Window Coverings. All interior window coverings as viewed from the exterior shall be white or off-white in color.

O. Mailboxes. No mailbox shall be erected or installed on any Lot unless the Owner shall have received prior written approval from the Declarant as to the design, style and location of the mailbox.

ARTICLE III INSURANCE AND RECONSTRUCTION

A. Owner must Provide Insurance of Townhouse. Each Owner shall, at his own expense, insure his Townhouse at not less than the current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

B. Reconstruction or Repair of Damaged Townhouses. If any Townhouse shall be damaged by casualty, the Owner of such Townhouse shall promptly reconstruct or repair it so as to restore such Townhouse as nearly as possible to its condition prior to suffering the damage. All such reconstruction and repair work shall be done in accordance with plans and specifications therefor, approved by the Association. Encroachments upon or in favor of Townhouses or Lots, which may be necessary for or created as a result of such reconstruction or repair, shall not constitute a claim or basis of a proceeding or action by the Owner on whose Townhouse or Lot such encroachment exists, provided that such reconstruction or repair is done substantially in accordance with the plans and specifications approved by the Association or as the building was originally constructed. A number of Townhouses constructed on Lots appear from the exterior to have a common party wall with the Townhouse or Townhouses constructed on contiguous Lots. However, all Townhouses have been constructed with separate exterior stud walls where there appears to be a party wall. The boundary line between these Lots runs along the air space between any such Townhouses. This air space has been concealed on the exterior by covering it with fascia boards which are common to both Townhouses. The exterior of the two walls on either side of this small air space are unfinished so that if one of the Townhouses is destroyed and not rebuilt, an unsightly condition will exist. Therefore, if a structure is destroyed in whole or part, the Owner shall be responsible for the cost of finishing the exterior of those walls on contiguous Townhouses which are unfinished and

which are exposed to view as the result of such destruction. The finish placed on these exterior walls shall be subject to the approval of the Declarant and shall be compatible with the finish of the other visible exterior walls of the structure. In addition, the Owner of the damaged or destroyed structure shall be responsible for the cost of immediately weatherproofing the exposed unfinished walls of contiguous Townhouses if that is necessary.

C. Decision Not To Reconstruct. An Owner shall not be required to reconstruct a damaged Townhouse only if 60% or more of the Townhouses in Webber Place-Phase IV are rendered uninhabitable by such damage.

ARTICLE IV
ADDITIONAL RESTRICTIONS TO IMPLEMENT
EFFECTIVE ENVIRONMENTAL CONTROLS
APPLICABLE TO ALL LOTS IN WEBBER PLACE-PHASE IV

In order to protect the natural beauty of the vegetation, topography, and other natural features of the Property, the following environmental controls are hereby established:

A. Topographic and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Declarant. Written approval will be granted hereunder only after a plan designed to prevent erosion, or other unsightly or destructive processes from occurring has been submitted to and accepted by the Declarant. Written approval will be granted for the minimum amount of each movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of Paragraph D of Article II of this Declaration.

B. No trees, shrubs, ground cover, or other vegetation may be removed from any Lot without written approval of the Declarant. Approval for this removal of trees located within ten (10) feet of a Townhouse will be granted unless such removal will substantially decrease the beauty of the Property.

Revised 11/10/94

C. In order to implement effective and adequate erosion control and protect the purity and beauty of the Property, the Declarant, its successors and assigns, and its agents shall have the right to enter upon any portion of the Property for the purpose of performing any grading work or constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements has commenced on such Property or the soil thereof has been graded. Provided, however, that prior to exercising its right to enter upon the Property for the purpose of performing any grading work or constructing or maintaining erosion prevention devices, the Declarant, its successors and assign, shall give the Owner of that portion of the Property the opportunity to take any corrective action required by giving said Owner notice indicating what type of corrective action must be taken by the Owner. If said Owner fails to take the specified corrective action immediately, the Declarant shall then exercise its right to enter upon that portion of the Property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Declarant shall be kept as low as reasonably possible. The cost of such work, when performed by the Declarant, its successors or assigns, shall be paid by said Owner of that portion of the property on which the work is performed. The provisions of this paragraph shall not be construed as an obligation on the part of the Declarant to perform grading work or to construct or maintain erosion prevention devices.

D. In order to implement effective insect, reptile, wildlife and woods fire control, the Declarant and its agents have the right to enter upon any portion of the Property on which no landscaping plan has

been implemented, for the purpose of moving, removing, clearing, cutting or pruning underbrush or weeds of other growth which in the opinion of the Declarant detracts from the overall beauty of or safety for Webber Place-Phase IV. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the Property on which the work is performed. The Declarant and its agents may likewise enter upon such Property to remove any trash which is collected. Such entry shall not be made until thirty (30) days after the Owner of the property has been notified in writing of the need of such work, and unless such Owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any Property, to provide garbage or trash removal, services, or to provide water pollution control on any privately-owned Lot.

E. In addition, the Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under any portion of the Property to dispense pesticides and take other action which in the opinion of the Declarant is necessary or desirable to control insects and vermin.

ARTICLE V **ADDITIONAL PROVISIONS**

A. Easement for Encroachment. If any portion of a Townhouse now encroaches upon any other Townhouse or Lot as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, there shall exist a valid easement for these encroachments and for the maintenance of same so long as the buildings stand.

B. Term. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all grantees of the Declarant and persons claiming under them, specifically including, but not limited to, their successors and assigns, if any, for a period of twenty (20) years from the filing date of this Declaration, after which time all of said covenants shall be automatically renewed and extended for successive then (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed or extension of the term of this Declaration if, prior to the expiration of the initial twenty (20) year period, or prior to the expiration of any subsequent ten (10) year renewal period, an instrument signed by the Owners of a majority of the Lots has been recorded agreeing to terminate this Declaration upon the expiration of the initial twenty (20) year term or the then current ten (10) year renewal period.

C. Enforcement of Covenants. In the event of a violation or breach of any of the restrictions contained herein by any Owner or agent of such Owner, the Owners of Lots in Webber Place-Phase IV, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof and to prevent the violation or breach of any such covenant. In addition to the foregoing, Declarant or the Association shall have the right, whenever there shall have been built or put in place on any Lot in Webber Place-Phase IV, any structure or landscaping in violation of these restrictions, to enter upon such Lot where such violation exists and summarily abate or remove the same at the expense of the Owner if, after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of a bar to such right to enforce.

D. Liability of Association: The Association shall not be liable to an Owner or to any other person or account of any claim, liability, damage or expense suffered or incurred by or threatened against

an Owner or such other person arising out of, or in any way relating to, the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Association, whether given, granted or withheld.

E. Severability: Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect.

F. Reservation of Easement: The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric services, community antenna television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, sprinkler systems, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, storm drainage or other public conveniences or utilities on, in or over those portions of such Property as may be reasonably required for utility line purposes. These easements and rights expressly include the right to cut any trees, bushes and shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to locate wells, pumping stations, siltation basins, retention and detention ponds, and tanks within Webber Place-Phase IV in any open space or on any portion of the Property designated for such use on the application plat of said Property, or to relocate same upon any portion of the property. Such rights may be exercised by a licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility or service.

Following the installation of any utility apparatus or other improvements on any portion of the Property pursuant to the provisions of this paragraph, the Declarant shall restore such portions of the Property as nearly as is reasonably possible to its condition immediately prior to such installation.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed
this _____ day of _____, 19_____.

Signed, sealed and delivered
in the presence of:

WEBBER PLACE-PHASE III PARTNERS

Witness

BY: _____
B. R. Litchfield, Partner

Witness

BY: _____
L. Rowe Moody, Partner

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

Personally appeared before me _____ and made oath that
_____ he/she the within named _____ Sign, Seal and
as _____ Act and Deed; deliver the within written Declaration; and
that _____ he/she with _____ witnessed the
execution thereof.

Sworn to before me this _____
day of _____, 199_.

_____(L.S.) _____
Notary Public for South Carolina
My Commission Expires: _____, 199_.

BY-LAWS
OF
WEBBER PLACE-PHASE IV HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME, LOCATION and MEMBERSHIP

1. ***NAME.*** The name of the Association is Webber Place-Phase IV Homeowner's Association, Inc. (the "Association").
2. ***LOCATION.*** The principal office of the Association shall be located at 210 Chestnut Street, Spartanburg, SC 29306 (Attn.: L. Rowe Moody).
3. ***MEMBERSHIP.*** Membership shall be defined as in Paragraph 1 of Article III of the Declaration of Covenants and Restrictions providing for Webber Place-Phase IV (the "Declaration of Covenants"). A copy of this filed document is attached hereto.
4. ***POWERS AND DUTIES.*** The Members shall manage and direct the affairs of the Association and, subject to any restrictions imposed by law, by the Declaration of Covenants, or by these By-laws, may exercise all of the powers of the Association. The Members shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Declaration of Covenants, or these By-laws, as they may deem necessary or appropriate in the exercise of their powers, including, without limitation, the collection of assessments and charges from the owners, the establishment and amendment from time to time of reasonable regulations relating to the common elements, both general and limited. Additionally, the Members may require that adequate fidelity bonds be obtained to protect the funds of the Association, and the premium of such bonds shall be paid by the Association.
5. ***MANAGEMENT.*** The Members may employ for the Association a managing agent for the administration of the property under such terms and conditions as such Members may authorize; provided, however, the Members shall not delegate to such agent the complete and total responsibility of the Association. Such managing agent shall have such duties and shall receive such compensation as determined by the Members.
6. ***SUSPENSION OF VOTING RIGHTS.*** The rights of a Member to vote shall be suspended during any period in which such Member shall be in default in the payment of any assessment levied by the Association.

7. ***APPLICABILITY.*** These By-laws are binding on all Owners (as defined in Section (i) of Article I of the Declaration of Covenants), their families, tenants, and guests, and any other person residing in or occupying a Townhouse. Each and every person who accepts a deed to, a lease of, or who occupies any Townhouse thereby consents to be bound by the provisions of these By-laws.

ARTICLE II

DEFINITIONS

1. ***DEFINITIONS.*** The terms used in these By-laws, unless otherwise specified herein, shall have the same meaning as in the Declaration of Covenants for Webber Place-Phase IV, a copy of which is attached hereto.

ARTICLE III

VOTING

1. ***VOTING.*** Each Member of the Association shall be entitled to one (1) vote. Voting rights shall be defined as in Paragraph 2, of Article III of the Declaration of Covenants.

ARTICLE IV

MEETINGS

1. ***FIRST MEETING.*** The first meeting of Members shall be held approximately ninety (90) days following the completion of transfer of title to the last unit in Webber Place - Phase IV.
2. ***ANNUAL MEETING.*** After the first meeting of Members, a meeting shall be held within ninety (90) days of the conclusion of the Association's fiscal year.
3. ***SPECIAL MEETINGS.*** Special meetings shall be held whenever called by the majority of the Members, or a majority of the Board of Directors.

4. **PROPER NOTICE OF MEETINGS.** Proper notice of all meetings of Members shall state the time and place of the meeting unless waived in writing. Such notice shall be in writing to each member at the address appearing on the books of the Association and shall be mailed not less than ten (10) nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the Affidavit of the person giving the notice. Notice of the meeting may be waived in writing either before or after meetings, and attendance at any meeting by Members shall be deemed a waiver of the notice requirements unless such Member delivers written objection of failure to comply with such notice requirements to each and every Member attending the meeting.

5. **ORDER OF BUSINESS.** The order of business at each annual meeting shall be as follows:
 - (a) Roll call.
 - (b) Proof of Notice of Meeting or Waiver of Notice.
 - (c) Reading of Minutes of Preceding Meeting.
 - (d) Report of Officers.
 - (e) Unfinished Business.
 - (f) New Business.

6. **QUORUM.** A quorum shall be as defined in Article III, Paragraph 4 of the Declaration of Covenants.

7. **PROXY.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association in writing before the designated time of each meeting.

8. **MAJORITY VOTE.** Acts and decisions authorized, approved or ratified by the casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be the acts and decisions of the Association, and shall be binding for all purposes upon the Association, except where a larger percentage of the quorum is required for an action by the Declaration of Covenants..

9. **ACTIONS WITHOUT MEETING.** Any action which may be taken at a meeting of the Membership may be taken without a meeting if a consent or ratification, in writing, setting forth the action so taken or to be taken shall be signed by all Members of the Association. Such consent shall be filed with the Secretary of the Association and inserted in the records of the Association.
10. **DULY CALLED MEETINGS.** A duly called meeting is a meeting at which a quorum is present and proper notice has been given.

ARTICLE V

OFFICERS

1. **NUMBER AND ELECTION.** There shall be elected annually by and from the Membership, a President, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be filled by the same person.
2. **REMOVAL AND VACANCY.** Except as herein provided to the contrary, the Officers shall be elected annually and hold office at the pleasure of the Membership. A vacancy in any office may be filled by the Membership at its next meeting. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.
3. **DUTIES.** The duties of the Officers shall be as follows:

(a) ***President*** - The President shall be the chief executive officer and shall preside at all meetings of the Members of the Association, shall see that orders and resolutions of the Members are carried out, shall appoint such committee consisting of Members of the Association as in his opinion are necessary, shall co-sign with the Treasurer all checks, promissory notes, and similar documents, if any, and shall perform such other duties as may be delegated to the President by the Membership. The President shall have all the general powers and duties which are incident to the President of a corporation organized under South Carolina law as a non-profit corporation and which are incident to controlling management of the Association in accordance with the laws of South Carolina and these By-laws.

(b) ***Secretary*** - The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Membership of the Association; keep appropriate current records, showing the Members of the Association together with their addresses and designating those Members

entitled to vote; to keep custody of and attest the seal of the Association; perform such other duties as may be required of him by the Membership or incident to the office of Secretary of a corporation organized under the laws of South Carolina as a non-profit corporation.

(c) *Treasurer*- The Treasurer shall be responsible for the funds of the Association, shall co-sign with the President all checks, promissory notes and similar documents, shall maintain full and accurate fiscal accounts and records, and shall perform such other duties as may be designated by the Membership or incident to the office of Treasurer of a corporation organized under the laws of South Carolina as a non-profit corporation. The funds of the Association shall always be kept in an account in the name of the Association.

4. ***COMPENSATION.*** Officers shall receive not compensation for the usual and ordinary services rendered to the Association incident to their offices. The Association shall make no loans to any Officers of the Association, directly or indirectly. Officers may be reimbursed for reasonable expenses incurred on behalf of the Association.

ARTICLE VI

DIRECTORS

1. ***NUMBER.*** The number of Directors who shall constitute the whole Board shall be three.
2. ***TERM.*** The Directors shall be elected at the annual meeting of the Membership and each Director shall be elected to serve until his successor shall be elected and shall qualify.
3. ***VACANCIES.*** In the office of any Director becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the Directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his successor is elected and qualified.
4. ***REMOVAL.*** The entire Board of Directors or any individual director, may be removed, with or without cause, by a majority vote of the Members.

5. ***REGULAR MEETINGS.*** Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all Directors and Members. A notice of each regular meeting shall not be required.
6. ***SPECIAL MEETINGS.*** Special meetings of the Board of Directors may be called by any member of the Board then in office and shall be held at such place, on such date and at such time as they or he shall fix. Notice of the place, date and time of each such special meeting shall be given each Director by whom it is not waived by mailing written notice not less than two (2) days before the meeting or by telegraphing or telefaxing the same not less than twenty-four hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.
7. ***QUORUM.*** At any meeting of the Board, a majority of the total number of the whole Board then serving shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.
8. ***TELEPHONE MEETINGS.*** Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment that enables all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting.
9. ***CONDUCT OF BUSINESS.*** At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the Directors present, except as otherwise provided herein or required by law. Action may be taken by the Board of Directors without a meeting if all Members thereof consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.
10. ***POWERS.*** The Board of Directors shall exercise all the powers of the Association except as are by law, or by Articles of Incorporation of the Association, by these By-laws, or by the Declaration of Covenants conferred upon or reserved to the Members.

11. **COMPENSATION OF DIRECTORS.** The Directors shall receive such compensation for their services as Directors and as Members of any committee appointed by the Board as may be prescribed by the Board of Directors and shall be reimbursed by the Association for ordinary and reasonable expenses incurred in the performance of their duties.

ARTICLE VII

OBLIGATIONS OF MEMBERS AND ASSOCIATION

1. **AGREEMENTS.** All Members are obligated to pay assessments as may be imposed by the Association as provided in the Declaration of Covenants for the purposes provided in the Declaration of Covenants.
2. **MAINTENANCE AND REPAIR.** The Association shall act to maintain and repair as provided in the Declaration of Covenants.
3. **CONDUCT.** All Members, their families, guests, visitors and tenants, and every occupant of a Townhouse shall at all times observe the published rules of conduct which may be established from time to time by the Association.
4. **NOTICES.** A Member or Members who mortgage a Townhouse or Townhouses or executes and delivers a deed to secure a debt, mortgage or other security instrument, which may become a lien on any Townhouse shall notify the President of the name and address of the mortgagee, or the holder of such deed to secured debt, mortgage or security instrument, and thereby authorize the Association to furnish such information as such mortgagees may request respecting unpaid assessments, taxes or other reasonable information concerning such Townhouse.

ARTICLE VIII

BOOKS AND RECORDS

1. **INSPECTION.** The books, records and papers of the Association shall at all times during reasonable hours be subject to inspection by any member at the principal office of the Association. The Declaration of Covenants and the By-laws of the Association shall be available for inspection by any member of the principal office of the Association.

ARTICLE IX

MISCELLANEOUS

1. ***BY-LAWS.*** These By-laws may be amended by a majority vote of the Members of the Association at any duly constituted meeting of such Members for such purpose. Each and every Member by accepting a deed for a Townhouse, thereby agrees to be bound by and benefit from any amendment so approved.
2. ***FISCAL YEAR.*** The fiscal year of the Association shall be the calendar year.
3. ***CONFLICT.*** In the event of any conflict between the provisions of the Declaration of Covenants and the provisions of these By-laws, the provisions of the Declaration of Covenants shall control.

**WEBBER PHASE IV HOMEOWNERS
ASSOCIATION
434 MARION AVE
SPARTANBURG, SC 29306
864-585-0835**

HOMEOWNER: _____

DATE: _____

STREET ADDRESS: _____

PHONE NUMBER: _____

TYPE OF REQUEST:

_____ Fence Building _____ Other _____

DESCRIPTION OF REQUEST:

CONTRACTOR: _____ PHONE: _____

Remit picture or detailed drawing with this request. If this is a fence request & you plan to stain it, remit your stain color as well.

APPROVED: _____ DATE: _____

DENIED: _____ DATE: _____

NOTES REGARDING APPROVAL/DENIAL:

FENCE REQUESTS: After fencing materials are approved, Homeowners must place four flags at the proposed fence corners and the Board must approve the site location BEFORE any installation begins.