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**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR**

VILLAS AT WOODFIN RIDGE

Please return after recording to:
McCabe, Trotter, & Beverly, P.C.
4500 Fort Jackson Boulevard, Suite 250
Columbia, SC 29209

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR VILLAS AT WOODFIN RIDGE

This Declaration of Covenants, Conditions and Restrictions for Villas at Woodfin Ridge is made this 12 day of August, 2021 by Villas at Woodfin Partners, LLC ("Declarant").

WITNESSETH

WHEREAS, Declarant is the Owner of certain land situate and being in Spartanburg County, South Carolina, more particularly described on Exhibit "A" attached hereto as a part hereof, said land together with such additional lands as shall be subject to this Declaration being referred to as the "Property;" and

WHEREAS, Declarant wishes to establish and assure a uniform plan for the development of the Property as a sub-association of the greater Woodfin Ridge Home Owners Association, Inc. and desires to enhance and protect the economic and aesthetic value and desirability of the Property and the health, safety, and welfare of the Owners and Occupants thereof.

NOW THEREFORE, Declarant declares that the Property is hereby subjected to and shall be held, sold, occupied and conveyed subject to this Declaration of Covenants, Conditions and Restrictions, in addition to the Restriction for the Oaks at Woodfin Ridge Section I, recorded at Deed Book 108-Y, at Page 13 of the Spartanburg County Register of Deeds.

Declarant further declares that this Declaration and all amendments and supplements thereto shall run with the land and shall be binding upon the Declarant, the Association, each Owner, their heirs, successors and assigns and all parties claiming under them or under this Declaration and shall inure to the benefit of and be enforceable by the Declarant, the Association, each Owner and all claiming under each Owner.

ARTICLE I

DEFINITIONS

1.1 "Architectural Review Committee" (also referred to as the "ARC") shall mean and refer to the Declarant or its designated appointees until the Class B Control Period has terminated. At such time, ARC shall consist of the Board of Directors or such other Members as the Board may appoint.

1.2 "Architectural Guidelines" shall mean and refer to the set of policies, rules and procedures, if any, which may be promulgated and/or amended by the Board of Directors or ARB,

from time to time, which shall act as a guide for the architectural control and review process and for the maintenance, construction or renovation of Improvements in the Community.

1.3 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association filed with the Secretary of State, a copy of which is attached to this Declaration as **Exhibit "C,"** as it may be amended as provided therein.

1.4 "Assessments" shall have the meaning specified in ARTICLE X.

1.5 "Association" shall mean and refer to Villas at Woodfin Ridge Homeowners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

1.6 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

1.7 "Bylaws" shall mean and refer to the Bylaws of the Association, a copy of which is attached to this Declaration as **Exhibit "D,"** as it may be amended as provided therein.

1.8 "Class B Control Period" shall mean and refer to the period commencing on the date of this Declaration first set forth above and terminating as provided in ARTICLE IV herein.

1.9 "Common Area" or "Area of Common Responsibility" shall mean and refer to all real property and the Improvements thereon shown as "Common Area" on any recorded Plats of the Property or so designated in any conveyance to the Association by the Developer including Common Area is intended for the common use and enjoyment of the Members, subject to the Rules and Regulations and reserved easement rights, and are not dedicated for use to the general public. Any real property dedicated to and accepted by a governmental entity shall not be considered Common Area or Area of Common Responsibility.

1.10 "Community" shall mean and refer to the subdivided Property comprising the Villas at Woodfin Ridge.

1.11 "Costs of Collection" shall mean and refer to all costs and expenses incurred by the Association in collecting Assessments or any other charges authorized herein whether or not any action at law and/or in equity is instituted and whether incurred before or after any action at law and/or equity is instituted, including, without limitation, attorney's fees, management company/management agent charges, administrative fees and charges, court costs, and any other costs incurred by the Association.

1.12 "Declaration" shall mean and refer to this document as it may from time to time be amended or supplemented in the manner provided herein.

1.13 "Developer" or "Declarant" shall mean and refer to Villas at Woodfin Partners, LLC, a Limited Liability Company organized and existing under the laws of the State of South Carolina, its successors and assigns, as long as it owns any Property or during the Class B Control Period, whichever is later. At the conclusion of the Class B Control Period or when the Declarant

no longer owns any Property, whichever is later, Declarant or Developer shall mean and refer exclusively to the Association, and all rights of the Declarant shall be deemed to have passed to the Association.

1.14 "Dwelling Unit" shall mean and refer to any portion of the Property, as improved, which is intended for any type of independent ownership for use and occupancy as a residence by one household and shall, unless otherwise specified, include within its meaning, a single family patio home.

1.15 "First Lien Mortgagee" shall mean and refer to a bank, mortgage company or other institution in the business of loaning money that holds a first priority mortgage or deed of trust on a Lot or Dwelling Unit in the Community.

1.16 "Governing Document(s)" shall mean and refer to this Declaration, the Plat, the Bylaws, the Articles of Incorporation, and the Rules and Regulations, as any of these may be amended from time to time.

1.17 "Improvement" shall mean and refer to any addition, change or object upon any portion of the Property, whether temporary or permanent, that alters or changes the appearance of the Property or the existence of which affects some aspect of the Property, including, without limitation, landscaping, grade, slope, or natural flow of water. Improvement is intended to be comprehensive, and shall be construed broadly.

1.18 "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map or Plat of the Property which has been subjected to this Declaration, and shall include any Improvements or Dwelling Units as may be erected or placed thereon. "Lot" shall not mean and refer to Common Areas, Areas of Common Responsibility, or the streets or road rights-of-way in the Community.

1.19 "Master Association" shall mean and refer to Woodfin Ridge Home Owners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

1.20 "Master Architectural Review Committee" shall mean and refer to the Architectural Review Committee established by the Master Declaration (defined in Section 1.22).

1.21 "Master Board" shall mean and refer to the Board of Directors of the Master Association.

1.22 "Master Declaration" shall mean and refer to the Restrictions for the Oaks at Woodfin Ridge Section I, recorded at **Deed Book 108-Y**, at **Page 13** of the Spartanburg County Register of Deeds

1.23 "Member" shall mean and refer to any Owner, as provided in Section 1.26 herein.

1.24 "Mortgagee" shall mean and refer to the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more Lots.

1.25 “Occupant“ shall mean and refer to (i) members of the immediate family of such individual or of an owner who actually resides within the Property and in the same household with each such individual or Owner; (ii) each individual occupying any Dwelling Unit pursuant to a Rental Agreement with the Owner thereof, who, if requested by the Board of Directors, has delivered proof of such Rental Agreement to the Board of Directors; and (iii) any Person who has a fixed place of habitation at a Dwelling Unit of any such individual or Owner to which, whenever he is absent, he has the intention of returning.

1.26 “Owner“ shall mean and refer to the record owner or owners, whether one or more Persons or entities, of any Lot which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

1.27 “Person“ shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

1.28 “Plat“ shall mean and refer to collectively to those certain plat(s) depicting all or a portion of the Property recorded in the Register of Deeds from time to time, each as amended, modified, supplemented, restated or superseded from time to time. See **Exhibit “B.”**

1.29 “Property“ shall mean and refer to those certain lands, including but not limited to, the Lots, streets or road rights-of-way and Common Areas, subjected to this Declaration, which is described in **Exhibit “A,”** together with such additional lands as may be subjected to this Declaration as provided herein.

1.30 “Rules and Regulations“ shall mean and refer to the rules, policies, guidelines and procedures adopted and modified by the Declarant or the Board of Directors, from time to time, governing the use of the Property and the facilities thereon, and the conduct of Owners, Occupants, and guests on the Property.

1.31 To “Rent“, “Rental“, and other similar terms, shall mean and refer to the granting or conveyance of any rights to use, occupy, or possess a Lot or Unit, or any portion thereof, to someone other than the Owner of the Lot or Unit for a fee or other consideration, including, without limitation, to lease, to let, and to license.

1.32 “Rental Agreement“ shall mean and refer to any agreement to Rent a Lot or Unit, or any portion thereof, including, without limitation, leases, licenses, and other similar agreements.

1.33 “Renter“ shall mean and refer to any person(s) or entity(ies) to whom a Lot or Unit, or any portion thereof, is Rented, including, without limitation, tenants, lessees, and licensees, and their families, guests, and invitees.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1 The real property which is subject to the covenants and restrictions contained in this Declaration is the real property described in **Exhibit "A"**

2.2 Only the real property described in Section 2.1 herein is made subject to this Declaration. However, Declarant may subject additional property it owns by recording an amendment, addendum, or supplement to this Declaration, as described in ARTICLE VIII herein.

ARTICLE III

PROPERTY RIGHTS TO COMMON AREAS

3.1 Rights of Enjoyment of Common Areas. Each Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to his Lot. Such easements and rights shall be subject to the following provisions:

- (a) The right of the Declarant or the Board to adopt, promulgate, enforce, and from time to time amend, reasonable Rules and Regulations pertaining to the use of the Property, including Common Areas, roads and rights-of-way, Lots, and Dwelling Units, which shall enhance the preservation of such facilities and the safety and convenience of the users thereof. Such Rules and Regulations may include restrictions such as parking regulations and restrictions and the number of guests of Owners and Occupants who may use the Common Areas at any one time. Enforcement of Rules and Regulations shall specifically include the right to impose and collect monetary fines, and the Costs of Collection thereof, as Specific Assessments provided for herein.
- (b) The right of the Declarant or the Board to establish and charge reasonable admission and any other fees for certain types of extraordinary uses of the Common Area. What is considered an "extraordinary use" shall be determined in the sole discretion of the Board of Directors.
- (c) The right of the Declarant or the Board to suspend the voting rights, the right to use all or any portion of the Common Area (with the exception of any streets or access ways), and/or any services provided by the Association, including without limitation architectural review services, during any period in which an Owner shall be in default in the payment of any assessment levied by the Association or for any other violation of the Governing Documents.
- (d) The Declarant or the Association may at any time mortgage, dedicate, or transfer all or a part of the Common Area to any public agency, authority, or other entity upon such

terms and conditions as shall be agreed upon by such agency, authority, entity or organization and the Board of Directors. Upon the expiration of the Class B Control Period, no such dedication or transfer shall be effective unless approved by a majority of the vote of the Class A Members at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the following shall not require an Members' consent and may be approved by the Board in its sole discretion: (i) granting easements which do not interfere with the intended Common Area use; (ii) dedicating Common Area to a public authority; (iii) conveying Common Area as part of boundary line adjustments with Lots; or (iv) transferring Common Area pursuant to a merger or consolidation with another Association.

3.2 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This section shall not prohibit the Board from acquiring and disposing of real or personal property which may or may not be subject to this Declaration.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Except as otherwise stated in this Declaration, every Owner of a Lot in the Community shall be a Member in the Association (collectively referred to as the "Membership"). If a Lot is owned by more than one Person, all such Persons shall be Members but only one (1) vote may be exercised per Lot regardless of the number of Owners. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by any Member, but in no event shall more than one (1) vote be cast nor more than one (1) office held for each Lot owned, except as otherwise stated in this Declaration.

4.2 Voting. There shall be two classes of voting membership:

- (a) **Class A:** Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members and shall be entitled to rights of membership and of the use and enjoyment appurtenant to such ownership. In no event shall more than one (1) vote be cast with respect to any such Lot. Any Owner of a Lot which is Rented, if renting is allowed, may assign his voting right to the Renter, provided that a copy of the assignment is furnished to the Secretary of the Association prior to any meeting at which the Renter exercises the voting right.
- (b) **Class B:** The Class B Member(s) shall be the Declarant and any successor or assign of Declarant, including builders, who takes title to all or a portion of the Property for the purpose of development and sale or any other specific assigns of the Declarant

named in a recorded instrument. Class B Member(s) shall be entitled to two (2) votes for each Lot owned and two (2) votes for each one-half (0.50) of an acre of undeveloped land owned and subjected to this Declaration. The Declarant or its expressly designated successor or assign (not builders) who may assume the responsibilities of the Declarant, shall be entitled to appoint all of the members of the Board of Directors during the Class B Control Period, which shall run from the date this Declaration is recorded in the office of the Register of Deeds for Spartanburg County, South Carolina, until terminated as set forth below.

Class B Control Period shall terminate on the earlier of:

- (i) when 100% of the Lots in **Exhibit "A,"** as may be amended from time to time, have been conveyed to Owners other than a Class B Member holding title for the purposes of development and sale AND when 100% of the Common Areas within the Property have been conveyed to the Association; OR
- (ii) any earlier date specified by the Declarant, or its expressly designated successor or assigns, in a written notice to the Association that the Class B Control Period is to terminate on that date.

Notwithstanding the foregoing, after termination of the Class B Control Period, the Declarant, or its expressly designated successor or assigns who may assume the responsibilities of the Declarant, shall have a veto power over all actions of the Board of Directors and any committee provided in the Bylaws of the Association, so long as the Declarant, or its expressly designated successor or assigns, owns any portion of the Property.

ARTICLE V

MAINTENANCE

5.1 Association's Responsibility. The Association at its sole cost and expense (subject to payment of Assessments by Owners as set forth herein), shall operate, maintain, repair, and replace the Common Area and Area of Common Responsibility and provide the requisite services in connection therewith. In addition, the Association shall maintain and keep in good repair:

- a. The yard space of each Lot (front, sides, and back), including the maintenance, repair, and replacement of all landscaping and landscaped areas installed by Declarant, and grass areas situated in the front of each Lot; and
- b. the irrigation systems installed by the Declarant in the front yard areas of each Lot (from the front elevation of the home towards the street), including maintenance, repair, and replacement of such irrigation systems.

Any replacement of landscaping, landscaped areas, or irrigation systems which are the responsibility of the Association hereunder, shall be made with comparable landscaping and irrigation systems to those originally installed by the Declarant unless otherwise approved by the Board.

In the event that the need for maintenance or repair to the Common Areas, Areas of Common Responsibility or the Association's areas of responsibility pursuant to this Section are caused by or through the willful or negligent act of the Owner, his or her family, or guests, or invitees, or tenants, the cost of such maintenance or repair shall be added to and become part of the assessment to which such Lot is subject. The Association is hereby granted an easement right of access to go upon any Lot for the performance of repairs or maintenance for which the Association is responsible hereunder.

5.2 Optional Services. The Association may but is not obligated to provide other community-wide services, including but not limited to trash collection services, in the sole discretion of the Board. The cost and expense of such services shall be added to the budget and included in an annual assessment cost. If such services are commenced during a budget year, the cost and expense of such services may be charged as a special assessment in accordance with Article X, Section 10.5. Owners shall not have the right to opt-out of these services for the purpose of avoiding payment of their share of costs and expenses included in the annual assessment or charged as a special assessment. The Association shall have the right to stop providing such services, at any time, based on feasibility and expense.

5.2 Owner's Responsibility. Unless expressly made the responsibility of the Association pursuant to Section 5.1 above, all maintenance, repair, and replacement of a Lot, together with all portions of the Dwelling Unit and any other Improvements on the Lot shall be the responsibility of the Owner of such Lot.

5.3 Association's Abatement Remedy. In the event that any Owner neglects or fails to maintain his or her Lot, Dwelling Unit, and/or any Improvements located on the Owner's Lot in violation of this Declaration, the Architectural Guidelines, or the Rules & Regulations, as determined by the Board of Directors in its sole discretion, the Association may issue written notice demanding compliance requiring the Owner to bring the Lot into compliance, and if the Owner of the Lot fails to comply within the time required by the notice, the Association or its designees may enter upon the Lot, bring the Lot into compliance with these Declarations, and levy against the Owner of the Lot a specific assessment in accordance with ARTICLE X.

Any entry by the Association or its agents, employees, officers, or contractors under the terms of this Section shall not be deemed a trespass, and an easement in gross of a commercial nature is reserved to the Association for the purpose of entry onto any Lot for the purpose of enforcing this Section. This provision shall not be construed as an obligation on the part of the Association to provide any services. The Owner shall hold harmless the Association, its agents and employees, officers and contractors (including the Board of Directors and ARC) from any liability incurred arising out of the Association's exercise of this right of abatement as set forth herein.

ARTICLE VIINSURANCE AND CASUALTY LOSSES

6.1 Insurance. The Board of Directors or its duly authorized agent shall have the authority to and shall procure and maintain liability and hazard insurance written by a carrier that has an acceptable rating from either the A.M. Best Company, Demotech, Inc., or Standard and Poor's, Inc., on property owned by the Association in amounts established by the Board in its sole discretion. The Board shall also obtain directors' and officers' liability insurance and, if and as it may deemed appropriate by the Board, fidelity bond coverage for all officers or employees having fiscal responsibilities. The Board shall have the discretion to obtain hazard insurance or other policy coverage for any areas for which the Association is responsible for maintenance, repair, and replacement. Costs of all insurance coverage provided for in this Section shall be included in the Assessments pursuant to Article X. All such insurance coverage obtained by the Board shall be written in the name of the Association as Trustee for the respective benefitted parties.

6.2 Individual Insurance. Each Owner shall, at its own expense, insure the Dwelling Unit and all other insurable Improvements on the Lot in an amount not less than the then 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.

6.3 Damage and Destruction. In the event of damage to or destruction of Common Areas or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or Improvements necessitated by changes in applicable building codes.

6.4 Disbursement of Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members.

6.5 Repair and Reconstruction. Damaged Improvements on the Common Area shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total votes of the Membership vote not to repair or reconstruct at a duly called meeting (or pursuant to a duly held special vote) held within sixty (60) days after the loss. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall.

ARTICLE VII

CONDEMNATION

7.1 Whenever all or part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation) the Owners appoint the Board of Directors to act as attorney-in-fact for all Owners in the proceedings incident to the taking, unless otherwise prohibited by law. No Owner, by virtue of his Lot ownership or membership in the Association, shall be entitled to independently participate as a party in any condemnation proceedings or directly participate in any condemnation award regarding Common Area. The Board of Directors shall have the right to make a voluntary sale to the condemnor in lieu of engaging in the condemnation action. Any awards received as a result of the taking shall be paid to the Association. The Board of Directors, without the necessity of a vote of the membership of the Association, may (1) retain any award in the general funds of the Association or (2) use such award for the restoration or replacement of any Common Area Improvements affected by the taking.

Notwithstanding the foregoing, this Section shall in no way limit or impair the Declarant's right, in its sole discretion, to remove the property which is subject of the taking from the Community pursuant to the authority granted in Article VIII herein.

ARTICLE VIII

ANNEXATION AND REMOVAL OF PROPERTY

8.1 Annexation by Declarant. The Declarant, or its expressly designated successor or assigns, shall have the right to annex additional property into the Property and designate the use of such property or any portion of the property (e.g., Lots or Common Area) by the filing of an amendment, addendum, or supplement to this Declaration describing the property annexed and imposing this Declaration upon such property or any portion of the property.

8.2 Annexation by Association. Upon the termination of Class B Membership, the Association shall have the right to annex additional property into the Property and designate the use of such property or any portion of the property (e.g., Lots or Common Area) with the approval of at least seventy-five (75%) percent of the total votes of the Membership. Such annexation shall be effective by the filing of an amendment, addendum, or supplement to this Declaration describing the property annexed and imposing this Declaration upon such property or any portion of the property.

8.3 Removal. So long as the Declarant, or its expressly designated successor or assigns, owns any portion of the Property, the Declarant, or its expressly designated successor or assigns, shall have the right to remove portions of the Property from the operation of the Declaration by filing an amendment, addendum, or supplement to this Declaration describing the portion of the Property removed and releasing said portion from this Declaration.

8.4 Acquisition or Transfer of Common Area. In addition to the foregoing and upon the termination of Class B Control Period, the Board shall have the right to acquire additional Common Area property and transfer or convey existing Common Area property, subject to the other limitations and restrictions set forth in this Declaration.

ARTICLE IX

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

9.1 Common Area. The Association shall be responsible for management, operation, and control of the Common Area, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association.

9.2 Rules and Regulations. The Board of Directors shall be authorized to promulgate and amend Rules and Regulations governing the use of the Property, including Common Areas, roads, rights-of-way, Lots, and the Dwelling Units; and governing the conduct of the Owners, Occupants, Renters, guests and invitees thereon or therein. Such Rules and Regulations shall include the establishment of penalties for violations of the Governing Documents, including monetary fines as Specific Assessments and Costs of Collection thereof, which shall form a lien on the Lot of the responsible Owner(s).

9.3 Implied Rights. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

ARTICLE X

ASSESSMENTS

10.1 Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

10.2 Creation of the Lien and Personal Obligation for Assessments. In addition to any assessments, charges, or fees payable to the Master Association in accordance with the Master Declaration, each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, jointly and severally, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments as established and collected as hereinafter provided; (d) initial working capital contribution assessment; and (c) specific assessments against any particular Lot, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of the Declaration. All such assessments, together with late

charges, interest (not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due), and Costs of Collection, including, without limitation, reasonable attorney's fees and management company charges incurred, shall be a charge on the land in favor of the Association and shall constitute a continuing lien upon the Lot against which each assessment is made; and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Lot is located. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a First Lien Mortgage recorded in the land records of the county where the Properties are located. After the recording of such lien in favor of the Association, all other Persons or entities acquiring liens or encumbrances on any Lot are hereby deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Each such assessment, together with late charges, interest, Costs of Collection, including, without limitation reasonable attorney's fees and management company charges incurred, shall also be the personal obligation of the Person(s) or entity(ies) who owned the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any First Lien Mortgage taking title through foreclosure proceedings or deed in lieu of foreclosure.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or Bylaws, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of the Owner.

10.3 Budget & Annual Assessments. The Board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The budget shall include the annual assessment amount, the amount and number of installments (if any), and the due date of such annual assessment. Annual assessments shall be levied at a uniform rate per Lot and shall be paid in such manner and on such dates as fixed by the Board of Directors (such as monthly, quarterly, semi-annually, or annually). The Board will make the budget or its summary available to an owner of each Lot, although failure to receive a budget or summary does not affect an Owner's liability for assessments. If the Board fails to prepare a budget for any reason, then the budget for the previous fiscal year shall continue in effect including the amount of the previous year's annual assessment, the number of installments, and the due date, until a new budget is adopted and Owners are notified of the new budget, assessment amount, and due date. A copy of the budget or any amended budget and written notice of the annual assessment

and/or any adjustment thereof, shall be sent to every Owner, identifying the amount(s), due date(s), and the address to which payments are to be sent. The Board will provide copies of the detailed budget to Owners who make written request and pay a reasonable copy charge.

10.4 Initial Working Capital Contribution Assessment. Upon the initial sale, transfer, or conveyance of a Lot within the Property from the Developer to the first Owner(s) (other than a successor or assign of the Declarant or builder), the new Owner(s) shall be required to pay to the Association a working capital contribution assessment equal to twenty-five percent (25%) of the annual assessment for the current fiscal year in which the sale, transfer, or conveyance occurs. Such assessment, when collected, shall be deposited into the Association's operating account, unless in the discretion of the Board, such assessments are needed to fund reserves or other budgetary shortfalls. The working capital contribution assessment shall be due and payable in addition to any prorate portions of any annual or special assessment which is due at the time of conveyance of the sale, transfer, or conveyance of the Lot. Failure to collect such assessment, for any reason or for any period of time, shall not be construed as a waiver of the Board's right to do so in the future.

10.5 Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time for the purposes of defraying, in whole or in part, any shortfall in the estimated annual budget. Special assessments shall be levied at a uniform rate per lot and shall be paid as determined by the Board. The Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

10.6 Specific Assessments. In addition to the other assessments authorized herein, the Board shall have the power to specifically assess Lots and respective Owner(s) for reasonable monetary penalties for the violations of the Governing Documents or to cover the costs and expenses the Association incurs to bring a Lot into compliance with the Governing Documents as provided in ARTICLE V hereof. Specific Assessments are not subject to the uniform rate per Lot requirement set forth in other Sections of this Article, and may be levied in a manner to be determined by the Board in its sole discretion. The failure to exercise this power shall under no circumstances be considered a waiver of the right to do so in the future.

10.7 Class B Member Exclusion from Assessments. Lots owned by Class B Members (including Declarant and any successor or assign of Declarant, including builders, who takes title to all or a portion of the Property for the purpose of development and/or sale) are excluded from the obligation to pay any assessments unless or until the Lot owned by the Class B Members is issued a certificate of occupancy. However, at all times during the Class B Control period, Declarant is obligated to keep the Association solvent, and must pay any deficits in the expenses and/or reserves (but not in the event of contingencies) of the Association that cannot be satisfied by the amounts held in the operating accounts and/or reserve accounts. Upon issuance of a certificate of occupancy for any Lot owned by a Class B Member, the Class B Member shall be obligated to pay a prorated share of the annual and/or special assessments for the remainder of the then-current fiscal year.

10.8 Application of Payments. All payments shall be applied first to Costs of Collection, then to late charges, then to interest, then to delinquent assessments in the following order of application: (i) specific assessments; (ii) special assessments; and then (iii) annual assessments.

10.9 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. In addition, interest shall begin to accrue on the principal amount due from the date first due and payable in an amount not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum. When any assessment or installment thereof, becomes delinquent, the Board shall have the right to accelerate the due date on any remaining amounts or installment thereof upon ten (10) days written notice to the Owner. When any assessment becomes delinquent, a lien, as herein provided, shall attach which secures the principal amount, plus interest, late charges, and all Costs of Collection, including, without limitation, reasonable attorney's fees and management company charges incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid, the Association may, pursuant to the discretion of the Board, file suit or legal/equitable proceeding to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the right, but not the obligation, to bid on the Lot at any foreclosure sale to acquire, hold, lease, mortgage, or convey the same.

ARTICLE XI

ARCHITECTURAL STANDARDS AND CONTROL

11.1 Architectural Review Committee. During Class B Control Period, the Architectural Review Committee ("ARC"), a committee of the Board of Directors, shall mean the Declarant or its expressly designated appointees or assigns. At such time the Class B Control Period terminates, the Declarant's rights and obligations as the ARC shall forthwith terminate and thereafter the ARC shall consist of the Board of Directors of the Association or such other members as the Board may appoint. In any event, the ARC must be chaired by a member of the Board of Directors. Declarant may assign or terminate its rights and obligations as the ARC at an earlier date than that set forth above upon notice to the Owners.

11.2 Requirement for Approval. In addition to any covenants and restrictions contained in the Master Declaration, including any requirement to obtain approval from the Master Architectural Review Committee, no Improvement, or any alteration, change, addition, or modification of any exterior portions of a Lot or any of the Dwelling Units or Improvements located thereon, including but not limited to any building, structure, swimming pool or other recreational amenity, accessory structure, wall, fence, landscaping of any kind, or alteration or

change to any exterior color, material, or composition of a Dwelling Unit or other Improvements located on a Lot, may be commenced, installed, placed, or constructed until the proposed plans, specifications (including height, color and composition, location, materials, and finishes), plot plan, landscape plan, and construction schedule shall have been submitted in writing and approved by the ARC. In the event approval of such plans is neither granted nor denied within forty-five (45) days following receipt by the ARC of written request for approval, approval shall be deemed granted. Refusal to approve plans, location, or specifications may be based upon any ground which is consistent with the objectives of this Declaration, including purely aesthetic reasons, so long as such ground is not arbitrary and capricious. In no event, shall failure to approve or deny such plans constitute waiver by the ARC to approve or deny future requests under this Article.

11.3 Deposits and Fees. The ARC may charge a reasonable review fee for its initial and any subsequent review of any proposed plans and specifications, the amount of which shall be determined by the Board in its sole discretion. The ARC may also require Owner applicants to make refundable deposit to ensure compliance with the approval or the Architectural Guidelines in an amount and upon conditions to be determined by the ARC, with approval of the Board. Any fines for non-compliance of the Architectural Guidelines or other violations of the Governing Documents may be deducted from such deposit. The failure to collect such fees and deposits, for any reason or for any period of time, shall under no circumstances be considered a waiver of the right to do so in the future.

11.4 Architectural Guidelines. The Declarant or the Board may adopt, amend, or modify Architectural Guidelines governing the Property, which shall apply in addition to any architectural guidelines or standards established by the Master Architectural Review Board or the Master Board pursuant to the Master Declaration. The Board may delegate the adoption of such Architectural Guidelines to the ARC, but the Board shall have veto power and opportunity for final review and approval. The Architectural Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending on the location, size, unique characteristics, and intended use. In addition the Architectural Guidelines may contain provisions for the imposition of monetary penalties for the infraction thereof. The Architectural Guidelines are intended to provide guidance to Owners, but are not the exclusive basis upon which decisions may be made by the ARC regarding the approval or denial of a request under this Article.

11.5 Variances. The ARC may authorize variances from compliance with any of its Architectural Guidelines when circumstances, such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require. Approval by the Declarant or ARC of any plans and specifications or the granting of a variance shall not in any way be construed to set a precedent for approval, alter in any way the Architectural Guidelines, or deemed a waiver of the Declarant's or the ARC's right in its discretion to disapprove similar plans and specifications.

11.6 Violations. In the event that any violation of the provisions of this Article, the Association may, in addition to any other remedy provided by this Declaration or by law, levy a monetary penalty as a specific assessment in accordance with the provisions of this Declaration, the Rules and Regulations, and the Architectural Guidelines, and/or the Association may enter onto the Lot and either remove the non-compliant condition or Improvement or bring the non-

compliant Lot into compliance at the responsible Owner's expense. The Association shall first give written notice to the Owner of such Lot regarding the Owner's responsibility to complete, repair, replace, or remove the non-compliant condition or Improvement or to apply for and to obtain approval by a deadline established in such notice, as well as of the Association's intent to take such action as may be necessary to remedy the violation, including the charging of specific assessments and/or the Association's intent to complete, repair, replace, or remove the non-compliant condition or Improvement at the Owner's expense. The Owner shall have the time set forth in said notice to bring the Lot into compliance or to provide assurances that the Lot will be brought into compliance in a timely manner. The determination as to whether an Owner has failed to comply with the provisions of this Article and what period is reasonable for bringing the Lot into compliance shall at all times be made by the Association, in its sole discretion. In the event the Association performs any work to bring the Lot into compliance, the costs of such work shall be charged against the Lot as a specific assessment in accordance with Article X herein.

11.7 Waiver of Liability for Architectural Review. Neither the Declarant, Association, Board, nor their agents, employees, directors, officers, nor any other member of the ARC, shall be responsible or liable in any way for the defects, structural or otherwise, in any plans or specifications approved by them, nor for any defects in any work done according to the plans and specifications approved by them. Further, neither the Declarant, Association, Board, nor their agents, employees, directors, officers, nor other members of the ARC shall be liable to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right of the Declarant, Association, Board, or ARC provided for in this Declaration. Every Person who submits plans and specifications to the Declarant, Association, Board, or ARC for approval agrees, by submission of such plan and specifications, and every Owner of any Lot agrees, that he/she will not bring any action or suit against the Declarant, Association, Board, or their agents, employees and officers, or any member or agents of the ARC, to recover any damages arising out of such approval or disapproval, and, each owner by acceptance of the deed to the Lot, releases, remises, quit claims, and covenants not to sue for, all claims, demands, and causes of action arising out of or in connection with such approval or disapproval, notwithstanding, any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

ARTICLE XII

USE RESTRICTIONS

12.1 Single-Family Residential Use. No building shall be erected, altered, placed or permitted upon any Lot other than one single-family Dwelling Unit, unless otherwise approved by the ARC. All Lots and Dwelling Units shall be used for single-family residential purposes only, and no commercial, business or business activity shall be carried on upon any Lot at any time, except with the written approval of the Board of Directors. Nothing herein shall prevent the Declarant, its agents, representatives, or employees, from using any Lot owned or leased by the Declarant for the purpose of carrying on business related to the Community or related to the

improvement and sale of Lots or Dwelling Units in the Community; operating a construction office, business office, sales office or model home, and displaying signs, and from using any Lot for such other facilities as in the sole opinion of the Declarant may be required, convenient, or incidental to the completion, improvement, and sale of the Lots, Dwelling Units, or the Community.

12.2 Signs. Except for such signs as may be posted by the Declarant for promotional and marketing purposes or by the Association, no sign of any character shall be erected, posted or displayed on or from any Lot, Dwelling Unit, or other Improvement located thereon, without prior written approval from the Board, with the exception of one (1) professional real estate sign per Lot advertising the property for sale. Notwithstanding the foregoing, the Association shall have the right to erect, place, and maintain community signs, including but not limited to, decorative, specialty, or necessary street signage.

12.3 Vehicles.

- (a) Except in connection with construction activities and except as needed for the temporary and occasional delivery of services (delivery services not to exceed a period of twelve consecutive hours on any given day) no Commercial Vehicle, trailers, campers, motor homes, recreational vehicles, boats and other watercraft, or property maintenance equipment of any type (such as tractors, bobcats, lawn mowers, etc.) may be parked on any portion of the Property, unless parked entirely within a closed garage. The term "Commercial Vehicle" shall be deemed to include construction vehicles or equipment; commercial trucks, vans, taxicabs; tractor-trailers, or any part thereof; dump trucks; tow trucks; and/or any other vehicles with commercial license tags; as well as any cars, trucks, or vans in styles normally used for private purposes, but marked with commercial advertising, logos, or business names; or containing visible commercial materials, cargo, tools, or equipment on the exterior of the vehicle.
- (b) Vehicles may only be parked on paved or graveled surfaces intended for parking vehicles on a Lot, or other designated parking areas within the Property. On-street parking is permitted temporarily for Owner's guests and invitees only.
- (c) Only properly licensed, inspected and registered vehicles may be operated and parked on the Property. No inoperable or derelict vehicle shall be parked, kept, or stored on any portion of the Common Area or any portion of a Lot. "Inoperable or derelict vehicle" shall mean any vehicle that is not in operating condition, that has no valid license plates or a valid inspection decal for a period of thirty (30) days or longer, or a vehicle which for a period of sixty (60) consecutive days or longer has been partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for operation of the vehicle.
- (d) No recreational vehicles (including, for example, all-terrain vehicles, motorized scooters, dirt bikes or minibikes) may be operated on the Property at any time. Vehicles shall not be driven on any unpaved portion of the Common Area, except such vehicles

that are authorized by the Board of Directors as needed to maintain, repair or improve the Common Area.

12.4 Garages. No garages shall be converted to living spaces or altered or used for purposes that would prevent the use of the garage for the parking of the intended number of vehicles for which it was constructed or storage of personal property.

12.5 Occupants Bound. All provisions of the Governing Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot. Lot Owners shall be responsible for violations hereof by the Occupants, guests and invitees of the Owners and shall be liable for all damages, specific assessments and Costs of Collection incurred by the Association.

12.6 Offensive Activities. No noxious, offensive, or illegal activities as determined by the Board of Directors shall be carried on upon any Lot, Common Area, street, or road right-of-way, nor shall anything be done thereon which is or may become an annoyance or nuisance to any Owner in the Community, including without limitation nuisances of a permanent or temporary nature, occurring on an intermittent or continual basis, and those that are a nuisance to one or more Owners in the Community.

12.7 Unightly or Unkempt Conditions. Each Owner shall at all times keep the Lot, Dwelling Unit, and all Improvements thereon in a safe, clean, neat, and sanitary condition, and free from all stored items. Should any unsafe, unclean, unsightly, or unkempt conditions exist on a Lot, including the storage of personal items, the Association or its duly appointed agent shall be entitled to enter upon the Lot to cure such defect in accordance with the Association's abatement remedies set forth in ARTICLE V.

12.8 Antennas/Satellite Dishes. Pursuant to federal law, permissible antennas and satellite dishes may be installed in preferred locations identified by the Board of Directors or ARC in the Rules and Regulations or Architectural Guidelines, or at the rear of the Dwelling Unit or Lot in the least visible location from the road, provided acceptable signal quality is available and placement would not impose unreasonable expense or delay.

12.9 Solar Collecting Equipment. No solar collecting equipment shall be permitted on any Lot without prior written approval from the Board or ARC. Such installation, if approved, shall be completed pursuant to the Architectural Guidelines, if any, which may be established and modified from time to time by the Board or ARC.

12.10 Equipment, Tools, and Recreational items. All equipment, tools, recreational items, and other similar personal property of any kind, including, but not limited to lawnmowers, ladders, or sports equipment must be contained within a fenced or an enclosed area and hidden from public view when not in use.

12.11 Hunting; Fishing; Discharge of Firearms. Hunting and the discharge of firearms shall not be permitted anywhere on the Property. This restriction is not intended to prohibit fishing authorized in accordance with the Rules and Regulations promulgated by the Board of Directors.

12.12 Pools. No above-ground swimming pool shall be erected, placed, or installed on any Lot. No in-ground swimming pools shall be permitted absent prior written approval of the Board or ARC.

12.13 Temporary Structures. No temporary house trailer, tent, shack, barn, pen, kennel, run, stable, or other temporary accessory building shall be erected, used or maintained on any Lot except in connection with construction or marketing activities by the Declarant, without the prior written approval of the Board or ARC.

12.14 Sewage System. Sewage disposal shall be through the public or private system or by septic tank approved by State and local agencies. If there is a public or private system serving the Community, the Owner shall be obligated to use the system unless authorized otherwise by the Board of Directors.

12.15 Tree Removal. No live trees with a trunk measuring in excess of six (6) inches in diameter (measured twenty-four (24) inches above ground), nor live tree planted by the Declarant shall be cut without the prior written approval of the Board or ARC; except that in the case of emergency, dead trees or trees which are diseased or damaged beyond repair, may be removed without the prior approval of the Board or ARB.

12.16 Air Conditioning Units. No air conditioner shall be installed in any window of a Dwelling Unit, or any other Improvement on a Lot, nor shall any air conditioner be installed in any Dwelling Unit so that the same protrudes through any exterior wall of the Dwelling Unit or other Improvement on a Lot.

12.17 Rental Restrictions and Associated Provisions.

- (a) Rental Restrictions. Lots and Dwelling Units and Improvements located thereon may only be Rented in their entirety. No individual rooms, floors, or other portions of a Lot, Dwelling Unit, or Improvement consisting of less than the entire Lot, Dwelling Unit, or Improvement may be separately or individually Rented. There shall be no sub-Rental of a Lot, Dwelling Unit, Improvement (or any portion thereof), and there shall be no assignment of a Rental Agreement by a Renter.
- (b) Short Term Rentals are prohibited. Short term rentals are strictly prohibited. For the purpose of this Declaration, the term "Short Term Rental" shall refer to the renting of any Lot or Dwelling Unit, or any portion thereof, for a period of less than one (1) year. Offering or advertising a Lot, Dwelling Unit, Improvement, or any portion thereof, for Short Term Rental is also strictly prohibited. Further, no Lot, Dwelling Unit, or Improvement, or any portion thereof, may otherwise be used for hotel or transient purposes.
- (c) Additional Requirements for Rental Agreements. All Rental Agreements must be in writing. All Rental Agreements shall contain a provision requiring all Renters and other occupants of the Rented property, as well as all guests and invitees of the same, to comply with the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations of the Association. All Rental Agreements shall contain a provision

providing that any violation of the provisions of the Governing Documents by a Renter and/or other occupant of the Rented property, as well as by any guest or invitee of the same, shall be deemed a default under the terms of the Rental Agreement and grounds for termination of the Rental Agreement and for eviction.

- (d) Requirement to Provide Information. Upon request, an Owner and/or any Renter(s) shall provide the Board with: (1) a copy of any Rental Agreement; (2) the names of all persons occupying or who will be occupying the Rented property pursuant to, as a consequence of, or in any way as a result of or due to a Rental Agreement; and (3) such other information as may be reasonably required by the Board to assist in monitoring compliance with the provisions of this Section.
- (e) Hardships; Non-Liability. The Board shall have the right and power, but not the obligation, in its complete and sole discretion, to grant a waiver or variance of the application of the restrictions set forth in subpart (a) of this Section in circumstances when the application of the same may result in undue hardship or unduly inequitable results. The granting of a waiver or variance by the Board shall not in any way be construed as setting a precedent for the granting of a waiver or variance or in any way limiting the discretion of the Board to deny a waiver or variance in other similar circumstances, in its complete and sole discretion. Neither the Association, the Board, nor any individual officer or director of the Association shall be liable in any way for the exercise of its/their discretion or judgment under this provision, including, but not limited to, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with such exercise of judgment.
- (f) Exception for Lots or Units Owned by Association or First Lien Mortgagee. The provisions of this Section shall not apply to any Lot owned by the Association or First Lien Mortgagee by virtue of a foreclosure or deed in lieu thereof.

12.18 Lakes and Bodies of Water. The pond(s), lakes, wetlands, detention ponds, or other water retention structures, if any, are those portions of the Property designated on one or more of the Plats, and shall be kept and maintained as ponds for water retention, drainage, irrigation, and water management purposes in compliance with all governmental requirements. If any body of water is designated as Common Area, it shall be maintained, administered, and ultimately owned by the Association. In furtherance of the foregoing, the Declarant hereby reserves and grants an easement in favor of itself and the Association, throughout all portions of the Property as may be necessary for the purpose of accessing, maintaining, and administering the bodies of water, if any.

12.19 Fences. Except for any fence installed by the Declarant, no fence or screen shall be installed on a Lot except with the prior written approval of the Board or ARC. Chain link fences or fences of a similar material or construction are strictly prohibited.

12.20 Mailboxes. Individual mailboxes are not permitted. The Association shall maintain a mailbox kiosk for the community within the Common Area with an assigned mailbox for each Lot address. The Association has the right to charge reasonable fees for key or lock replacements.

12.21 Animals. Subject to the Rules and Regulations promulgated by the Board of Directors, no animals, livestock, exotic pets, poultry, or other fowl of any kind (whether domestic or exotic) shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other small household pets; provided, however, that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance, cause an unsanitary condition within the Community, or be kept outside in a manner which disturbs the quiet enjoyment of the Community or any other Owner. Whether a household pet constitutes a nuisance, has caused an unsanitary condition, or is disruptive to the quiet enjoyment of the Community shall be determined in the sole discretion of the Board. While not in a fully confined area, all pets shall be restrained by leashes and no pet shall enter upon any Lot without the express permission of the Owner of such Lot. Owners with pets shall be responsible for clean-up and removal of fecal matter deposited by such pet and shall be liable for, indemnify, and hold harmless any other Owner, and the Association from any loss, cost, damage, or expense incurred by such Owner or the Association as a result of any violation of this provision. All animals shall be registered and inoculated as required by law. The appropriate governmental authorities shall have an easement and right of access across the Property to enforce local animal control laws and ordinances.

ARTICLE XIII

EASEMENTS

13.1 Easements of Encroachment. The Declarant grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary.

13.2 Easements for Utilities, Etc.

- (a) Installation and Maintenance. Declarant reserves for itself, so long as Declarant owns any property within the Property, and grants to the Association and all utility providers, the perpetual non-exclusive easements throughout the Property to the extent reasonably necessary for the purpose of:
- i. Installing utilities and infrastructure to serve the Property, cable and other systems for sending and receiving data and or other electronic signals, security and similar systems, walkways, pathways and trails, storm water drainage systems, irrigation systems, sanitary sewer systems, streetlights and signage on property which the Declarant owns or within public rights-of-way or easements reserved for such purpose on recorded Plats;

- ii. Inspecting, maintaining, repairing, and replacing the utilities, infrastructure, and other Improvements within the Property; and
- iii. Access to read utility meters.

- (b) Right to Grant Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described in **Exhibit "A"** or that may be annexed into the Property pursuant to ARTICLE VIII. The Owner of any property to be burdened by any easement granted pursuant to this subsection (b) shall be given written notice in advance of the grant. The location of the easement shall be subject to the approval of the Owner of the burdened property, which approval shall not be unreasonably withheld, delayed or conditioned.
- (c) Minimal Interference. All work associated with the exercise of the easements described in subsections (a) and (b) shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work.

13.3 Right of Entry. Declarant reserves for itself, the Association, and others as it may designate, the right to inspect, monitor, test, redesign, and correct any structure, Improvement, or condition which may exist on any portion of the Property, including Lots, and a perpetual, nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner, and no entry into a Dwelling Unit shall be permitted without the consent of the Owner.

ARTICLE XIV

COMMITTEES

In addition to the ARC, as provided in Article XI herein, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose. Any such committee shall report to and serve at the pleasure of the Board of Directors and shall be delegated with the authority as determined appropriate by the Board of Directors in an enabling resolution.

ARTICLE XV

ENFORCEMENT & LITIGATION

15.1 Enforcement. In addition to any other rights, remedies, or enforcement mechanisms provided for herein, the Association, or an aggrieved Owner in the appropriate case,

shall also have the right to enforce, by any proceeding at law or in equity, the provisions of any of the Governing Document. An Owner shall be responsible and liable for the actions and violations of the Owner, Occupants, and/or Renters, as well as the actions of all guests, agents, invitees, licensees, or contractors thereof. Any failure by the Association or by any Owner to enforce any provisions of the Governing Documents shall in no event be deemed a waiver of the right to do so hereafter. All costs and expenses incurred by the Association in connection with enforcement of any of the provisions of the Governing Documents, including reasonable attorneys' fees, whether or not any suit is brought and whether incurred before or after any suit is brought, shall be paid by the Owner against whom enforcement is sought and shall constitute a charge and continuing lien upon such responsible Owner's Lot and shall be added to and become part of the assessments to which the Owner's Lot is subject. The provisions of this Declaration governing enforcement and collection of delinquent assessments shall apply to the collection and enforcement of such costs and expenses to include reasonable attorneys' fees.

15.2 Fines. In addition to the foregoing, the Association, by and through its Board of Directors, shall also have the right to levy reasonable monetary fines for violations of the provisions of the Governing Documents. Such monetary fines shall be charged as specific assessments in accordance with ARTICLE X. As set forth above, an Owner shall be responsible and liable for the actions and violations of the Owner, Occupants, and Renters, as well as the actions and violations of all guests, agents, invitees, licensees, or contractors thereof; and as such, an Owner may be fined for violations by any of the same and shall be responsible for payment of any fines levied as a result of a violation by any of the same. The issuance of any fine(s) as specific assessments shall not constitute an election of remedies, nor a waiver of any right to pursue any other additional enforcement mechanisms concerning the violation provided for by this Declaration, the Bylaws of the Association, and/or the Rules and Regulations of the Association.

15.3 Litigation. The Association may, without a vote of the Members, initiate actions or proceedings: (a) to enforce the provisions of or otherwise permitted by the Governing Document and/or any agreement related to the of Common Area; (b) to challenge property taxation or condemnation proceedings; (c) to defend claims against the Association or to assert counterclaims in proceedings instituted against it; (d) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association, with the exception of claims against the Declarant; or (e) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of owners in order to preserve the status quo.

ARTICLE XVI

MORTGAGEE PROVISIONS

16.1 Notices of Action. Upon written request to the Association from a First Lien Mortgagee (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its mortgage relates, thereby becoming an "Eligible Holder"), such Mortgagee will be entitled to notice of the following:

- (a) Any condemnation loss or casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such Eligible Holder;
- (b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Lot or the Owner thereof which is not cured within sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

16.2 No Priority. No provision of the Governing Documents gives or shall be construed as giving any Owner or other party priority over any rights of the First Lien Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

16.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

16.4 Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the mortgagee by certified or registered mail, return receipt requested.

ARTICLE XVII

GENERAL PROVISIONS

17.1 Term. 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 the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Thereafter, this Declaration shall automatically renew and extend for successive ten (10) year periods; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of any period hereinabove referenced, ninety percent (90%) of the total votes of the Members are cast in favor of terminating this Declaration at the end of the then-current term.

17.2 Amendment. This Declaration may be amended, restated, changed, altered, added to, derogated or deleted, at any time, and from time to time, as hereinafter described:

- (a) By Declarant: During the Class B Control Period, Declarant, or its expressly designated assignee, may amend, restate, change, alter, add to, derogate, or delete any provision of this Declaration, without the approval of the Association or Class A Members, by the execution and recordation of any instrument executed by the Declarant or its expressly designated assignee. Declarant, or its expressly designated assigns, shall only exercise this right to amend in good faith.
- (b) By Association: Upon the termination of the Class B Control Period, the Association may amend, restate, change, alter, add to, derogate or delete any provision of this Declaration with the approval of two-thirds (2/3) of the total votes of the Membership. Nothing herein shall be construed to prohibit action under this Section by written or electronic ballot.
- (c) In addition, any provision of this Declaration which contradicts the requirements of the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") or the Federal National Mortgage Corporation ("FNMC") or any other insurer or purchaser of mortgage secured by the Lots, as the same may be amended from time to time, shall be automatically deemed amended and modified so as to comply with such requirements if one or more Owners obtains FHA, VA, or FNMC financing and the Declarant or the Association consents in writing. Without limiting the foregoing, if required to effect any amendments made pursuant to the previous sentence, the Declarant or the Board of Directors of the Association shall, at any time and from time to time, as they see fit, have the right to cause this Declaration to be amended.

17.3 Indemnification. The Association and Owners shall indemnify every director and every officer, his heirs, executors, and administrators against all losses, costs and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

17.4 Severability. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which shall remain in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general.

17.5 Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with any additional covenants, restrictions, and declarations applicable to any Property, and the Association may, but shall not be required to, enforce the covenants, restrictions, and provisions applicable to any Property. If there are any conflicts between the provisions of South Carolina law, the Articles of Incorporation, the Declaration, the Bylaws, and any Rules & Regulations, or Architectural Guidelines, then such foregoing priority shall apply.

17.6 Declarant's Rights. Declarant reserves the right to assign, transfer, or convey, in whole or in part, all the rights of Declarant set forth herein. Upon the termination of the Class B Membership, any rights of the Declarant herein that are not expressly assigned, transferred, or

conveyed to the Association shall be considered implicitly assigned, transferred, and conveyed to the Association.

17.7 Instrument under Seal. This Declaration and all Amendments thereto are to be construed as sealed instruments subject to the twenty year statute of limitations provided in S.C. Code Ann. § 15-3-520.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year written below.

SIGNED SEALED AND DELIVERED
in the presence of:

VILLAS AT WOODFIN PARTNERS,
LLC

[Signature]
(witness #1)

[Signature]
(witness #2)

By: [Signature] (L.S.)

Name: [Signature]

Its: Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF Greenville)

ACKNOWLEDGEMENT

I, Merissa Rivera, a Notary Public for the State of South Carolina, do hereby certify that Doug Wall, duly authorized officer of Villas at Woodfin Partners, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

Witness my hand and official seal this 12 day of August, 2021.

Merissa Rivera (L.S.)

Notary Public for South Carolina
My Commission Expires: 9/25/2028

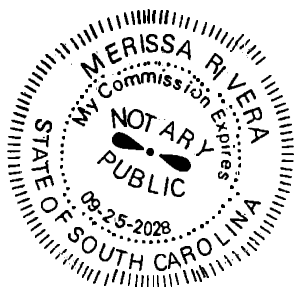


EXHIBIT A

All that certain piece, parcel or tract of land, with improvements thereon, if any, situate, lying and being in the County of Spartanburg, State of South Carolina, containing 5.14 acres, more or less, as shown on a survey entitled BOUNDARY AND EASEMENT PLAT FOR VILLAS AT WOODFIN PARTNERS, LLC, prepared by Southern Land Surveying, dated August 27, 2019 and recorded September 5, 2019, in the Spartanburg County ROD Office in Plat Book 176 at Page 354, reference to said survey being made for a more complete metes and bounds description thereof.

This being the same property conveyed from Newman & Sims Development, Inc. to Villas at Woodfin Partners, LLC by deed dated September 5, 2019 and recorded on September 11, 2019 in Deed Book 125-F at Page 777 of the Spartanburg County Register of Deeds.

TMS No. 2-22-00-011.02

EXHIBITB

[PLAT]

EXHIBIT C
[ARTICLES OF INCORPORATION
OF THE ASSOCIATION]

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Filing ID: 210810-1659182

Filing Date: 08/10/2021

Aug 10 2021
REFERENCE ID: 844877

STATE OF SOUTH CAROLINA
SECRETARY OF STATE


SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLES OF INCORPORATION
Nonprofit Corporation – Domestic
Filing Fee \$25.00

Pursuant to S.C. Code of Laws Section 33-31-202 of the 1976 S.C. Code of Laws, as amended, the undersigned corporation submits the following information

1. The name of the nonprofit corporation is

Villas at Woodfin Ridge Homeowners Association, Inc.

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is
149 Green Valley Road

(Street Address)
Greenville, South Carolina 29617

(City, State, Zip Code)

The name of the registered agent of the nonprofit corporation at that office is

Doug Wall

(Name)

I hereby consent to the appointment as registered agent of the corporation.

(Agent's Signature)

3. Check "a", "b", or "c", whichever is applicable. Check only one box.

- a. The nonprofit corporation is a public benefit corporation.
- b. The nonprofit corporation is a religious corporation.
- c. The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b" whichever is applicable

- a. This corporation will have members.
- b. This corporation will not have members.

5. The principal office of the nonprofit corporation is
149 Green Valley Road

(Street Address)
Greenville, South Carolina 29617

(City, State, Zip Code)

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ORIGINAL ON FILE IN THIS OFFICE

Aug 10 2021
REFERENCE ID: 844877

Villas at Woodfin Ridge Homeowners Association, Inc.

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Name of Corporation

Corporation is either a **public benefit** or **religious corporation** complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation. **If you are going to apply for 501(c)(3) status, you must complete section "a".**

a.

Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

[Empty box for entity name]

OR

b.

If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporation or to one or more of the entities described in (a) above.

If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

[Empty box for entity name]

7. If the corporation is mutual benefit corporation complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a.

Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b.

Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

[Empty box for distribution details]

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows [See S.C. Code of Laws Section 33-31-202(c)].

[Empty box for optional provisions]

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Aug 10 2021
REFERENCE ID: 844877

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Villas at Woodfin Ridge Homeowners Association, Inc.

Name of Corporation

9. The name and address of each incorporator is as follows (only one is required, but you may have more than one).

Doug Wall

(Name)

149 Green Valley Road

(Business Address)

Greenville, South Carolina 29617

(City, State, Zip Code)

(Name)

(Business Address)

(City, State, Zip Code)

(Name)

(Business Address)

(City, State, Zip Code)

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.

Doug Wall

(Name -- only if names in articles)

Doug Wall

(Signature of Director)

(Name -- only if names in articles)

(Signature of Director)

(Name -- only if names in articles)

(Signature of Director)

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Aug 10 2021
REFERENCE ID: 844877

Villas at Woodfin Ridge Homeowners Association, Inc.

Name of Corporation


SECRETARY OF STATE OF SOUTH CAROLINA

11. Each incorporator listed in #9 must sign the articles

Doug Wall

(Signature of Incorporator)

(Signature of Incorporator)

(Signature of Incorporator)

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is:

EXHIBIT D

[BYLAWS]

**BYLAWS OF
VILLAS AT WOODFIN RIDGE
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME, PRINCIPAL OFFICE, DEFINITIONS AND DECLARATION

1.1. Name. The legal name of the corporation is Villas at Woodfin Ridge Homeowners Association, Inc. (the “**Association**”). No person, committee or group of Members, other than those elected by the membership, or appointed by the Board of Directors, shall use in their name the legal name “Villas at Woodfin Ridge Homeowners Association, Inc.” or any variation thereof, or any other names, words or phrases that would tend to give the general public or the membership the impression that the person, committee, or group of Members is speaking for or on behalf of the Association.

1.2. Principal Office. The Association shall designate and maintain a principal office in accordance with the requirements of the South Carolina Nonprofit Corporation Act of 1994 (S.C. Ann. §§ 33-31-101, *et seq.*) (the “**Act**”), but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors from time to time or as otherwise provided in these Bylaws.

1.3. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VILLAS AT WOODFIN RIDGE, recorded on August 13, 2021, in the Office of the Register of Deeds for Spartanburg County, South Carolina, in Deed Book 179 at Page 893 (as amended, modified, and/or supplemented, the “**Declaration**”), unless the context indicates otherwise.

1.4. Declaration. The Declaration is hereby incorporated herein by this reference and made part hereof.

ARTICLE II

PURPOSES AND POWERS

2.1 Purposes. The Association shall have the purpose of engaging in any lawful activity; however, without limiting the generality of the foregoing, some of the primary functions of the Association include: (1) to perform those rights, powers, obligations, and functions of the Association set forth in the Declaration; and (2) to generally promote the health, safety, and welfare of the Owners and residents of the Community.

2.2 Powers. The Association shall have the power to do all things necessary or convenient, not inconsistent with law, to carry out its affairs and to further the activities and affairs of the Association, including, without limitation:

(a) All powers, rights, and privileges which a corporation incorporated under the Act may now or hereafter have or exercise; and

(b) All powers, rights, and privileges provided to the Association in the Declaration, the Articles of Incorporation, or these Bylaws.

ARTICLE III **MEMBERSHIP**

Membership in the Association shall be as set forth in Declaration, and the provisions of the Declaration pertaining to membership are specifically incorporated herein by this reference. The Association shall have two classes of membership, Class A and Class B, as more fully set forth in the Declaration.

ARTICLE IV **MEETINGS OF MEMBERS; VOTING; NOTICE OF MEETINGS OF MEMBERS**

4.1 Annual Meeting.

(a) Timing & Initial Annual Meeting. A meeting of Members shall be held annually, and the annual meeting of the Members shall be held at a time, date, and place established by the Board of Directors, but no annual meeting of the Members shall be scheduled on a legal holiday. The first annual meeting of Members shall be held within one (1) year following the date of incorporation.

(b) Purpose and Agenda for Annual Meeting. At each annual meeting, the President and Treasurer shall report on the activities and financial condition. Additionally, subject to any other provisions of these Bylaws, the Articles of Incorporation, the Declaration, or the Act requiring prior notice before certain matters may be brought before the Members at the annual meeting (including, without limitation, S.C. Code Sections 33-31-705(b) and 33-31-705(c)(2)), the Members may consider and act on any matters or business that may properly come before the annual meeting.

(c) Notice of Annual Meeting. Notice of the annual meeting shall be given in accordance with Section 4.3 hereof.

(d) Failure to Hold Annual Meetings. The failure to hold an annual meeting at a time stated in or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

4.2 Special Meetings

(a) Called by Board. Special meetings of the Association's Members may be called by the Board of Directors and shall be held at a time, date, and place established by the Board of Directors. In the event that the number of Directors falls below three (3) for any reason, special

meetings of the Members may be called by any officer or Director of the Association during any such period and shall be held at a time, date, and place established by the person(s) calling the special meeting.

(b) Called by Members. Additionally, the Association shall hold a special meeting of the Members if the holders of at least five percent (5%) of the total eligible votes of the Association sign, date, and deliver to any officer of the Association a written demand for a special meeting describing the purpose or purposes for which it is to be held, or as otherwise proscribed by the Act. If a proper demand is made, the Board of Directors shall have the right to set the time, date, and place of the special meeting, and the Association shall cause notice of the special meeting to be given within thirty (30) days of the date that the written demand was delivered to an officer of the Association. If the Board of Directors does not cause notice of the special meeting to be given within thirty (30) days after the demand is delivered to an officer of the Association, a person signing the demand may thereafter set the time, date, and place of the meeting and give notice thereof in accordance with Section 4.3 hereof.

(c) Notice of Special Meetings. Notice of special meetings of Members shall be given in accordance with Section 4.3 hereof. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.

4.3 Notice of Meetings of Members; Waiver of Notice.

(a) Notice of Meetings of Members – In General. Written notice specifying the time, date, and place of a meeting of Members and, if required by the Act, the Articles of Incorporation, the Declaration, or these Bylaws, specifying the purpose or purposes for which such meeting was called, shall be given to all Members of record by depositing the same in the United States Mail, with first class postage affixed/prepaid, at least fifteen (15) days, but not more than sixty (60) days before the meeting date, addressed the Member's address last appearing on the books of the Association or tax assessor records.

(b) Address for Notice. The proper mailing address for any notice required by the Governing Documents, including these Bylaws, shall be the address last appearing on the books of the Association or the county tax assessor records. It shall be the responsibility of each Member to keep their designated address for purposes of notice up to date with the Association, which designation shall be in writing and filed with the Secretary. If no such written designation of address is provided to the Secretary, the address of the Member's Lot and/or the address shown on the county tax assessor's records for the Lot shall be deemed to be the Member's address for notice.

(c) Effective Date of Written Notice. Written notice is effective at the earliest of the following:

- i. when received;
- ii. five (5) days after its deposit in the United States mail, if mailed correctly addressed and with first class postage affixed;

- iii. on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or
- iv. fifteen (15) days after its deposit in the United States mail, if mailed correctly addressed and with other than first class, registered, or certified postage affixed.

(d) Annual Meeting of Members. Unless the Act¹, these Bylaws, the Declaration, or the Articles of Incorporation require otherwise, notice of the annual meeting of Members need not include a description of the purpose for which the meeting is called.

(e) Special Meeting of Members. The notice of a special meeting of Members must state the purpose or purposes of the meeting. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.

(f) Waiver of Notice. A Member may waive notice of a meeting before or after such meeting. The waiver must be in writing, be signed by the Member, and be delivered to the Association for inclusion in the minutes of the meeting. Further, a Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. Additionally, a Member's attendance at a meeting waives objection to consideration of a particular matter at the meeting on the basis of improper notice of that particular matter (i.e., that such matter was required to be described in or identified as a purpose of the meeting in the meeting notice, but such matter is not within the purpose(s) described in the meeting notice), unless the Member objects to considering the matter when it is presented.

4.4 Record Date for Meetings. Members at the close of business on the business day preceding the day on which the meeting notice is first *transmitted* to any Member are entitled to notice of the meeting. For purposes of this Section, notice shall be deemed to be "*transmitted*" on the date when the notice is deposited in the United States Mail in accordance with Section 4.3(a). Members on the date of the meeting who are otherwise eligible to vote shall be entitled to vote at the meeting.

4.5 Adjournment of Meeting of Members; Notice of Adjourned Meetings. Any meeting of Members, whether or not a quorum is present, may be adjourned to a different date, time, and/or place. In the event that a quorum is not present, the meeting of Members may be adjourned to a different date, time and/or place by the Board of Directors. If a quorum is present, action to adjourn to a different, date, time, and/or place shall be approved in accordance with Section 4.8. Notice need not be given of the new date, time and/or place, if the new date, time, and/or place is announced at the meeting before adjournment, provided that the meeting is adjourned to a date not more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting; such oral notification shall be considered proper notice and effective as of the date the oral notification is delivered. Members on the date of the adjourned meeting who are otherwise eligible to vote shall be entitled to vote

¹ The Act does require the notice of an annual meeting to include a description of certain types of matters that must be approved by the Members (including, without limitation, those matters identified in S.C. Code Section 33-31-705(c)(2)) and to identify certain types of actions to be taken at the annual meeting as a purpose of the annual meeting. Therefore, the Act should be consulted accordingly to ensure that proper notice is given.

at the adjourned meeting. If the meeting is adjourned to a date more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting, notice of the adjourned meeting must be given in accordance with Section 4.3 and the record date for such notice shall be established in accordance with Section 4.4.

4.6 Members' List for Voting. After fixing a record date for notice of a meeting, the Board of Directors shall prepare an alphabetical list of the names of all Members who are entitled to notice of the meeting and shall list the Members by classification of membership. The list must show the address and number of votes each Member is entitled to vote at the meeting. The Board of Directors shall maintain a current and updated list of members who are entitled to vote at an upcoming meeting, including new Members that may not have been entitled to notice at the time it was transmitted. The list of Members must be made available for inspection in accordance with the Act.

4.7 Quorum for Membership Meetings. Unless otherwise provided by these Bylaws, the Articles of Incorporation, the Declaration, or the Act, the presence at a meeting, whether in person or by proxy, of Members entitled to cast ten percent (10%) of the total eligible votes in the Association shall constitute a quorum for the transaction of business. For each matter voted on, a quorum must exist at the time the matter is voted on.

4.8 Voting Requirements. Unless these Bylaws, the Articles of Incorporation, the Declaration, or the Act require a greater vote, if a quorum is present, the affirmative vote of the majority of eligible votes cast is required to approve an action. Members entitled to vote on a matter shall have as many votes as specified in the Declaration.

With respect to Class A Members, if a Lot is owned by more than one record owner, the vote for such Lot shall be cast as such record owners determine among themselves, and the following shall apply:

- (a) If only one record owner votes, the vote binds all.
- (b) If more than one record owner votes:
 - i. If the votes cast are the same in all respects, then they collectively constitute the one (1) vote for the Lot on that matter.
 - ii. If the votes cast differ in any respect, the vote for the Lot on the matter shall be deemed to be void and shall be treated as an abstention on the matter.

No vote attributable to a Lot may be split or fractionally cast.

4.9 Proxies. At all meetings of Members, Members may vote in person or by proxy. All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact. An appointment of a proxy is effective when received by the Secretary (or other officer or agent authorized to tabulate votes). An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form. However, no proxy shall be valid for more than three (3) years from the date of execution. An appointment of a proxy is revocable by the Member as follows: (i) attendance of the meeting by the Member appointing the proxy; or (ii) the signing of, and delivery to the Secretary (or other officer or agent authorized to tabulate votes), a written statement that the appointment is revoked. The death or

incapacity of the Member appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary (or other officer or agent authorized to tabulate votes) before the proxy exercises its authority under the appointment form.

4.10 Action by Written or Electronic Ballot. Unless limited or prohibited by the Declaration, these Bylaws, the Articles of Incorporation, or the Act, any action that may be taken at any annual, regular, or special meeting of Members may be taken without a meeting if the Association delivers a written or electronic ballot to every Member entitled to vote on the matter. A written or electronic ballot shall: (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action. Approval by written or electronic ballot pursuant to this Section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written or electronic ballot shall: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter other than election of directors; and (c) specify the time by which a ballot must be received by the Association in order to be counted. A written or electronic ballot may not be revoked.

4.11 Conduct of Meetings. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

ARTICLE V **BOARD OF DIRECTORS**

5.1 Number and Qualifications. The Board of Directors shall have the ultimate authority over the conduct and management of the business and affairs of the Association. The Board of Directors shall be composed of no less than three (3) and no more than five (5) Directors, each of whom shall be an Owner and Member in good standing of the Association (good standing determined at the discretion of the Board), in order to seek election to, or continue to hold a position on, the Board of Directors.

5.2 Nominations & Nomination Committee. Nominations may be made by the membership upon call for nominations by the Board and/or from the floor of a physical meeting at which an election is held (nominations from the 'floor' at a virtual annual meeting is not permitted). If an election is being held by written or electronic ballot in lieu of a meeting, the Board must cause a notice for call for nominations to be sent out the Membership at least two (2) weeks prior the transmission of a written or electronic ballot for voting. Such notice of the call for nominations may be sent via mail or electronic mail to the Membership. The Board may appoint a Nominating Committee to nominate candidates for election to each position on the Board of Directors which is to be filled by the Members. If the Board does not appoint a

Nominating Committee, for any reason, the Board shall serve as the Nominating Committee. If appointed, the Nominating Committee shall consist of a Chairman, who shall be a Director, and at least two (2) Members of the Association. The Board and/or Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine.

5.3 Election and Term of Office.

(a) Election Generally. The initial Board of Directors shall be appointed by the Declarant and shall serve until the expiration of the Class B Control Period (as defined in the Declaration). Following the expiration of the Class B Control Period, at the next annual meeting thereafter, or by written or electronic ballot, the Members shall elect three (3) directors to serve as follows: (i) the candidate receiving the highest number of votes shall serve a term of three (3) years, (ii) the candidate receiving the second highest number of votes shall serve a term of two (2) years, and (iii) the candidate receiving the third highest number of votes shall serve a term of one (1) year. In the event of ties, the three directors receiving the highest number of votes shall determine amongst themselves which director will serve what term. Thereafter, Directors elected shall serve a term of two (2) years or until their successors are elected. Members will elect Directors annually to fill an expiring seat at the scheduled annual meeting or by written or electronic ballot in accordance with Article V, Section 4.10 to be effective upon the expiration of the incumbent Director's term. One (1) vote per Lot may be cast with respect to each vacant seat to be filled on the Board. There shall be no cumulative voting.

(b) Election by Acclamation. If the number of vacancies on the Board is equal to the number of qualified candidates, the President may declare that the nominees are elected by unanimous consent.

5.4 Removal or Resignation. Any Director appointed by the Declarant may be removed at any time by the Declarant. Any Director elected by the Members may be removed from the Board of Directors, with or without cause, by the affirmative vote of at least a majority of the total eligible votes in the Association at a meeting of the Members called for the purpose of removing the Director, provided that the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of the Director. The action to remove a Director must be voted on at a meeting of the Members, it cannot be accomplished by written or electronic ballot in lieu of meeting.

Any Director who is not in good standing with the Association, or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so), may be immediately removed from the Board of Directors by the remaining Directors and replaced in accordance with these Bylaws.

A Director may resign at any time by delivering written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at a time later specified therein.

5.5 Vacancies. Vacancies in the Board of Directors (caused by any reason other than the removal of a Director by a vote of the Members) shall be filled by a vote of a majority of the remaining Directors, even though the Directors present at such regular or special meeting

of the Board may constitute less than a quorum. Persons appointed to fill a vacant seat shall serve the remainder of the term of the Director being replaced or until a successor is elected. A vacancy on the Board of Directors shall not affect the validity of any decision made or action taken by the remaining Directors, so long as quorum is met and the action is approved in accordance with Sections 5.8 and 5.9 herein.

5.6 Meetings of Directors.

a) Organizational Meeting. The first meeting of the Board following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as the Board shall fix.

b) Regular meetings. Regular meetings of the Board of Directors shall be held quarterly, or more frequently, and at dates, times and places determined by a majority of the Board of Directors. Without the approval of all of the Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings of the Board of Directors.

c) Special meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) Directors, after not less than two (2) days' notice is given, either personally, by mail, or by telephone, to each Director, unless waived in writing signed by the Director or waived by attendance or participation of the director at the meeting without objection.

d) Executive session. The Board may hold executive sessions from which others are excluded at a regular or special meeting, by affirmative vote of a majority of the Directors present at a meeting. A motion to go into executive session shall indicate the nature of the business of the executive session, and no other matter shall be considered in the executive session.

5.7 Participation by Telecommunications. Any Director may participate in, and be regarded as present at, any meeting of the Board of Directors by means of conference telephone or any other telephonic or video conference means of communication by which all parties participating in the meeting can hear each other at the same time.

5.8 Quorum. A majority of the Directors in office immediately before the meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

5.9 Action. Every act or decision authorized by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors. Directors shall not vote by proxy.

5.10 Action without Meetings. To the fullest extent permitted by the Act, the Board of Directors may take action without a meeting by written consent as to such matters and in accordance with such requirements and procedures authorized by the Act. Unless otherwise

permitted in the Act, such written consent must be signed by all Directors and be included in the minutes filed with the corporate records reflecting the action taken.

5.11 Compensation. Directors shall not receive compensation for service on the Board of Directors.

5.12 Obligation of Confidentiality. Each Director shall have a continuing obligation to keep confidential any private or privileged information made available to the Director pursuant to his or her role on the Board.

5.13 Powers and Duties of Board.

(a) General Authority. The Board shall be responsible for conducting the affairs of the Association and shall be authorized to exercise all rights and powers of the Association and to do all acts and things on behalf of the Association except those as to which the Declaration, the Act or the Articles of Incorporation specifically require to be done or approved by the Members generally. The Board shall have all powers necessary for the administration of the Association, including but not limited to, the power to:

- i. Appoint committees, including an Architectural Review Committee, by resolution and to delegate the powers and duties appurtenant thereto;
- ii. Adopt, amend and publish Rules and Regulations governing the use of the Property, including Common Areas, roads, rights-of-way, and Lots; and governing the conduct of the Owners, Occupants, Renters, guests and invitees thereon. Such Rules and Regulations shall include the establishment of penalties for violations of the Governing Documents, including monetary fines as Specific Assessments and Costs of Collection thereof, which shall form a lien on the Lot of the responsible Owner(s).
- iii. Adopt, amend and publish Architectural Guidelines or delegate the adoption of guidelines to an Architectural Review Board; provided that any such guidelines shall have been approved by the Board;
- iv. Suspend the voting rights, the right to use all or any portion of the Common Area (with the exception of any streets or access ways), and/or any services provided by the Association, including without limitation architectural review services, during any period in which an Owner shall be in default in the payment of any assessment levied by the Association or for any other violation of the Governing Documents; and
- v. Employ a manager or other contractor, agent or employee of the Association and prescribe their duties.

b) Duties. The Board shall be responsible for all duties prescribed by the Declaration, the Act, or other South Carolina or Federal law, including but not limited to the duty to:

- i. Prepare and adopt, in accordance with the Declaration, an annual budget;
- ii. Provide for the operation, care, upkeep, and maintenance of the Common Areas;

- iii. Enforce the provisions of the Declarations, Bylaws, Rules and Regulations and Architectural Guidelines, if any, subject to the discretion of the Board pursuant to Section 5.14 below; and
- iv. Obtain and carry property and liability insurance, and pay the cost thereof, and to adjust claims, as necessary or appropriate.

5.14 Discretion of the Board. The Board of Directors may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commence an action for violation of the Governing Documents, including whether to compromise any claim for unpaid Assessments or other claims made by or against it. The Board's decision not to pursue enforcement shall not prevent the Board from taking enforcement in the future or under other circumstances, but the Board shall not be arbitrary or capricious in taking enforcement action.

ARTICLE VI OFFICERS

6.1 Designation. The principal Officers shall be the President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time by resolution create. Any two or more offices may be held by the same person, except the offices of President and Secretary. The President, Vice President, and Secretary must be Members and Directors of the then-current Board of Directors; the Treasurer need not be a Member or a Director of the then-current Board of Directors.

6.2 Appointment and Term. The Board shall appoint Officers at the first Board meeting following each annual meeting of the Members, to serve until their successors are appointed.

6.3 Removal or Resignation of Officers. Any Officer may be removed from office, with or without cause, by a majority vote of the Board of Directors. Any Officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.4 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors.

6.5 Powers and Duties of Officers. The Association's Officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically impose upon them. The President shall be the Chief Executive Officer of the Association. The Secretary shall have the duty to ensure that meeting minutes are taken, that membership lists are maintained, and that proper notices are sent; the Secretary may delegate all or part of these duties to a management agent. The Treasurer shall have primary responsibility for preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a management agency.

6.6 Special Appointments. The Board of Directors may appoint such other Officers, agents, or entities to perform duties on behalf of the Association. The Board of Directors shall determine, in its sole discretion, the qualifications, authorities, and duties of such appointees and shall have the authority to remove them in its sole and absolute discretion.

6.7 Compensation of Officers. No Officer shall receive any compensation from the Association for his or her service as an officer.

ARTICLE VII **ADMINISTRATION**

7.1 Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by the President or by such other person or persons as the Board may designate by resolution.

7.2 Bonds. At the discretion of the Board of Directors, fidelity bonds may be required on all Directors, Officers, and any other persons, employees, or entities handling or responsible for the funds of the Association such as a managing agent. The amounts of such bonds shall be determined by the Board, but if it is determined that bonds are to be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

7.3 Management Agent. The Board may employ for the Association a professional management agency or agent at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making or decision-making authority or ultimate responsibility for those duties.

ARTICLE VIII **ACCOUNTING AND FINANCIAL MATTERS**

8.1 Fiscal Year. The fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

8.2 Deposits. All funds of the Association shall be treated as the separate property of the Association and shall be deposited in a bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors. Withdrawal of funds shall only be by checks signed by such persons as are authorized by the Board of Directors.

8.3 Reserve. In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall make reasonable attempts to

replenish the reserve account(s) in a reasonable amount by reasonable means authorized by the Declaration, or by allocation of funds in the operating count as reasonable and appropriate.

8.4 Borrowing Funds. The Association shall have the power to borrow money for any legal purpose; provided that Members representing at least fifty-one percent (51%) of the total eligible votes of the Association shall have approved such action.

ARTICLE IX COMMITTEES

The Board of Directors may from time to time by resolution, designate and delegate authority to one or more committees, including, without limitation, an Architectural Review Committee and a Nominating Committee. Any such committee shall serve at the pleasure of the Board and shall be chaired by a Director.

ARTICLE X BOOKS AND RECORDS

10.1 Corporate Records. When consistent with good business practices, any records of the Association required by the Act may be maintained in any format so long as the records can be reproduced in written form in a reasonable time.

10.2 Inspection Rights. The Members shall have only such rights to inspect records of the Association to the extent prescribed by the Act and according to the procedures and limitations thereof. The Association may charge reasonable fees for the time and cost incurred in providing the records for inspection or copies of the books and records. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association.

ARTICLE XI INDEMNIFICATION

11.1 Scope. The Association shall indemnify, defend and hold harmless the Association's Directors and Officers to the fullest extent permitted by, and in accordance with the Act. This plan of indemnification shall constitute a binding agreement of the Association for the benefit of the Directors and Officers as consideration for their services to the Association. Such right of indemnification shall not be exclusive of any other right which such Directors, Officers, or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any Bylaw, agreement, vote of Members, insurance, provision of law, or otherwise, as well as their rights under this Article. The Association shall pay for or reimburse the reasonable

expenses incurred by the Director or Officer who is a party to a proceeding in advance of a final disposition of the proceeding if the Director or Officer complies with the terms of the Act.

11.2 Insurance. The Board of Directors may cause the Association to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Association would have the power to indemnify such person.

ARTICLE XII ENFORCEMENT PROCEDURES

The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Governing Documents, including but not limited to, the right to file suit, based on law or equity, to enforce the terms of the Governing Documents, and/or the right to assess monetary penalties in the form of specific assessments in accordance with the Declaration for violation of the Governing Documents. Such remedies, including any other remedies authorized by the Declaration, are not mutually exclusive.

ARTICLE XIII MISCELLANEOUS

13.1 Amendments.

a) By the Members. These Bylaws may be amended by the affirmative vote of a majority of the total eligible votes in the Association. Such vote may be taken at a duly called annual or special meeting of the Membership; or in lieu of a meeting, by a written or electronic ballot.

b) By the Board of Directors. In addition to the foregoing, the Board of Directors shall, at any time and from time to time, have the right (but not the obligation) to cause the Bylaws to be amended for the following reasons: (i) to increase the number of directors from three (3) to any odd number less than seven (7); (ii) to correct any clerical or scrivener's errors; or (iii) to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as required from time to time.

13.2 Conflicts.

a) With Articles or Declaration. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

b) With the Act. In case of any conflict with the mandatory provisions of the Act, the mandatory provisions of the Act shall control.

13.3 Interpretation. The Board shall interpret the terms of these Bylaws and its interpretation shall be final.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument to cause these Bylaws to become effective s of the date and year written below.

SIGNED SEALED AND DELIVERED
in the presence of:

VILLAS AT WOODFIN PARTNERS,
LLC

Alex Stray
(witness #1)

By: Doug Wall (L.S.)

Melissa Linn
(witness #2)

Print Name: Doug Wall

Its: Member

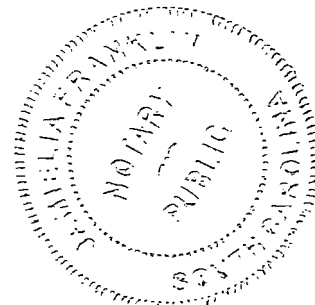
STATE OF SOUTH CAROLINA)
)
COUNTY OF Greenville)

ACKNOWLEDGEMENT

I, Jamileia Franklin, a Notary Public for the State of South Carolina, do hereby certify that Doug Wall, duly authorized officer of Villas at Woodfin Partners, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

Witness my hand and official seal this 12 day of August, 2021.

Jalje (L.S.)
Notary Public for South Carolina
My Commission Expires: February 16, 2027



WOODFIN RIDGE

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STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RESTRICTIONS FOR
WOODFIN RIDGE
PHASE 1

THIS DECLARATION is made this 11th day of August, 1999, by Newman & Sims Development, Inc., hereafter called the "Developer".

WITNESSETH

WHEREAS, Newman & Sims Development, Inc., is a Developer and Owner of certain real property described on the attached Plat, hereafter known as, Exhibit "A". Woodfin Ridge desires to create a residential community, to provide for the preservation of the values and amenities of said community, and , to this end, desires to subject the real property described in Phase 1 and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Developers declare that the real property described in Exhibit A, known as Woodfin Ridge, Phase 1, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restriction") hereafter set forth.

ARTICLE I

Architectural Review Committee

1. Purpose and Appointment. In order to enhance the aesthetic quality of the Property, protect the natural beauty of the environment, secure and enhance confidence and security to owners and nurture tasteful and well appointed improvements, Developer shall establish an Architectural Review Committee. The persons who shall serve on the Committee shall be appointed by the Developer for such terms and under such conditions as shall be determined exclusively by the Developer. The persons serving on the Committee are not required to own property in the development, nor are they required in any way to be affiliated with it. The primary function of the Committee shall be to review, approve or disapprove final construction plans and proposals for improvements upon the property. The Committee shall consult and advise the Owners, their architects, contractors or builders concerning the merits of the construction plans and recommend, if required, any changes or modifications which may be necessary for the plans to meet approval.

2. Authority. Subject to the ultimate control of the Developer, the Committee is vested with legal authority by the Developer to enforce the terms of this Declaration and to prevent any improvements which would detract from the aesthetic quality of the development or tend to diminish property values, or which the Committee otherwise deems contrary to the best interests of the development, even if based solely on aesthetic reasons. The Committee shall have broad, flexible discretion in carrying out its duties. The Committee shall have authority: (a) to control,

approve and disapprove all changes to the property, including, but not limited to, grading, clearing of the lot, tree and vegetation removal, siting of the improvements and landscaping; (b) to adopt and implement building and design standards; and (c) to apply and enforce the terms of this Article and any other provision hereof relating to construction of improvements upon the property.

3. Building, Design and Landscape Guidelines. The Architectural Review Committee reserves the right, in its sole discretion, to issue building, design and landscape guidelines for the purpose of assisting owners proposing to build improvements upon the property. Such guidelines would be followed by the Committee in its effort to carry out its duties. Such guidelines may at the sole discretion of the Architectural Review Committee be amended from time to time.

ARTICLE II

Restrictions

1. Residential Use. All lots shall be used only for residential purposes and only one single family residence may be erected on any lot.

2. Written Approval Required. Except as otherwise stated herein, no home, garage, carport, driveway, playhouse, fence, wall, swimming pool, antenna, fuel tank, tennis court, garbage receptacle, clothesline, mailbox, nor any other structure or improvement, shall be commenced, erected or maintained upon the property, nor shall any exterior addition to any existing structure or change or alteration thereto be done, until complete, final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, site location, floor plans and all elevations on all sides of the structure, containing the names of the builder or contractor and the owner and have been submitted to and approved in writing by the Committee.

Approvals shall not be effective for construction commenced more than eighteen (18) months after the date of such approval. Disapproved plans shall be accompanied by a reasonable statement of terms found unacceptable. In its sole discretion, the Committee may mark the plans "APPROVED" but note in writing upon such plans that the approval is given subject to the incorporation of specified modifications or changes in the improvements, which modifications and changes must be followed and completed by the owner. One copy of such approved or disapproved plans shall be returned to the owner, and the remaining copy shall be permanently held in the records of the Company.

3. Building Standards. All construction and improvements must meet or exceed the minimum residential building standards set forth in various Codes and publications of the Council of American Building Officials for One and Two Family Dwelling Units, or of any successor organization, including all those applicable to buildings, electricity, plumbing, mechanical, and fire prevention and safety. In the absence of any such Codes or publications or with respect to any proposed improvements upon the property for which, in the discretion of the Developer, standards or guidelines should be adopted, the Developer shall have authority to adopt and enforce such standards and guidelines as are necessary and reasonable to assure the continued

consistent development of the property. No home may be constructed or maintained so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than two thousand (2,000) square feet in the case of a one story or sixteen hundred (1,600) square feet on the ground level in the case of a two story. The minimum pitch for the roof of each dwelling or other approved structure shall be 8/12, and shall be covered with Architectural style Fiberglass Shingles or Tile.

4. Building Lines. All buildings must be set back from the front a minimum of twenty (20') feet from the front lot line, a minimum of five (5') feet each side line and thirty (30') feet from the rear lot line. The Developer reserves the right to allow building set back variances as needed. The Developer is to approve the exact location of all houses on lots for construction. This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown.

5. Building Materials. Exterior finishes to be Brick, Stone, Stucco, or Wood. Any other must be approved by the Developer or its nominee. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any dwelling or other structure. Vinyl may be approved for boxing and trim only.

6. Fencing. Fencing shall not be erected until the design, height, materials and location have been approved in writing by the Committee. No chain-link or similar fencing shall be allowed anywhere in the development. No lot owner or successor in title shall be entitled to assert the defense of estoppel as to any fence which does not meet the requirements of this paragraph. No fence shall be erected which interferes with, damages, or obstructs the installation, maintenance or repair of underground utility lines, or on any portion of any lot which is subject to the golf course easement hereinafter described. The lot owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even though approval of the fence or other improvements has been properly obtained.

7. Grade Changes and Landscaping.

A. The established grade of a lot is not to be changed by any individual so as to adversely affect an adjacent property owner or owners. All major site work and grading shall be approved by the Developer. Each lot owner and his contractor, subcontractors and other agents shall take full responsibility for controlling surface water run-off and sediment that may adversely affect any other property or the golf course.

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

C. The front elevation of the dwelling house foundation must be a minimum of eighteen ("18") inches above the finished grade of the front yard.

D. All lots located on Lake Bowen (which includes Lots 17 - 28 & 39 - 46). Landscape plans must be approved in writing by the Developer and the Chief Warden of the Spartanburg Water System. This includes all area from rear corner of dwelling to the waters edge. Home owner is responsible for his surface water and sediment control during house construction and landscaping.

E. All lots with lake frontage must approve the dock location, dock size and length of walkway with the Developer and Spartanburg Water Systems.

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

9. Garages. All garages shall be enclosed by doors, and such doors shall not directly face any street on which the lot abuts. The Architectural Review Committee may grant a waiver or variance of this provision, but only in cases where compliance would present an undue burden due to the configuration or terrain of the lot, or where the architectural integrity of the home would be compromised.

10. Sewage. All sewage shall be disposed of in septic tanks approved in writing by the local health officials of the South Carolina Department of Health and Environmental Control. Each owner is responsible for the proper maintenance of the septic system on his or her lot and shall abide by all applicable rules and regulations concerning same. Any lot approved with a septic pump system will be the responsibility of the home owner.

11. Swimming Pools. All swimming pools must be approved as to location and specifications by the Architectural Review Committee prior to construction. Individual property owners are responsible for meeting all safety regulations as required by law or by the insurance industry.

12. Antennae/Satellite Dishes. Radio, television or other antennae may not be placed on any lot unless the location, concealment and size of such equipment is approved in advance by the Architectural Review Committee.

13. Completion of Construction. The exterior of all homes and other structures, site work and substantial compliance with landscaping plans must be completed within eighteen (18) months of the start of construction unless such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity. No structures may be temporarily or permanently occupied until the exterior thereof has been completed.

14. Temporary Structures. No structure of a temporary character shall be placed upon any portion of the properties at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any home, or to shelters maintained by the Developer or the Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, and so forth, may not at any time be used as temporary or permanent residences or be permitted to remain on any portion of the properties after completion of construction thereon.

15. Trees. No trees measuring eight (8") inches or more in diameter at a point one (1') foot above the ground level nor any flowering tree may be removed nor may any major clearing of small trees be performed without the approval of the Architectural Control Committee. Excepted here from shall be damaged trees as determined by the Architectural Control Committee or the Association or trees which must be removed because of an emergency, or to prevent a potentially dangerous situation.

16. Maintenance of Vacant Lots. Every owner of an unimproved lot shall keep such property free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that the Committee deems that the lot or tract is being maintained in violation of this paragraph and that such violation should be corrected, the Committee shall give reasonable notice to the Owner to correct the appearance of such lot or tract. If after thirty (30) days, such Owner has failed to correct same, the Committee may enter upon the property to correct its conditions and assess the Owner for the costs thereof, which assessment may be filed as a lien against such lot or tract, as provided herein.

17. No Subdivision. Unless approved in writing by the Committee, no lot shall be subdivided, nor shall the boundary lines of any such lot or tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the Developer; provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to replat any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted lot or tract suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots; provided, however, that no lot originally shown on a final recorded plat of the property is reduced to a size more than ten (10%) percent smaller than the smallest lot shown on such plat.

18. No Commercial Activity. No industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property.

19. Nuisances and Offensive Activities. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.

20. Signs. No owner shall display or cause or allow to be displayed to public view any sign, placard, poster, billboard or identifying name or number upon any residence except as may be allowed by the Committee. No builder or real estate agency's sign may remain on a lot for more than thirty (30) days after completion of the house or the sale of the home or sale of a lot. No signs are allowed on common areas without specific permission from the Developer.

21. Recreational Property. Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind the closed doors of the garage. No motorcycles, motorbikes, mini bikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path. No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pickup trucks not to exceed one (1) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. No bicycles permitted on golf course or golf course paths.

22. Fuel Tanks. All fuel oil tanks or containers shall be buried underground, consistent with normal safety precautions.

23. Portable or Metal Buildings Prohibited. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot.

24. Swing sets and Similar Structures. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corners of the dwelling.

25. Pets. No animals shall be kept except that cats, dogs, rabbits, hamsters or caged birds may be kept in reasonable numbers as pets. All pets shall be kept in fenced areas or on leashes.

26. Parking. All owners and residents must make provisions for off-street parking of individual vehicles.

27. Tennis Courts. No tennis courts shall be constructed on any lot.

28. Bird Sanctuary. All property is designated as a bird sanctuary.

29. Mailboxes. All homeowners are required to have the same style mailbox, which has been designed and developed by the Developer of the subdivision. Mailbox to be paid by the homeowner.

30. Landscape & Maintenance. All owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property. Vegetable or ornamental gardens, and sandboxes or other children's play equipment shall be located only in the rear yard of any lot.

31. Developer's Disclaimer. Developer, and its successors and assigns, its agents, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, design, habitability, quality, fitness for any particular purpose or merchantability or any representation concerning same, and no warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made or approved by Developer, or its nominees, and Developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer, whether granted or denied. All future owners shall be responsible for determining the suitability of a lot for construction.

ARTICLE III EASEMENTS

1. Golf Course Easement. The Developer reserves to itself and for the benefit of Woodfin partners, LLC. a perpetual, non-exclusive right and easement over and across that portion of each lot adjacent to the golf course or any other property of Newman & Sims Development, Inc. extending back into such lot for a uniform distance of fifty (50') feet. This easement may be reduced if approved by the Developer depending upon lot depth. No construction or structure of any kind, including fences, shall be allowed within the golf course easement without the express prior written approval of the Developer and of Woodfin Partners, LLC. This reserved right and easement shall permit, but shall not obligate, the Developer, or Woodfin Partners, LLC. to go upon such property to maintain or landscape and to discharge water across the area encumbered by such easement. Such maintenance and landscaping may include planting of grass, watering, application of fertilizer, mowing and the removal of underbrush, stumps, trash or debris and trees of less than ten (10") inches in diameter at a level one (1') foot above ground level.

2. Golfers' Easement. All property adjacent to or near the golf course shall be subject to the right and easement on the part of registered golfers and their caddies to enter upon such property to remove a ball or to play a ball, subject to the official rules of the golf course. Such entering and playing shall not be a trespass; provided, however, that after a home is substantially completed, entry shall be limited to the recovery of balls only and not to play. The easement hereby reserved is limited in the following particulars: (1) no golf carts or other vehicle shall be permitted upon the area covered by the easement; (2) no golfer or caddie shall spend an unreasonable amount of time upon the easement area; and (3) no golfer or caddie shall commit a nuisance nor engage in any annoying, disturbing or boisterous conduct. Notwithstanding the foregoing, Newman & Sims Development, Inc. and Woodfin Ridge Partners, LLC. may in its

discretion impose more restrictive rules and regulations regarding the playing and recovery of balls on property adjacent to or near the golf course.

ARTICLE IV

Home Owners Association

1. Creation of the Home Owners Association. Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina law a nonprofit corporation called Woodfin Ridge Home Owners Association.

2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants or records to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

3. Voting Rights. The owner of each lot shall be entitled to one (1) vote for each lot; provided that the Developer shall be entitled to three (3) votes for each lot owned, including any other lots as to which the Developer may make these Covenants and Restrictions applicable.

4. Transfer of Rights. The Developer and the Committee may at any time, by written document recorded in the same office as this document, transfer and assign to the Association any or all of either's rights under these Covenants and Restrictions.

ARTICLE V

ASSESSMENTS

1. Initial Assessment. Beginning January 1, 2000, the annual assessment shall be Two Hundred and no/100 Dollars (\$200.00) per lot. The assessment shall be prorated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.

2. Subsequent Assessments. From and after January 1, 2000, the annual assessment may be increased by vote of the members.

3. Liens. The Developer or The Home Owners Association shall retain a lien against any lot for the amount of any unpaid assessments. This lien may be filed in the R.M.C. Office for Spartanburg County at any time as such assessment is more than thirty (30) days past due. Such lien may be enforced against the lot owner and the lot by all means at law or in equity, but will not be enforced against any prior recorded mortgagee of the lot. Such lien shall further secure all reasonable costs of collection and attorney fees.

ARTICLE VI 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 Developer, the Committee or the Association, of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending December 31, 2025 after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

2. Notices. Any notice required to be sent to any member or owners under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Developer, the Committee or the Association at the time of such mailing.

3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Severability. Invalidation of any one of these covenants and restrictions by judgment of Court order shall in no wise affect any other provisions which shall remain in full force and effect.

5. Subject Property. The provisions hereof shall apply to all property described in Exhibit A, known as Woodfin Ridge Phase 1, and only to such property. They shall in no way affect or restrict any other property formerly or currently or subsequently owned by Newman & Sims Development, Inc. These restrictions apply only to Phase 1, Lots 17 - 28 & 39 - 46. As recorded in Plat Book at Page in R.M.C. Office Spartanburg County.

ARTICLE VII CLUB MEMBERSHIP

1. Minimum Membership. Each home owner/land owner will be required to be at least a social member of the club. The initial social membership fee will not exceed thirty-five dollars (\$35.00) per month for the first year. This membership will include amenities such as pool, tennis, clubhouse, etc. This is not a golf membership.

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DEED 70 - S P 6 0 9 2

RECORDED
99SEP 24 PM 3: 18

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RESTRICTIONS FOR
WOODFIN RIDGE
PHASE 1

RMC
SPARTANBURG, S.C.

THIS DECLARATION is made this 11th day of August, 1999, by Newman & Sims Development, Inc., hereafter called the "Developer".

WITNESSETH

WHEREAS, Newman & Sims Development, Inc. is a Developer and Owner of certain real property described on the attached Plat, hereafter known as, Exhibit "A". Woodfin Ridge desires to create a residential community, to provide for the preservation of the values and amenities of said community, and, to this end, desires to subject the real property described in Phase 1 and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Developers declare that the real property described in Exhibit A, known as Woodfin Ridge, Phase 1, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restriction") hereafter set forth.

ARTICLE I
Architectural Review Committee

1. Purpose and Appointment. In order to enhance the aesthetic quality of the Property, protect the natural beauty of the environment, secure and enhance confidence and security to owners and nurture tasteful and well appointed improvements, Developer shall establish an Architectural Review Committee. The persons who shall serve on the Committee shall be appointed by the Developer for such terms and under such conditions as shall be determined exclusively by the Developer. The persons serving on the Committee are not required to own property in the development, nor are they required in any way to be affiliated with it. The primary function of the Committee shall be to review, approve or disapprove final construction plans and proposals for improvements upon the property. The Committee shall consult and advise the Owners, their architects, contractors or builders concerning the merits of the construction plans and recommend, if required, any changes or modifications which may be necessary for the plans to meet approval.

2. Authority. Subject to the ultimate control of the Developer, the Committee is vested with legal authority by the Developer to enforce the terms of this Declaration and to prevent any improvements which would detract from the aesthetic quality of the development or tend to diminish property values, or which the Committee otherwise deems contrary to the best interests of the development, even if based solely on aesthetic reasons. The Committee shall have broad, flexible discretion in carrying out its duties. The Committee shall have authority: (a) to control,

DEED 70-S PG 093

approve and disapprove all changes to the property, including, but not limited to, grading, clearing of the lot, tree and vegetation removal, siting of the improvements and landscaping; (b) to adopt and implement building and design standards; and (c) to apply and enforce the terms of this Article and any other provision hereof relating to construction of improvements upon the property.

3. Building, Design and Landscape Guidelines. The Architectural Review Committee reserves the right, in its sole discretion, to issue building, design and landscape guidelines for the purpose of assisting owners proposing to build improvements upon the property. Such guidelines would be followed by the Committee in its effort to carry out its duties. Such guidelines may at the sole discretion of the Architectural Review Committee be amended from time to time.

ARTICLE II Restrictions

1. Residential Use. All lots shall be used only for residential purposes and only one single family residence may be erected on any lot.

2. Written Approval Required. Except as otherwise stated herein, no home, garage, carport, driveway, playhouse, fence, wall, swimming pool, antenna, fuel tank, tennis court, garbage receptacle, clothesline, mailbox, nor any other structure or improvement, shall be commenced, erected or maintained upon the property, nor shall any exterior addition to any existing structure or change or alteration thereto be done, until complete, final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, site location, floor plans and all elevations on all sides of the structure, containing the names of the builder or contractor and the owner and have been submitted to and approved in writing by the Committee.

Approvals shall not be effective for construction commenced more than eighteen (18) months after the date of such approval. Disapproved plans shall be accompanied by a reasonable statement of terms found unacceptable. In its sole discretion, the Committee may mark the plans "APPROVED" but note in writing upon such plans that the approval is given subject to the incorporation of specified modifications or changes in the improvements, which modifications and changes must be followed and completed by the owner. One copy of such approved or disapproved plans shall be returned to the owner, and the remaining copy shall be permanently held in the records of the Company.

3. Building Standards. All construction and improvements must meet or exceed the minimum residential building standards set forth in various Codes and publications of the Council of American Building Officials for One and Two Family Dwelling Units, or of any successor organization, including all those applicable to buildings, electricity, plumbing, mechanical, and fire prevention and safety. In the absence of any such Codes or publications or with respect to any proposed improvements upon the property for which, in the discretion of the Developer, standards or guidelines should be adopted, the Developer shall have authority to adopt and enforce such standards and guidelines as are necessary and reasonable to assure the continued

DEED 70 - S P G 0 9 4

consistent development of the property. No home may be constructed or maintained so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than two thousand (2,000) square feet in the case of a one story or sixteen hundred (1,600) square feet on the ground level in the case of a two story. The minimum pitch for the roof of each dwelling or other approved structure shall be 8/12, and shall be covered with Architectural style Fiberglass Shingles or Tile.

4. Building Lines. All buildings must be set back from the front a minimum of twenty (20') feet from the front lot line, a minimum of five (5') feet each side line and thirty (30') feet from the rear lot line. The Developer reserves the right to allow building set back variances as needed. The Developer is to approve the exact location of all houses on lots for construction. This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown.

5. Building Materials. Exterior finishes to be Brick, Stone, Stucco, or Wood. Any other must be approved by the Developer or its nominee. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any dwelling or other structure. Vinyl may be approved for boxing and trim only.

6. Fencing. Fencing shall not be erected until the design, height, materials and location have been approved in writing by the Committee. No chain-link or similar fencing shall be allowed anywhere in the development. No lot owner or successor in title shall be entitled to assert the defense of estoppel as to any fence which does not meet the requirements of this paragraph. No fence shall be erected which interferes with, damages, or obstructs the installation, maintenance or repair of underground utility lines, or on any portion of any lot which is subject to the golf course easement hereinafter described. The lot owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even though approval of the fence or other improvements has been properly obtained.

7. Grade Changes and Landscaping.

A. The established grade of a lot is not to be changed by any individual so as to adversely affect an adjacent property owner or owners. All major site work and grading shall be approved by the Developer. Each lot owner and his contractor, subcontractors and other agents shall take full responsibility for controlling surface water run-off and sediment that may adversely affect any other property or the golf course.

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

C. The front elevation of the dwelling house foundation must be a minimum of eighteen ("18") inches above the finished grade of the front yard.

DEED 70 - S PG 095

D. All lots located on Lake Bowen (which includes Lots 17 - 28 & 39 - 46). Landscape plans must be approved in writing by the Developer and the Chief Warden of the Spartanburg Water System. This includes all area from rear corner of dwelling to the waters edge. Home owner is responsible for his surface water and sediment control during house construction and landscaping.

E. All lots with lake frontage must approve the dock location, dock size and length of walkway with the Developer and Spartanburg Water Systems.

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

9. Garages. All garages shall be enclosed by doors, and such doors shall not directly face any street on which the lot abuts. The Architectural Review Committee may grant a waiver or variance of this provision, but only in cases where compliance would present an undue burden due to the configuration or terrain of the lot, or where the architectural integrity of the home would be compromised.

10. Sewage. All sewage shall be disposed of in septic tanks approved in writing by the local health officials of the South Carolina Department of Health and Environmental Control. Each owner is responsible for the proper maintenance of the septic system on his or her lot and shall abide by all applicable rules and regulations concerning same. Any lot approved with a septic pump system will be the responsibility of the home owner.

11. Swimming Pools. All swimming pools must be approved as to location and specifications by the Architectural Review Committee prior to construction. Individual property owners are responsible for meeting all safety regulations as required by law or by the insurance industry.

12. Antennae/Satellite Dishes. Radio, television or other antennae may not be placed on any lot unless the location, concealment and size of such equipment is approved in advance by the Architectural Review Committee.

13. Completion of Construction. The exterior of all homes and other structures, site work and substantial compliance with landscaping plans must be completed within eighteen (18) months of the start of construction unless such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity. No structures may be temporarily or permanently occupied until the exterior thereof has been completed.

DEED 70 - SP 096

14. Temporary Structures. No structure of a temporary character shall be placed upon any portion of the properties at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any home, or to shelters maintained by the Developer or the Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, and so forth, may not at any time be used as temporary or permanent residences or be permitted to remain on any portion of the properties after completion of construction thereon.

15. Trees. No trees measuring eight (8") inches or more in diameter at a point one (1') foot above the ground level nor any flowering tree may be removed nor may any major clearing of small trees be performed without the approval of the Architectural Control Committee. Excepted here from shall be damaged trees as determined by the Architectural Control Committee or the Association or trees which must be removed because of an emergency, or to prevent a potentially dangerous situation.

16. Maintenance of Vacant Lots. Every owner of an unimproved lot shall keep such property free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that the Committee deems that the lot or tract is being maintained in violation of this paragraph and that such violation should be corrected, the Committee shall give reasonable notice to the Owner to correct the appearance of such lot or tract. If after thirty (30) days, such Owner has failed to correct same, the Committee may enter upon the property to correct its conditions and assess the Owner for the costs thereof, which assessment may be filed as a lien against such lot or tract, as provided herein.

17. No Subdivision. Unless approved in writing by the Committee, no lot shall be subdivided, nor shall the boundary lines of any such lot or tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the Developer, provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to replat any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted lot or tract suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots; provided, however, that no lot originally shown on a final recorded plat of the property is reduced to a size more than ten (10%) percent smaller than the smallest lot shown on such plat.

18. No Commercial Activity. No industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property.

DEED 70 - S P G 0 9 7

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DEED 70- S PG 0 9 8

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DEED 70-S PAGE 0099

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3. Voting Rights. The owner of each lot shall be entitled to one (1) vote for each lot, provided that the Developer shall be entitled to three (3) votes for each lot owned, including any other lots as to which the Developer may make these Covenants and Restrictions applicable.

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3. Liens. The Developer or The Home Owners Association shall retain a lien against any lot for the amount of any unpaid assessments. This lien may be filed in the R.M.C. Office for Spartanburg County at any time as such assessment is more than thirty (30) days past due. Such lien may be enforced against the lot owner and the lot by all means at law or in equity, but will not be enforced against any prior recorded mortgagee of the lot. Such lien shall further secure all reasonable costs of collection and attorney fees

DEED 70-- SPG 100

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3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Severability. Invalidation of any one of these covenants and restrictions by judgment of Court order shall in no wise affect any other provisions which shall remain in full force and effect.

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DEED 70 - SP 101

2. Multiple Lot Owners/Builders. Multiple lot owners or builders will not be required to activate memberships until house or lot is sold, up to a (1) year period. Approval in writing from the Developer may extend this time period where necessary.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed by its duly authorized officers or agents as of the year and date herein above mentioned.

In the Presence of

Joseph M. Mason
Tamm M. P...

NEWMAN & SIMS DEVELOPMENT, INC.

BY: *L. Allen Newman*
L. Allen Newman, President

BY: *G. Craig Sims*
G. Craig Sims, Secretary

STATE OF SOUTH CAROLINA)
)) PROBATE
COUNTY OF SPARTANBURG)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within Newman & Sims Developers, Inc, by and through its duly authorized agent, sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 23
day of Sept, 1999.

Joseph M. Mason
Notary Public for South Carolina
My Commission Expires: 7/21/03

Joseph M. Mason

DEED 72- VP 67 5 13F PG 915

RE-RECORDED TO ADD EXHIBIT "A"

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RESTRICTIONS FOR
WOODFIN RIDGE
PHASE II

THIS DECLARATION is made this 18th day of October 2000, by Newman & Sims Development, Inc., hereafter called the "Developer."

WITNESSETH

WHEREAS, Newman & Sims Development, Inc., is a Developer and Owner of certain real property described on the attached Plat, hereafter known as, Exhibit "A," Woodfin Ridge desires to create a residential community, to provide for the preservation of the values and amenities of said community, and, to this end, desires to subject the real property described in Phase II and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Developers declare that the real property described in Exhibit A, known as Woodfin Ridge, Phase II, and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restriction") hereafter set forth.

ARTICLE I
Architectural Review Committee

1. Purpose and Appointment. In order to enhance the aesthetic quality of the property, protect the natural beauty of the environment, secure and enhance confidence and security to owners and nurture tasteful and well appointed improvements, Developer shall establish an Architectural Review Committee. The persons who shall serve on the Committee shall be appointed by the Developer for such terms and under such conditions as shall be determined exclusively by the Developer. The persons serving on the Committee are not required to own property in the development, nor are they required in any way to be affiliated with it. The primary function on the Committee shall be to review, approve, or disapprove final construction plans and proposals for improvements upon the property. The Committee shall consult and advise the Owners, their architects, contractors or builders concerning the merits of the construction plans and recommend, if required, any changes or modifications which may be necessary for the plans to meet approval.
2. Authority. Subject to the ultimate control of the Developer, the Committee is vested with legal authority by the Developer, to enforce the terms of the Declaration and to prevent any improvements which would detract from the aesthetic quality of the development or tend to diminish property values, or which the Committee otherwise deems contract to the best interests of the development, even if based solely on aesthetic reasons. The Committee shall have broad, flexible discretion in carrying out its duties. The Committee shall have authority: (a) to control,

The Schedule A attached at time of recording of this

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SPARTANBURG COUNTY
JUN 17 PM 12:10

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approve and disapprove all changes to the property, including, but not limited to, grading, clearing of the lot, tree and vegetation removal, siting of the improvements and landscaping, (b) to adopt and implement building and design standards; and (c) to apply and enforce the terms of this Article and any other provision hereof relating to construction of improvements upon the property.

3. Building, Design and Landscape Guidelines. The Architectural Review Committee reserves the right, in its sole discretion, to issue building, design and landscape guidelines for the purpose of assisting owners proposing to build improvements upon the property. Such guidelines would be followed by the Committee in its effort to carry out its duties. Such guidelines may at the sole discretion of the Architectural Review Committee be amended from time to time.

ARTICLE II Restrictions

1. Residential Use. All lots shall be used only for residential purposes and only one single family residence may be erected on any lot.

2. Written Approval Required. Except as otherwise stated herein, no home, garage, carport, driveway, playhouse, fence, wall, swimming pool, antenna, fuel tank, tennis court, garbage receptacle, clothesline, mailbox, nor any other structure or improvement, shall be commenced, erected or maintained upon the property, nor shall any exterior addition to any existing structure or change or alteration thereto be done, until complete, final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, site location, floor plans and all elevations on all sides of the structure, containing the names of the builder or contractor and the owner and have been submitted to and approved in writing by the Committee.

Approvals shall not be effective for construction commenced more than eighteen (18) months after the date of such approval. Disapproved plans shall be accompanied by a reasonable statement of terms found unacceptable. In its sole discretion, the Committee may mark the plans "APPROVED" but note in writing upon such plans that the approval is given subject to the incorporation of specified modifications or changes in the improvements, which modifications and changes must be followed and completed by the owner. One copy of such approved or disapproved plans shall be returned to the owner, and the remaining copy shall be permanently held in the records of the Company.

3. Building Standards. All construction and improvements must meet or exceed the minimum residential building standards set forth in various Codes and publications of the Council of American Building Officials for One and Two Family Dwelling Units, or of any successor organization, including all those applicable to buildings, electricity, plumbing, mechanical, and fire prevention and safety. In the absence of any such Codes or publications or with respect to any proposed improvements upon the property for which, in the discretion of the Developer, standards or guidelines should be adopted, the Developer shall have authority to adopt and enforce such standards and guidelines as are necessary and reasonable to assure the continued

consistent development of the property. No home may be constructed or maintained so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than two thousand (2,000) square feet in the case of a one story or sixteen hundred (1,600) square feet on the ground level in the case of a two story. The minimum pitch for the roof of each dwelling or other approved structure shall be 8/12, and shall be covered with Architectural style Fiberglass Shingles or Tile.

4. Building Lines. All buildings must be set back from the front a minimum of twenty (20') feet from the front lot line, a minimum of five (5') feet each side line and thirty (30') feet from the rear lot line. The Developer reserves the right to allow building set back variances as needed. The Developer is to approve the exact location of all houses on lots for construction. This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown.

5. Building Materials. Exterior finishes to be Brick, Stone, Stucco, or Wood. Any other must be approved by the Developer or its nominee. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any dwelling or other structure. Vinyl may be approved for boxing and trim only.

6. Fencing. Fencing shall not be erected until the design, height, materials and location have been approved in writing by the Committee. No chain-link or similar fencing shall be allowed anywhere in the development. No lot owner or successor in title shall be entitled to assert the defense of estoppel as to any fence which does not meet the requirements of this paragraph. No fence shall be erected which interferes with, damages, or obstructs the installation, maintenance or repair of underground utility lines, or any portion of any lot which is subject to the golf course easement hereinafter described. The lot owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even though approval of the fence or other improvements has been properly obtained.

7. Grade Changes and Landscaping.

A. The established grade of a lot is not to be changed by any individual so as to adversely affect an adjacent property owner or owners. All major site work and grading shall be approved by the Developer. Each lot owner and his contractor, subcontractors and other agents shall take full responsibility for controlling surface water run-off and sediment that may adversely affect any other property or the golf course.

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

C. The front elevation of the dwelling house foundation must be a minimum of eighteen ("18") inches above the finished grade of the front yard.

- D. All lots located on reservoir #1 (which includes Lots 117 - 133 & 136 - 143). Landscape plans must be approved in writing by the Developer and the Chief Warden of the Spartanburg Water System. This includes all area from rear corner of dwelling to the waters edge. Homeowner is responsible for his surface water and sediment control during house construction and landscaping.
8. Driveway Requirements. All driveways shall be constructed of concrete or other material approved by the Developer and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.
9. Garages. All garages shall be enclosed by doors, and such doors shall not directly face any street on which the lot abuts. The Architectural Review Committee may grant a waiver or variance of this provision, but only in cases where compliance would present an undue burden due to the configuration or terrain of the lot, or where the architectural integrity of the home would be compromised.
10. Sewage. All sewage shall be disposed of in septic tanks approved in writing by the local health officials of the South Carolina Department of Health and Environmental Control. Each owner is responsible for the proper maintenance of the septic system on his or her lot and shall abide by all applicable rules and regulations concerning same. Any lot approved with a septic pump system will be the responsibility of the homeowner.
11. Swimming Pools. All swimming pools must be approved as to location and specifications by the Architectural Review Committee prior to construction. Individual property owners are responsible for meeting all safety regulations as required by law or by the insurance industry.
12. Antennae/Satellite Dishes. Radio, television, or other antennae may not be placed on any lot unless the location, concealment, and size of such equipment is approved in advance by the Architectural Review Committee.
13. Completion of Construction. The exterior of all home and other structures, site work and substantial compliance with landscaping plans must be completed within eighteen (18) months of the start of construction unless such completion is impossible or would result in great hardship to the owner of builder due to strike, fires, national emergency or natural calamity. No structures may be temporarily or permanently occupied until the exterior thereof has been completed.

14. Temporary Structures. No structure of a temporary character shall be placed upon any portion of the properties at any time, provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any home, or to shelters maintained by the Developer or the Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, and so forth, may not at any time be used as temporary or permanent residences or be permitted to remain on any portion of the properties after completion of construction thereon.

15. Trees. No trees measuring eight (8") inches or more in diameter at a point one (1') foot above the ground level nor any flowering tree may be removed nor may any major clearing of small trees be performed without the approval of the Architectural Control Committee. Excepted here from shall be damaged trees as determined by the Architectural Control Committee or the Association or trees which must be removed because of an emergency, or to prevent a potentially dangerous situation.

16. Maintenance of Vacant Lots. Every owner of an unimproved lot shall keep such property free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that the Committee deems that the lot or tract is being maintained in violation of this paragraph and that such violation should be corrected, the Committee shall give reasonable notice to the Owner to correct the appearance of such lot or tract. If after thirty (30) days, such Owner has failed to correct same, the Committee may enter upon the property to correct its conditions and assess the Owner for the costs thereof, which assessment may be filed as a lien against such lot or tract, as provided herein.

17. No Subdivision. Unless approved in writing by the Committee, no lot shall be subdivided, nor shall the boundary lines of any such lot or tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the Developer; provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to replat any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted lot or tract suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots; provided, however, that no lot originally shown on a final recorded plat of the property is reduced to a size more than ten (10%) percent smaller than the smallest lot shown on such plat.

18. No Commercial Activity. No industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property

19. Nuisances and Offensive Activities. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or on the adjoining street or streets.

20. Signs. No owner shall display or cause or allow to be displayed to public view any sign, placard, poster, billboard or identifying name or number upon any residence except as may be allowed by the Committee. No builder or real estate agency's sign may remain on a lot for more than thirty (30) days after completion of the house or the sale of the home or sale of a lot. No signs are allowed on common areas without specific permission from the Developer.

21. Recreational Property. Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind the closed doors of the garage. No motorcycles, motorbikes, mini bikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path. No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pickup trucks not to exceed one (1) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. No bicycles permitted on golf course or golf course paths.

22. Fuel Tanks. All fuel oil tanks or containers shall be buried underground, consistent with normal safety precautions.

23. Portable or Metal Buildings Prohibited. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot.

24. Swing sets and Similar Structures. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corners of the dwelling.

25. Pets. No animals shall be kept except that cats, dogs, rabbits, hamsters or caged birds may be kept in reasonable numbers as pets. All pets shall be kept in fenced areas or on leashes.

26. Parking. All owners and residents must make provisions for off-street parking of individual vehicles.

27. Tennis Courts. No tennis courts shall be constructed on any lot.

28. Bird Sanctuary. All property is designated as a bird sanctuary.

29. Mailboxes. All homeowners are required to have the same style mailbox, which has been designed and developed by the Developer of the subdivision. Mailbox to be paid by the homeowner.

30. Landscape & Maintenance. All owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property. Vegetable or ornamental gardens, and sandboxes or other children's play equipment shall be located only in the rear yard of any lot.

31. Developer's Disclaimer. Developer, and its successors and assigns, its agents, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, design, habitability, quality, fitness for any particular purpose or merchantability or any representation concerning same, and no warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made or approved by Developer, or its nominees, and Developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer, whether granted or denied. All future owners shall be responsible for determining the suitability of a lot for construction.

ARTICLE III EASEMENTS

1. Golf Course Easement. The Developer reserves to itself and for the benefit of Woodfin Partners, LLC, a perpetual, non-exclusive right and easement over and across that portion of each lot adjacent to the golf course or any other property of Newman & Sims Development, Inc. extending back into such lot for a uniform distance of fifty (50') feet. This easement may be reduced if approved by the Developer depending upon lot depth. No construction or structure of any kind, including fences, shall be allowed within the golf course easement without the express prior written approval of the Developer and of Woodfin Partners, LLC. This reserved right and easement shall permit, but shall not obligate, the Developer, or Woodfin Partners, LLC, to go upon such property to maintain or landscape and to discharge water across the area encumbered by such easement. Such maintenance and landscaping may include planting of grass, watering, application of fertilizer, mowing and the removal of underbrush, stumps, trash or debris and trees of less than ten (10") inches in diameter at a level one (1') foot above ground level.

2. Golfers' Easement. All property adjacent to or near the golf course shall be subject to the right and easement on the part of registered golfers and their caddies to enter upon such property to remove a ball or to play a ball, subject to the official rules of the golf course. Such entering, and playing shall not be a trespass; provided, however, that after a home is substantially completed, entry shall be limited to the recovery of balls only and not to play. The easement hereby reserved is limited in the following particulars: (1) no golf carts or other vehicle shall be permitted upon the area covered by the easement; (2) no golfer or caddie shall spend an unreasonable amount of time upon the easement area; and (3) no golfer or caddie shall commit a nuisance nor engage in any annoying, disturbing or boisterous conduct. Notwithstanding the foregoing, Newman & Sims Development, Inc. and Woodfin Ridge Partners, LLC may in its

discretion impose more restrictive rules and regulations regarding the playing and recovery of balls on property adjacent to or near the golf course.

ARTICLE IV

Home Owners Association

1. Creation of the Home Owners Association. Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina law a nonprofit corporation called Woodfin Ridge Home Owners Association.

2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants or records to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

3. Voting Rights. The owner of each lot shall be entitled to one (1) vote for each lot, provided that the Developer shall be entitled to three (3) votes for each lot owned, including any other lots as to which the Developer may make these Covenants and Restrictions applicable.

4. Transfer of Rights. The Developer and the Committee may at any time, by written document recorded in the same office as this document, transfer and assign to the Association any or all of either's rights under these Covenants and Restrictions.

ARTICLE V

ASSESSMENTS

1. Initial Assessment. Beginning January 1, 2002, the annual assessment shall be Two Hundred and no/100 Dollars (\$200.00) per lot. The assessment shall be prorated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.

2. Subsequent Assessments. From and after January 1, 2002, the annual assessment may be increased by vote of the members.

3. Liens. The Developer or The Home Owners Association shall retain a lien against any lot for the amount of any unpaid assessments. This lien may be filed in the R.M.C. Office for Spartanburg County at any time as such assessment is more than thirty (30) days past due. Such lien may be enforced against the lot owner and the lot by all means at law or in equity, but will not be enforced against any prior recorded mortgagee of the lot. Such lien shall further secure all reasonable costs of collection and attorney fees.

**ARTICLE VI
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 Developer, the Committee or the Association, of any land subject to this declaration, their respective legal representatives, heirs, and assigns, for a term ending December 31, 2026 after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.
2. Notices. Any notice required to be sent to any member or owners under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Developer, the Committee, or the Association at the time of such mailing.
3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
4. Severability. Invalidation of any one of these covenants and restrictions by judgment of Court order shall in no wise affect any other provisions which shall remain in full force and effect.

**ARTICLE VII
CLUB MEMBERSHIP**

1. Minimum Membership. Each home owner/land owner will be required to be at least a social member of the club. The initial social membership fee will not exceed thirty-five dollars (\$35.00) per month for the first year. This membership will include amenities such as pool, tennis, clubhouse, etc. This is not a golf membership.
2. Multiple Lot Owners/Builders. Multiple lot owners or builders will not be required to activate memberships until house or lot is sold, up to a (1) year period. Approval in writing from the Developer may extend this time period where necessary.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed by its duly authorized officers or agents as of the year and date herein above mentioned.

In the Presence of:

NEWMAN & SIMS DEVELOPMENT, INC.

Allyce W. Boy
Dwight T. Atyer

BY: L. Allen Newman
L. Allen Newman, President
BY: G. Craig Sims
G. Craig Sims, Secretary

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF SPARTANBURG)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within Newman & Sims Developers, Inc., by and through its duly authorized agent, sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 19th
day of October, 2000.

Dwight T. Atyer

Allyce W. Boy (L.S.)
Notary Public for South Carolina
My Commission Expires: 7.21.2006

DEED 13 F PG 425

Attachment "A"

All those certain pieces, parcels or lots of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Woodfin Ridge Subdivision, Section II by James V. Gregory, RLS, dated August 14, 2000 and recorded on October 16, 2000 in Plat Book 148 at page 908 in the RMC Office for Spartanburg County, SC.

This being a portion of the same property conveyed to Newman & Sims Development, Inc. by Deed from Frances White Woodfin, Harvey Zane Woodfin a/k/a Zane Woodfin a/k/a H. Zane Woodfin, James Wilbur Woodfin and James W. Woodfin, Trustee under the James W. Woodfin Living Trust dated November 15, 1996, dated and recorded on April 22, 1999 in Deed Book 69-T at page 954 in the RMC Office for Spartanburg County, SC.

STATE OF SOUTH CAROLINA) WAIVER OF RESTRICTIVE COVENANT
)
COUNTY OF SPARTANBURG)

WHEREAS, Newman & Sims Development, Inc., is the Developer of real property described as Woodfin Ridge Subdivision as reflected in Restrictions for Woodfin Ridge Phase I (Plat Recorded in Plat Book 146, Page 796) recorded September 24, 1999 in Deed Book 70-S, Page 92 in the Register of Deeds Office for Spartanburg County, South Carolina; and

WHEREAS, the Developer placed restrictions as to the combination and subdivision of lots, and

WHEREAS, the above Restrictive covenants contain provisions in which the Developer and the committee appointed by the Developer have authority to waive the above restriction where necessary, and

WHEREAS, the residence located on Lot 18 of Woodfin Ridge Phase I on a survey by James V. Gregory recorded August 25, 1999 in Plat Book 146, page 796 is in need of additional property from the Lot owner of Lot 19 of Woodfin Ridge Phase I for the purposes of construction of a circular driveway, and

WHEREAS, the Lot Owner of Lot 19 has agreed to convey the needed property and the Owners now seek a waiver needed so as not to violate the above restrictive covenants, and

WHEREAS, the Developer and Committee acknowledge the necessity of the drive and view the above conveyance as benefiting both the lot owners and the development of the subdivision, and

WHEREAS, the Developer has agreed to sign on behalf of the Architectural Review Committee this waiver of the restrictive covenant known as Number 17. No Subdivision only to allow the conveyance of a portion of Lot 19 to the owner of Lot 18 for the purpose of installation of a circle driveway;

NOW, THEREFORE, KNOW ALL, MEN BY THESE PRESENTS, that the Developer on behalf of itself and the Architectural Review Committee hereby waive Restrictive Covenant Number 17. No Subdivision only as it applies to Lots 18 and 19 of Woodfin Ridge Phase I as shown on a survey by James V. Gregory recorded August 25, 1999 in Plat Book 146, Page 796 in the Register of Deeds of South Carolina. The waiver specifically allows the conveyance of the below described property:

DEE-2006-13331
Recorded 3 Pages on 3/9/2006 4:09:49 PM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephan Ford, Register



All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, designated as 0.023 Acres being a portion of Lot 19 of Woodfin Ridge, Section 1 shown on a plat made by Joe E. Mitchell, Jr. P.L.S., dated May 27, 2005 in Plat Book _____, Page _____ in the Register of Deeds Office for Spartanburg County, South Carolina. For a more complete and accurate description refer to the above referenced plat.

This being a portion of the property conveyed to Ray D. Burrell and Sherry E. Burrell by deed of Prime Construction, Inc. dated August 23, 2002 and recorded in Deed Book 76-Z, Page 694 in the Register of Deeds Office for Spartanburg County, South Carolina.

All other restrictions in the above referenced Restrictive Covenants are to remain in place and be construed as covenants running with the land and binding upon the said parties, their successors and assigns, and upon any purchasers of said property, their successors, heirs and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25 day of February, 2006

WITNESS:

Developer/Architectural Review Committee Representative

Billy E. Hawkins
witness #1

[Signature]
Lewis & Sims, Inc.

[Signature]
Notary

G. CRAIG SIMS

DEED 85 G PG 244

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Developer/Architectural Review Committee Representative, sign, seal and as their act and deed deliver the above written Waiver of Restrictive Covenants, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 24 th day
Of February, 2006.

Notary Signs

Frank R. S. Billy E. Hawkins
Notary Public of SC witness #1
My Commission Expires: 6/12/08

Notary Public for the State of South Carolina
My Commission Expires 6/12/08

DEED 86 - YPG 060

STATE OF SOUTH CAROLINA) WAIVER OF RESTRICTIVE COVENANT
)
COUNTY OF SPARTANBURG)

WHEREAS, Newman & Sims Development, Inc., is the Developer of real property described as Woodfin Ridge Subdivision as reflected in Restrictions for Woodfin Ridge Phase I (Plat Recorded in Plat Book 146, Page 796) recorded September 24, 1999 in Deed Book 70-S, Page 92 in the Register of Deeds Office for Spartanburg County, South Carolina; and

WHEREAS, the Developer placed restrictions as to the combination and subdivision of lots, and

WHEREAS, the above Restrictive covenants contain provisions in which the Developer and the committee appointed by the Developer have authority to waive the above restriction where necessary, and

WHEREAS, the residence located on Lot 18 of Woodfin Ridge Phase I on a survey by James V. Gregory recorded August 25, 1999 in Plat Book 146, page 796 is in need of additional property from the Lot owner of Lot 19 of Woodfin Ridge Phase I for the purposes of construction of a circular driveway, and

WHEREAS, the Lot Owner of Lot 19 has agreed to convey the needed property and the Owners now seek a waiver needed so as not to violate the above restrictive covenants, and

WHEREAS, the Developer and Committee acknowledge the necessity of the drive and view the above conveyance as benefiting both the lot owners and the development of the subdivision, and

WHEREAS, the Developer has agreed to sign on behalf of the Architectural Review Committee this waiver of the restrictive covenant known as Number 17. No Subdivision only to allow the conveyance of a portion of Lot 19 to the owner of Lot 18 for the purpose of installation of a circle driveway;

NOW, THEREFORE, KNOW ALL, MEN BY THESE PRESENTS, that the Developer on behalf of itself and the Architectural Review Committee hereby waive Restrictive Covenant Number 17. No Subdivision only as it applies to Lots 18 and 19 of Woodfin Ridge Phase I as shown on a survey by James V. Gregory recorded August 25, 1999 in Plat Book 146, Page 796 in the Register of Deeds of South Carolina. The waiver specifically allows the conveyance of the below described property:

DEE-2006-58043
Recorded 3 Pages on 10/13/2006 11:20:18 AM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Step herF ord, Register



DEEC86 YPG061


All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, designated as 0.023 Acres being a portion of Lot 19 of Woodfin Ridge, Section 1 shown on a plat made by Joe E. Mitchell, Jr. P.L.S., dated May 27, 2005 in Plat Book _____, Page _____ in the Register of Deeds Office for Spartanburg County, South Carolina. For a more complete and accurate description refer to the above referenced plat.

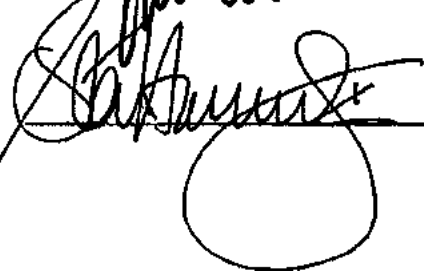
This being a portion of the property conveyed to Ray D. Burrell and Sherry E. Burrell by deed of Prime Construction, Inc. dated August 23, 2002 and recorded in Deed Book 76-Z, Page 694 in the Register of Deeds Office for Spartanburg County, South Carolina.

All other restrictions in the above referenced Restrictive Covenants are to remain in place and be construed as covenants running with the land and binding upon the said parties, their successors and assigns, and upon any purchasers of said property, their successors, heirs and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of October, 2006.

WITNESS:





Developer/Architectural Review Committee
Representative



Newman & Sims Development, Inc.

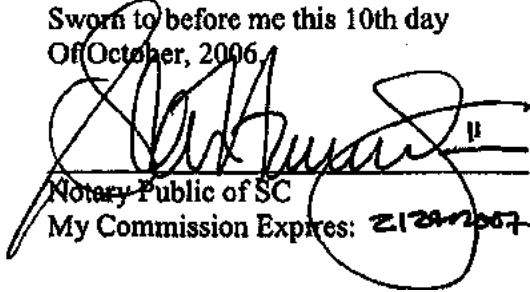
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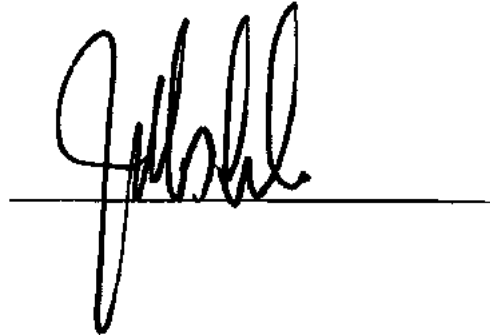
STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Developer/Architectural Review Committee Representative, sign, seal and as their act and deed deliver the above written Waiver of Restrictive Covenants, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 10th day
Of October, 2006


Notary Public of SC
My Commission Expires: 21292007



STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG) RELEASE AND WAIVER OF RESTRICTIONS

WHEREAS, there are recorded certain RESTRICTIVE COVENANTS pertaining to Woodfin Ridge, Section 4 as recorded in Plat Book 158 at page 790 in the RMC Office for Spartanburg County, S.C Said RESTRICTIVE COVENANTS are recorded in Deed Book 84-G at page 987 in the RMC Office for Spartanburg County, S.C.

WHEREAS, in accordance with the provision of the above said RESTRICTIVE COVENANTS, the developer reserved the right and privilege to give a waiver to any setback line as stated in the of said restrictions.

NOW, THEREFORE, BY ITS SIGNATURES TO THIS DOCUMENT, the developer does hereby consent and declare that the building setback line for Lot No. 285 of Woodfin Ridge Subdivision, Section 4 be waived so that the Encroachment of the garage across the building setback line be permitted. Said plat prepared for William E. Campbell and Paulette C. Campbell, prepared by S. W. Donald Land Surveyors, dated April 23, 2007.

NOW, THEREFORE, BY MY SIGNATURE TO THIS DOCUMENT, the Developer does hereby consent and declare that the RESTRICTIVE COVENANTS pertaining to the setback line for Lot No. 285, is hereby waived and released from the Restrictive Covenants as recorded in Deed Book 84-G, Page 987 in the RMC Office for Spartanburg County, S.C.

Newman & Sims Development, Inc.

Dray Price
Tammie M. Price

by: [Signature]
Developer

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
ACKNOWLEDGMENT

I, Tammie M. Price, a Notary Public for the State of South Carolina, do hereby certify that Newman & Sims Development, Inc. by: L. Allen Newman, Pres personally appeared before me and acknowledged the due execution of the foregoing deed this 30 day of April, 2007.

SWORN to before me this 30 day of April, 2007.
[Signature] (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 7/18/15

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Recorded 1 Pages on 5/4/2007 4:07:14 PM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RESTRICTIONS FOR
WOODFIN RIDGE
SECTION/PHASE IV

THIS DECLARATION is made this 11th day of October 2005, by Newman & Sims Development, Inc. hereafter called the "Developer".

WITNESSETH

WHEREAS, Newman & Sims Development, Inc., is a Developer and Owner of certain real property described on the attached Plat, hereafter known as, Exhibit "A". Woodfin Ridge desires to create a residential community, to provide for the preservation of the values and amenities of said community, and, to this end, desires to subject the real property described in Phase IV and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Developers declare that the real property described in Exhibit A, known as Woodfin Ridge, Phase IV, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restriction") hereafter set forth.

ARTICLE I
ARCHITECTURAL REVIEW COMMITTEE

1. Purpose and Appointment. In order to enhance the aesthetic quality of the Property, protect the natural beauty of the environment, secure and enhance confidence and security to owners and nurture tasteful and well-appointed improvements, Developer shall establish an Architectural Review Committee. The persons who shall serve on the Committee shall be appointed by the Developer for such terms and under such conditions as shall be determined exclusively by the Developer. The persons serving on the Committee are not required to own property in the development, nor are they required in any way to be affiliated with it. The primary function of the Committee shall be to review, approve or disapprove final construction plans and proposals for improvements upon the property. The committee shall consult and advise the Owners, their architects, contractors or builders concerning the merits of the construction plans and recommend, if required, any changes or modifications which may be necessary for the plans to meet approval.
2. Authority. Subject to the ultimate control of the Developer, the Committee is vested with legal authority by the Developer to enforce the terms of this Declaration and to prevent any improvements which would detract from the aesthetic quality of the development or tend to diminish property values, or which the Committee otherwise deems contrary to the best interests of the development, even if based solely on aesthetic reasons. The Committee shall have broad, flexible discretion in carrying out its duties. The Committee shall have authority: (a) to control, approve and disapprove all changes to the property, including, but not limited to, grading, clearing

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Recording Fee: \$15.00 Documentary Stamps: \$0.00
Office of Registrar of Deeds, Spartanburg, S.C.
Stephen Ford, Register



of the lot, tree and vegetation removal, sighting of the improvements and landscaping; (b) to adopt and implement building and design standards; and (c) to apply and enforce the terms of this Article and any other provision hereof relating to construction of improvements upon the property.

3. Building, Design and Landscape Guidelines. The Architectural Review Committee reserves the right, in its sole discretion, to issue building, design and landscape guidelines for the purpose of assisting owners proposing to build improvements upon the property. Such guidelines to be followed by the Committee in its effort to carry out its duties. Such guidelines may at the sole discretion of the Architectural Review Committee be amended from time to time.

ARTICLE II RESTRICTIONS

1. Residential Use. All lots shall be used only for residential purposes and only one single-family residence may be erected on any lot.
2. Written Approval Required. Except as otherwise stated herein, no home, garage, carport, driveway, playhouse, fence, wall, swimming pool, antenna, fuel tank, tennis court, garbage receptacle, clothesline, mailbox, nor any other structure or improvement, shall be commenced, erected or maintained upon the property, nor shall any exterior addition to any existing structure or change or alteration thereto be done, until complete, final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, site location, floor plans and all elevations on all sides of the structure, containing the names of the builder or contractor and the owner and have been submitted to and approved in writing by the Committee.

Approvals shall not be effective for construction commenced more than eighteen (18) months after the date of such approval. Disapproved plans shall be accompanied by a reasonable statement of terms found unacceptable. In its sole discretion, the Committee may mark the plans "APPROVED" but note in writing upon such plans that the approval is given subject to the incorporation of specified modifications or changes in the improvements, which modifications and changes must be followed and completed by the owner. One copy of such approved or disapproved plans shall be returned to the owner, and the remaining copy shall be permanently held in the records of the Company.

3. Building Standards. All construction and improvements must meet or exceed the minimum residential building standards set forth in various Codes and publications of the Council of American Building Officials for One and Two Family Dwelling Units, or of any successor organization, including all those applicable to buildings, electricity, plumbing, mechanical, and fire prevention and safety. In the absence of any such Codes or publications or with respect to any proposed improvements upon the property for which, in the discretion of the Developer, standards or guidelines should be adopted, the Developer shall have authority to adopt and enforce such standards and guidelines as are necessary and reasonable to assure the continued consistent development of the property. No home may be constructed or maintained

so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than eighteen hundred (1,800) square feet in the case of a one story or twelve hundred (1,200) square feet on the ground level in the case of a two story. No modular or mobile home type housing allowed. The minimum pitch for the roof of each dwelling or other approved structure shall be 8/12, and shall be covered with Architectural style Fiberglass Shingles or Tile.

4. Building Lines. All buildings must be set back from the front a minimum of twenty (20') feet from the front lot line, a minimum of five (5') feet each side line and twenty (20') feet from the rear lot line. The Developer reserves the right to allow building set back variances as needed. The Developer is to approve the exact location of all houses on lots for construction. This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown.
5. Building Materials. Exterior finishes to be brick, stone, stucco, concrete board or wood; the Developer or its nominee must approve any other material. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any dwelling or other structure. Vinyl may be approved for boxing and trim only.
6. Fencing. Fencing shall not be erected until the Architectural Review Committee has approved the design, height, materials, and location in writing. No chain-link or similar fencing shall be allowed anywhere in the development. No lot owner or successor in title shall be entitled to assert the defense of estoppels as to any fence which does not meet the requirements of this paragraph. No fence shall be erected which interferes with, damages, or obstructs the installation, maintenance or repair of underground utility lines, or on any portion of any lot which is subject to the golf course easement hereinafter described. The lot owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even though approval of the fence or other improvements has been properly obtained.
7. Grade Changes and Landscaping.
 - a. The established grade of a lot is not be changed by any individual so as to adversely affect an adjacent property owner or owners. All major site work and grading shall be approved by the Developer. Each lot owner and his contractor, subcontractors and other agents shall take full responsibility for controlling surface water run-off and sediment that may adversely affect any other property or the golf course.
 - b. The completion of improvements upon a lot shall include the landscaping and sod throughout the entire yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling with all shrubs and yard being irrigated.
8. Driveway Requirements. All driveways shall be constructed of concrete; pavers or other material approved by the Architectural Review Committee and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged.

If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.

9. Garages. Carriage type doors shall enclose all garages, and may directly face any street on which the lot abuts. Any other type door must be approved before installing.
10. Sewage. The Spartanburg Sanitary Sewer or its successor shall dispose of all sewage. No lot shall be approved for a septic tank.
11. Swimming Pools. The Architectural Review Committee prior to construction must approve all swimming pools as to location and specifications. Individual property owners are responsible for meeting all safety regulations as required by law or by the insurance industry.
12. Antennae/Satellite Dishes. Radio, television or other antennae may not be placed on any lot unless the location, concealment and size of such equipment is approved in advance by the Architectural Review Committee.
13. Completion of Construction. The exterior of all homes and other structures, site work and substantial compliance with landscaping plans must be completed within eighteen (18) months of the start of construction unless such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity. No structures may be temporarily or permanently occupied until the exterior thereof has been completed.
14. Temporary Structures. No structure of a temporary character shall be placed upon any portion of the properties at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any home, or to shelters maintained by the Developer or Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, and so forth, may not at any time be used as temporary or permanent residences or be permitted to remain on any portion of the properties after completion of construction thereon.
15. Trees. No trees measuring eight (8") inches or more in diameter at a point one (1') foot above the ground level nor any flowering tree may be removed nor may any major clearing of small trees be performed without the approval of the Architectural Review Committee. Excepted here from shall be damaged trees as determined by the Architectural Review Committee or the Association or trees which must be removed because of an emergency, or to prevent a potentially dangerous situation.
16. Maintenance of Vacant Lots. Every owner of an unimproved lot shall keep such property free of debris and unsightly underbrush, weeds, or other unsightly vegetation. In the event that the Committee deems that the lot or tract is being maintained in violation of this paragraph and that such violation should be corrected, the Committee shall give reasonable notice to the Owner to correct the appearance of such lot or tract. If after thirty (30) days, such Owner has failed to correct same, the Committee may enter upon the property to correct its conditions and assess the Owner for the costs thereof, which assessment may be filed as a lien against such lot or tract, as provided herein.
17. No Subdivision. Unless approved in writing by the Committee, no lot shall be subdivided, nor shall the boundary lines of any such lot or tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion

of any such combined lots may be subdivided or sold without written approval of the Developer, provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to re-plat any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted lot or tract suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots; provided, however, that no lot originally shown on a final recorded plat of the property is reduced to a size more than ten (10%) percent smaller than the smallest lot shown on such plat.

18. No Commercial Activity. No industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property.
19. Nuisances and Offensive Activities. No nuisance or other noxious, offensive, unsightly or unsanitary, activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.
20. Signs. No owner shall display or cause or allow to be displayed to public view any sign, placard, poster, billboard or identifying name or number upon any residence, except as may be allowed by the Committee. No builder or real estate agency's sign may remain on a lot for more than thirty (30) days after completion of the house or the sale of the home or sale of a lot. No signs are allowed on common areas without specific permission from the Developer or Architectural Review Committee.
21. Recreational Property. Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind closed garage doors. No motorcycles, motorbikes, mini-bikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path. No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pickup trucks not to exceed one (1) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. No bicycles permitted on golf course or golf course paths.
22. Fuel Tanks. All fuel oil tanks or containers shall be buried underground, consistent with normal safety precautions.
23. Portable or Metal Buildings Prohibited. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot. No outbuilding of any type.
24. Swing Sets and Similar Structures. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corners of the dwelling.
25. Pets. No animals shall be kept except that cats, dogs, rabbits, hamsters or caged birds may be kept in reasonable numbers as pets. All pets shall be kept on leashes, within an underground fence or fence approved by the Architectural Review Committee.

26. Parking. All owners and residents must make provisions for off-street parking of individual vehicles. No vehicles allowed to be parked on the street.
27. Bird Sanctuary. All property is designated as a bird sanctuary.
28. Mailboxes. All homeowners are required to have the same style mailbox, which has been designed and developed by the Developer of the subdivision. Mailbox to be paid for by the homeowner.
29. Landscape & Maintenance. All owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property. Vegetable or ornamental gardens, and sandboxes or other children's play equipment shall be located only in the rear yard of any lot.
30. Developer's Disclaimer. Developer, and its successors and assigns, its agents, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, design, habitability, quality, fitness for any particular purpose or merchantability or any representation concerning same, and no warranties of any kind shall arise as result of any plans, specifications, standards or approvals made or approved by Developer, or its nominees, and Developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer, whether granted or denied. All future owners shall be responsible for determining the suitability of a lot for construction.

ARTICLE III EASEMENTS

1. Golf Course Easement. The Developer reserves to itself and for the benefit of Woodfin Partners, LLC, a perpetual, non-exclusive right and easement over and across that portion of each lot adjacent to the golf course or any other property of Newman & Sims Development, Inc. extending back into such lot for a uniform distance of twenty (20') feet. This easement may be reduced if approved by the Developer depending upon lot depth. No construction or structure of any kind, including fences, shall be allowed within the golf course easement without the express prior written approval of the Developer and of Woodfin Partners, LLC. This reserved right and easement shall permit, but shall not obligate, the Developer, or Woodfin Partners, LLC to go upon such property to maintain or landscape and to discharge water across the area encumbered by such easement. Such maintenance and landscaping may include planting of grass, watering, application of fertilizer, mowing and the removal of underbrush, stumps, trash or debris and trees of less than ten (10") inches in diameter at a level one (1') foot above ground level.
2. Golfers' Easement. All property adjacent to or near the golf course shall be subject to the right easement on the part of registered golfers and their caddies to enter upon such property to remove a ball or to play a ball, subject to the official rules of the golf course. Such entering and playing shall not be a trespass; provided, however, that after a home is substantially completed, entry shall be limited to the recovery of balls

only and not to play. The easement hereby reserved is limited in the following particulars: (1) no golf carts or other vehicle shall be permitted upon the area covered by the easement; (2) no golfer or caddie shall spend an unreasonable amount of time upon the easement area; and (3) no golfer or caddie shall commit a nuisance nor engage in any annoying, disturbing or boisterous conduct. Notwithstanding the foregoing Newman & Sims Development, Inc. and Woodfin Ridge Partners, LLC may in its discretion impose more restrictive rules and regulations regarding the playing and recovery of balls on property adjacent to or near the golf course.

ARTICLE IV HOME OWNERS ASSOCIATION

1. Creation of the Home Owners Association. Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina law a nonprofit corporation called Woodfin Ridge Home Owners Association.
2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants or records to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.
3. Voting Rights. The owner of each lot shall be entitled to one (1) vote for each lot; provided that the Developer shall be entitled to three (3) votes for each lot owned, including any other lots as to which the Developer may make these Covenants and Restrictions applicable.
4. Transfer of Rights. The Developer and the Committee may at any time, by written document recorded in the same office as this document, transfer and assign to the Association any or all of either's rights under these Covenants and Restrictions.

ARTICLE V ASSESSMENTS

1. Initial Assessments. Beginning January 1, 2006, the annual assessment shall be Two Hundred Twenty-five and no/100 Dollars (\$225) per lot. The assessment shall be prorated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.
2. Subsequent Assessments. From and after January 1, 2006, the annual assessment may be increased by vote of the members.
3. Liens. The Developer or The Home Owners Association shall retain a lien against any lot for the amount of any unpaid assessments. This lien may be filed in the RMC Office for Spartanburg County at any time as such assessment is more than thirty (30) days past due. Such lien may be enforced against any prior recorded mortgagee of the lot. Such lien shall further secure all reasonable costs of collection and attorney fees.

**ARTICLE VI
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 the be enforceable by the Developer, the Committee or the Association, of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending December 31, 2030 after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.
2. Notices. Any notice required to be sent to any member or owners under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Developer, the Committee or the Association at the time of such mailing.
3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
4. Severability. Invalidation of any one of these covenants and restrictions by judgment of Court order shall in no ways affect any other provisions which shall remain in full force and effect.

**ARTICLE VII
CLUB MEMBERSHIP**

1. Minimum Membership. Each home owner/land owner will be required to be at least a social member of the club. The initial social membership fee will not exceed forty dollars (\$40) per month for the first year. This membership will include amenities such as pool, tennis, clubhouse, etc. This is not a golf membership.
2. Multiple Lot Owners/Builders. Multiple lot owners or builders will not be required to activate memberships until house or lot is sold, up to a one (1) year period. Approval in writing from the Developer may extend this time period where necessary.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed by its duly authorized officers or agents as of the year and date herein above mentioned.

In the Presence of:

Laurie M. Price

NEWMAN & SIMS DEVELOPMENT, INC.

BY: [Signature]

Loraine M. Messer

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF SPARTANBURG)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within Newman & Sims Development, Inc., by and through its duly authorized agent, sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 31st
Day of Oct, 2005.

[Signature]

Loraine M. Messer
Notary Public for South Carolina
My Commission Expires: 2-24-07

**RESTRICTIONS FOR
WOODFIN RIDGE
SECTION/PHASE IV A**



THIS DECLARATION is made this 21st day of August 2008, by Newman & Sims Development, Inc. hereafter called the "Developer".

WITNESSETH

WHEREAS, Newman & Sims Development, Inc., is a Developer and Owner of certain real property described on the attached Plat, hereafter known as, Exhibit "A". Woodfin Ridge desires to create a residential community, to provide for the preservation of the values and amenities of said community, and, to this end, desires to subject the real property described in Phase IV and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Developers declare that the real property described in Exhibit A, known as Woodfin Ridge, Phase IV, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restriction") hereafter set forth.

**ARTICLE I
ARCHITECTURAL REVIEW COMMITTEE**

- 1. Purpose and Appointment. In order to enhance the aesthetic quality of the Property, protect the natural beauty of the environment, secure and enhance confidence and security to owners and nurture tasteful and well-appointed improvements, Developer shall establish an Architectural Review Committee. The persons who shall serve on the Committee shall be appointed by the Developer for such terms and under such conditions as shall be determined exclusively by the Developer. The persons serving on the Committee are not required to own property in the development, nor are they required in any way to be affiliated with it. The primary function of the Committee shall be to review, approve or disapprove final construction plans and proposals for improvements upon the property. The committee shall consult and advise the Owners, their architects, contractors or builders concerning the merits of the construction plans and recommend, if required, any changes or modifications which may be necessary for the plans to meet approval.**
- 2. Authority. Subject to the ultimate control of the Developer, the Committee is vested with legal authority by the Developer to enforce the terms of this Declaration and to prevent any improvements which would detract from the aesthetic quality of the development or tend to diminish property values, or which the Committee otherwise deems contrary to the best interests of the development, even if based solely on aesthetic reasons. The Committee shall have broad, flexible discretion in carrying out its duties. The Committee shall have authority: (a) to control, approve and disapprove all changes to the property, including, but not limited to, grading, clearing**

of the lot, tree and vegetation removal, sighting of the improvements and landscaping; (b) to adopt and implement building and design standards; and (c) to apply and enforce the terms of this Article and any other provision hereof relating to construction of improvements upon the property.

3. Building, Design and Landscape Guidelines. The Architectural Review Committee reserves the right, in its sole discretion, to issue building, design and landscape guidelines for the purpose of assisting owners proposing to build improvements upon the property. Such guidelines to be followed by the Committee in its effort to carry out its duties. Such guidelines may at the sole discretion of the Architectural Review Committee be amended from time to time.

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1. Residential Use. All lots shall be used only for residential purposes and only one single-family residence may be erected on any lot.
2. Written Approval Required. Except as otherwise stated herein, no home, garage, carport, driveway, playhouse, fence, wall, swimming pool, antenna, fuel tank, tennis court, garbage receptacle, clothesline, mailbox, nor any other structure or improvement, shall be commenced, erected or maintained upon the property, nor shall any exterior addition to any existing structure or change or alteration thereto be done, until complete, final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, site location, floor plans and all elevations on all sides of the structure, containing the names of the builder or contractor and the owner and have been submitted to and approved in writing by the Committee.

Approvals shall not be effective for construction commenced more than eighteen (18) months after the date of such approval. Disapproved plans shall be accompanied by a reasonable statement of terms found unacceptable. In its sole discretion, the Committee may mark the plans "APPROVED" but note in writing upon such plans that the approval is given subject to the incorporation of specified modifications or changes in the improvements, which modifications and changes must be followed and completed by the owner. One copy of such approved or disapproved plans shall be returned to the owner, and the remaining copy shall be permanently held in the records of the Company.

3. Building Standards. All construction and improvements must meet or exceed the minimum residential building standards set forth in various Codes and publication of the Council of American Building Officials for One and Two Family Dwelling Units, or of any successor organization, including all those applicable to buildings, electricity, plumbing, mechanical, and fire prevention and safety. In the absence of any such Codes or publications or with respect to any proposed improvements upon the property for which, in the discretion of the Developer, standards or guidelines should be adopted, the Developer shall have authority to adopt and enforce such standards and guidelines as are necessary and reasonable to assure the continued consistent development of the property. No home may be constructed or maintained

so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than eighteen hundred (1,800) square feet in the case of a one story or twelve hundred (1,200) square feet on the ground level in the case of a two story. No modular or mobile home type housing allowed. The minimum pitch for the roof of each dwelling or other approved structure shall be 8/12, and shall be covered with Architectural style Fiberglass Shingles or Tile.

4. Building Lines. All buildings must be set back from the front a minimum of twenty (20') feet from the front lot line, a minimum of five (5') feet each side line and twenty (20') feet from the rear lot line. The Developer reserves the right to allow building set back variances as needed. The Developer is to approve the exact location of all houses on lots for construction. This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown.
5. Building Materials. Exterior finishes to be brick, stone, stucco, concrete board or wood; the Developer or its nominee must approve any other material. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any dwelling or other structure. Vinyl may be approved for boxing and trim only.
6. Fencing. Fencing shall not be erected until the Architectural Review Committee has approved the design, height, materials, and location in writing. No chain-link or similar fencing shall be allowed anywhere in the development. No lot owner or successor in title shall be entitled to assert the defense of estoppels as to any fence which does not meet the requirements of this paragraph. No fence shall be erected which interferes with, damages, or obstructs the installation, maintenance or repair of underground utility lines, or on any portion of any lot which is subject to the golf course easement hereinafter described. The lot owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even though approval of the fence or other improvements has been properly obtained.
7. Grade Changes and Landscaping.
 - a. The established grade of a lot is not be changed by any individual so as to adversely affect an adjacent property owner or owners. All major site work and grading shall be approved by the Developer. Each lot owner and his contractor, subcontractors and other agents shall take full responsibility for controlling surface water run-off and sediment that may adversely affect any other property or the golf course.
 - b. The completion of improvements upon a lot shall include the landscaping and sod throughout the entire yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling with all shrubs and yard being irrigated.
8. Driveway Requirements. All driveways shall be constructed of concrete; pavers or other material approved by the Architectural Review Committee and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged.

If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.

9. Garages. Carriage type doors shall enclose all garages, and may directly face any street on which the lot abuts. Any other type door must be approved before installing.
10. Sewage. The Spartanburg Sanitary Sewer or its successor shall dispose of all sewage. No lot shall be approved for a septic tank.
11. Swimming Pools. The Architectural Review Committee prior to construction must approve all swimming pools as to location and specifications. Individual property owners are responsible for meeting all safety regulations as required by law or by the insurance industry.
12. Antennae/Satellite Dishes. Radio, television or other antennae may not be placed on any lot unless the location, concealment and size of such equipment is approved in advance by the Architectural Review Committee.
13. Completion of Construction. The exterior of all homes and other structures, site work and substantial compliance with landscaping plans must be completed within eighteen (18) months of the start of construction unless such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity. No structures may be temporarily or permanently occupied until the exterior thereof has been completed.
14. Temporary Structures. No structure of a temporary character shall be placed upon any portion of the properties at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any home, or to shelters maintained by the Developer or Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, and so forth, may not at any time be used as temporary or permanent residences or be permitted to remain on any portion of the properties after completion of construction thereon.
15. Trees. No trees measuring eight (8") inches or more in diameter at a point one (1') foot above the ground level nor any flowering tree may be removed nor may any major clearing of small trees be performed without the approval of the Architectural Review Committee. Excepted here from shall be damaged trees as determined by the Architectural Review Committee or the Association or trees which must be removed because of an emergency, or to prevent a potentially dangerous situation.
16. Maintenance of Vacant Lots. Every owner of an unimproved lot shall keep such property free of debris and unsightly underbrush, weeds, or other unsightly vegetation. In the event that the Committee deems that the lot or tract is being maintained in violation of this paragraph and that such violation should be corrected, the Committee shall give reasonable notice to the Owner to correct the appearance of such lot or tract. If after thirty (30) days, such Owner has failed to correct same, the Committee may enter upon the property to correct its conditions and assess the Owner for the costs thereof, which assessment may be filed as a lien against such lot or tract, as provided herein.
17. No Subdivision. Unless approved in writing by the Committee, no lot shall be subdivided, nor shall the boundary lines of any such lot or tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion

of any such combined lots may be subdivided or sold without written approval of the Developer, provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to re-plate any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted lot or tract suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots; provided, however, that no lot originally shown on a final recorded plat of the property is reduced to a size more than ten (10%) percent smaller than the smallest lot shown on such plat.

18. No Commercial Activity. No industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property.
19. Nuisances and Offensive Activities. No nuisance or other noxious, offensive, unsightly or unsanitary, activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.
20. Signs. No owner shall display or cause or allow to be displayed to public view any sign, placard, poster, billboard or identifying name or number upon any residence, except as may be allowed by the Committee. No builder or real estate agency's sign may remain on a lot for more than thirty (30) days after completion of the house or the sale of the home or sale of a lot. No signs are allowed on common areas without specific permission from the Developer or Architectural Review Committee.
21. Recreational Property. Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind closed garage doors. No motorcycles, motorbikes, mini-bikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path. No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pickup trucks not to exceed one (1) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. No bicycles permitted on golf course or golf course paths.
22. Fuel Tanks. All fuel oil tanks or containers shall be buried underground, consistent with normal safety precautions.
23. Portable or Metal Buildings Prohibited. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot. No outbuilding of any type.
24. Swing Sets and Similar Structures. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corners of the dwelling.
25. Pets. No animals shall be kept except that cats, dogs, rabbits, hamsters or caged birds may be kept in reasonable numbers as pets. All pets shall be kept on leashes, within an underground fence or fence approved by the Architectural Review Committee.

26. Parking. All owners and residents must make provisions for off-street parking of individual vehicles. No vehicles allowed to be parked on the street.
27. Bird Sanctuary. All property is designated as a bird sanctuary.
28. Mailboxes. All homeowners are required to have the same style mailbox, which has been designed and developed by the Developer of the subdivision. Mailbox to be paid for by the homeowner.
29. Landscape & Maintenance. All owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property. Vegetable or ornamental gardens, and sandboxes or other children's play equipment shall be located only in the rear yard of any lot.
30. Developer's Disclaimer. Developer, and its successors and assigns, its agents, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, design, habitability, quality, fitness for any particular purpose or merchantability or any representation concerning same, and no warranties of any kind shall arise as result of any plans, specifications, standards or approvals made or approved by Developer, or its nominees, and Developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer, whether granted or denied. All future owners shall be responsible for determining the suitability of a lot for construction.

ARTICLE III EASEMENTS

1. Golf Course Easement. The Developer reserves to itself and for the benefit of Woodfin Partners, LLC, a perpetual, non-exclusive right and easement over and across that portion of each lot adjacent to the golf course or any other property of Newman & Sims Development, Inc. extending back into such lot for a uniform distance of twenty (20') feet. This easement may be reduced if approved by the Developer depending upon lot depth. No construction or structure of any kind, including fences, shall be allowed within the golf course easement without the express prior written approval of the Developer and of Woodfin Partners, LLC. This reserved right and easement shall permit, but shall not obligate, the Developer, or Woodfin Partners, LLC to go upon such property to maintain or landscape and to discharge water across the area encumbered by such easement. Such maintenance and landscaping may include planting of grass, watering, application of fertilizer, mowing and the removal of underbrush, stumps, trash or debris and trees of less than ten (10") inches in diameter at a level one (1') foot above ground level.
2. Golfers' Easement. All property adjacent to or near the golf course shall be subject to the right easement on the part of registered golfers and their caddies to enter upon such property to remove a ball or to play a ball, subject to the official rules of the golf course. Such entering and playing shall not be a trespass; provided, however, that after a home is substantially completed, entry shall be limited to the recovery of balls

only and not to play. The easement hereby reserved is limited in the following particulars: (1) no golf carts or other vehicle shall be permitted upon the area covered by the easement; (2) no golfer or caddie shall spend an unreasonable amount of time upon the easement area; and (3) no golfer or caddie shall commit a nuisance nor engage in any annoying, disturbing or boisterous conduct. Notwithstanding the foregoing Newman & Sims Development, Inc. and Woodfin Ridge Partners, LLC may in its discretion impose more restrictive rules and regulations regarding the playing and recovery of balls on property adjacent to or near the golf course.

**ARTICLE IV
HOME OWNERS ASSOCIATION**

1. Creation of the Home Owners Association. Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina law a nonprofit corporation called Woodfin Ridge Home Owners Association.
2. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants or records to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.
3. Voting Rights. The owner of each lot shall be entitled to one (1) vote for each lot; provided that the Developer shall be entitled to three (3) votes for each lot owned, including any other lots as to which the Developer may make these Covenants and Restrictions applicable.
4. Transfer of Rights. The Developer and the Committee may at any time, by written document recorded in the same office as this document, transfer and assign to the Association any or all of either's rights under these Covenants and Restrictions

**ARTICLE V
ASSESSMENTS**

1. Initial Assessments. Beginning January 1, 2006, the annual assessment shall be Two Hundred Twenty-five and no/100 Dollars (\$225) per lot. The assessment shall be prorated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.
2. Subsequent Assessments. From and after January 1, 2006, the annual assessment may be increased by vote of the members.
3. Liens. The Developer or The Home Owners Association shall retain a lien against any lot for the amount of any unpaid assessments. This lien may be filed in the RMC Office for Spartanburg County at any time as such assessment is more than thirty (30) days past due. Such lien may be enforced against any prior recorded mortgagee of the lot. Such lien shall further secure all reasonable costs of collection and attorney fees.

**ARTICLE VI
GENERAL PROVISIONS**

REF 920 PG 5 11 7

1. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the be enforceable by the Developer, the Committee or the Association, of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending December 31, 2030 after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.
2. **Notices.** Any notice required to be sent to any member or owners under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Developer, the Committee or the Association at the time of such mailing.
3. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
4. **Severability.** Invalidation of any one of these covenants and restrictions by judgment of Court order shall in no ways affect any other provisions which shall remain in full force and effect.

**ARTICLE VII
CLUB MEMBERSHIP**

1. **Minimum Membership.** Each home owner/land owner will be required to be at least a social member of the club. The initial social membership fee will not exceed forty nine dollars(\$49)per month for the first year. This membership will include amenities such as pool, tennis, clubhouse, etc. This is not a golf membership.
2. **Multiple Lot Owners/Builders.** Multiple lot owners or builders will not be required to activate memberships until house or lot is sold, up to a one (1) year period. Approval in writing from the Developer may extend this time period where necessary.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed by its duly authorized officers or agents as of the year and date herein above mentioned.

In the Presence of:
Laurie B. Hoston
Sarah N Dumagin
Andrea Lynne Taylor

NEWMAN & SIMS DEVELOPMENT, INC.
BY: [Signature]
Pres

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within Newman & Sims Development, Inc., by and through its duly authorized agent, sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 22
Day of August, 2008.
Andrea Lynne Taylor
Notary Public for South Carolina
My Commission Expires: Aug 10 2018

[Signature]
Laurie B. Hoston

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RESTRICTIONS FOR
THE OAKS AT WOODFIN RIDGE
SECTION I

THIS DECLARATION is made this 30th day of January 2015, by Newman & Sims Development, Inc., hereafter called the "Developer".

WITNESSETH

WHEREAS, Newman & Sims Development, Inc., is a Developer and Owner of certain real property described on Plat recorded in Plat Book 169 Page 469, hereafter known as, Section I (lots 1 - 37). The Developer desires to create a residential community, to provide for the preservation of the values and amenities of said community, and, to this end, desires to subject the real property described in Section I and shown on Plat, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof,

NOW, THEREFORE, Developers declare that the real property described on Plat known as The Oaks at Woodfin Ridge, Section I, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restriction") hereafter set forth.

DEFINITIONS

ASSOCIATION - As the Woodfin Ridge Home Owners Association

DEVELOPER - Newman & Sims Development Inc. and their Assigns

ARTICLE I

ARCHITECTURAL REVIEW COMMITTEE:

1. PURPOSE AND APPOINTMENT: In order to enhance the aesthetic quality of the Property, protect the natural beauty of the environment, secure and enhance confidence and security to owners and nurture tasteful and well appointed improvements, Developer shall establish an Architectural Review Committee. The persons who shall serve on the Committee shall be appointed by the Developer for such terms and under such conditions as shall be determined exclusively by the Developer. The persons serving on the Committee are not required to own property in the development, nor are they required in any way to be affiliated with it. The primary function of the Committee shall be to review, approve or disapprove final construction plans and proposals for improvements upon the property. The Committee shall consult and advise the Owners, their architects, contractors or builders concerning the merits of the construction plans and recommend, if required, any changes or modifications which may be necessary for the plans to meet approval.

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Recorded 16 Pages on 5/7/2015 1:3:41 PM
Recording Fee: \$22.00 Documentary Stamps: \$0.00
Office of Registrar of Deeds, Spartanburg, S.C.
Dorothy Earle, Registrar



2. AUTHORITY: Subject to the ultimate control of the Developer, the committee is vested with legal authority by the Developer to enforce the terms of this Declaration and to prevent any improvements which would detract from the aesthetic quality of the development or tend to diminish property values, or which the Committee otherwise deems contrary to the best interests of the development, even if based solely on aesthetic reasons. The Committee shall have broad, flexible discretion in carrying out its duties. The Committee shall have authority: (a) to control, approve and disapprove all changes to the property, including, but not limited to, grading, clearing of the lot, tree and vegetation removal, siting of the improvements and landscaping; (b) to adopt and implement building and design standards; and (c) to apply and enforce the terms of this Article and any other provision hereof relating to construction of improvements upon the property.

3. BUILDING, DESIGN AND LANDSCAPE GUIDELINES: The Architectural Review Committee reserves the rights in its sole discretion to issue building, design and landscape guidelines for the purpose of assisting owners proposing to build improvements upon the property. Such guidelines would be followed by the Committee in its effort to carry out its duties. Such guidelines may at the sole discretion of the Architectural Review Committee be amended from time to time.

ARTICLE II
RESTRICTIONS:

1. RESIDENTIAL USE: All lots shall be used only for residential purposes and only one single-family residence may be erected on any lot.

2. WRITTEN APPROVAL REQUIRED: Except as otherwise stated herein, no home, garage, carport, driveway, playhouse, fence, wall, swimming-pool, antenna, fuel tank, tennis court, garbage receptacle, clothesline, mailbox, nor any other structure or improvement, shall be commenced, erected or maintained upon the property, nor shall any exterior addition to any existing structure or change or alteration thereto be done, until complete final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, site location, floor plans and all elevations on all sides of the structure, containing the names of the builder or contractor and the owner and have been submitted to and approved in writing by the Committee.

Approvals shall not be effective for construction commenced more than eighteen (18) months after the date of such approval. Disapproved plans shall be accompanied by a reasonable statement of terms found unacceptable. In its sole discretion, the Committee may mark the plans "APPROVED" but note in writing upon such plans that the approval is given subject to the incorporation of specified modifications or changes in the improvements, which modifications and changes must be followed and completed by the owner. One copy of such approved or disapproved plans shall be returned to the owner, and the remaining copy shall be permanently held in the records of the Company.

3. BUILDING STANDARDS: All construction and improvements must meet or exceed the minimum residential building standards set forth in various Codes and publications of the Council of American Building Officials for One and Two Family Dwelling Units, or of any successor organization. Including all those applicable to buildings, electricity, plumbing, mechanical, and fire prevention and safety. In the absence of any such Codes or publications or with respect to any proposed improvements upon the property for which, in the discretion of the Developer, standards or guidelines should be adopted, the Developer shall have authority to adopt and enforce such standards and guidelines as are necessary and reasonable to assure the continued consistent development of the property. No home may be constructed or maintained so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than two thousand (1,800) square feet in the case of a one story or sixteen hundred (1,200) square feet on the ground level in the case of a two story. The minimum pitch of the roof of each dwelling of other approved structure shall be 8/12, and shall be covered with Architectural style Fiberglass Shingles or Tile.

4. BUILDING LINES: All buildings must be set back from the front a minimum of twenty (20') feet from the front lot line, a minimum of five (5') feet each side line and thirty (20') feet from the rear lot line. The Developer reserves the right to allow building set back variances as needed. The Developer is to approve the exact location of all houses on lots for construction. This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown.

5. BUILDING MATERIALS: Exterior finished to be Brick, Stone, Stucco, or wood. Any other must be approved by the Developer or its nominee. Concrete blocks, cement bricks, or concrete walls shall not be used in the construction of any building, garage or bobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any dwelling or other structure. Vinyl may be approved for boxing and trim only.

6. FENCING: Fencing shall not be erected until the design, height, materials and location have been approved in writing by the Committee. No chain-link, wooden or similar fencing shall be allowed anywhere in the development. No lot owner or successor in title shall be entitled to assert the defense of estoppel as to any fence which does not meet the requirements of this paragraph. No fence shall be erected which interferes with, damages, or obstructs the installation maintenance or repair of underground utility lines, or on any portion of any lot which is subject to the golf course easement hereinafter described. The lot owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even though approval of the fence or other improvements has been properly obtained.

7. GRADE CHANGES AND LANDSCAPING:

A. The established grade of a lot is not to be changed by any individual

so as to adversely affect an adjacent property owner or owners. All major site work and grading shall be approved by the Developer. Each lot owner and his contractor, subcontractors and other agents shall take full responsibility for controlling surface water run-off and sediment that may adversely affect any other property or the golf course.

B. The completion of improvements upon a lot shall include the landscaping and sod throughout the entire yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling with all shrubs and yard being irrigated.

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

9. SEWAGE: The Spartanburg Sanitary Sewer or its successor shall dispose of all sewage. No lot shall be provided for a septic tank.

10. SWIMMING POOLS: The Architectural Review Committee prior to construction must approve all swimming pools as to location and specifications. Individual property owners are responsible for meeting all safety regulations as required by law or by the insurance industry.

11. ANTENNAE/SATELLITE DISHES: Radio, television or other antennae may not be placed on any lot unless the location, concealment and size of such equipment is approved in advance by the Architectural Review Committee.

12. COMPLETION OF CONSTRUCTION: The exterior of all homes and other structures, site work and substantial compliance with landscaping plans must be completed within eighteen (18) months of the start of construction unless such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity. No structures may be temporarily or permanently occupied until the exterior thereof has been completed.

13. TEMPORARY STRUCTURES: No structure of a temporary character shall be placed upon any portion of the properties at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any home, or to shelters maintained by the Developer of the Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, and so forth, may not at

any time be used as temporary or permanent residences or be permitted to remain on any portion of the properties after completion of construction thereon.

14. TREES: No trees measuring eight (8") inches or more in diameter at a point one (1') foot above the ground level nor any flowering tree may be removed nor may any major clearing of small trees be performed without the approval of the Architectural Review Committee. Excepted here from shall be damaged trees as determined by the Architectural Review Committee or the Association or trees which must be removed because of an emergency, or to prevent a potentially dangerous situation.

15. MAINTENANCE OF VACANT LOTS: Every owner of an unimproved lot shall keep such property free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that the Committee deems that the lot or tract is being maintained in violation of this paragraph and that such violation should be corrected, the Committee shall give reasonable notice to the Owner to correct the appearance of such lot or tract. If after thirty (30) days, such Owner has failed to correct same, the Committee may enter upon the property to correct its conditions and assess the Owner for the costs thereof, which assessment may be filed as a lien against such lot or tract, as provided therein.

16. NO SUBDIVISION: Unless approved in writing by the Committee, no lots shall be subdivided, nor shall the boundary lines of any such lot or tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the Developer; provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to replat any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted lot or tract suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, right of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots; provided, however, that no lot originally shown on a final recorded plat of the property is reduced to a size more than ten (10%) percent smaller than the smallest lot shown on each plat.

17. NO COMMERCIAL ACTIVITY: No industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property.

18. LANDSCAPE & MAINTENANCE: All owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the subdivision or the surrounding property. Vegetable or ornamental gardens, and sandboxes or other

children's play equipment shall be located only in the rear yard of any lot. Subject to architectural committee approval.

19. FUEL TANKS: All fuel tanks or containers shall be buried underground in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies, agencies, and the South Carolina Department of Health and Environmental Control. No fuel tanks, except those commonly used with gas barbecue grills, are permitted above ground.

20. MAIL RECEPTACLES: All homeowners are required to have the same style Mailbox, which has been designed and developed by the Developer of the subdivision. Mailbox to be paid by the homeowner.

21. EROSION CONTROL, CONTAMINATION: Prior to proceeding with any activity which may create erosion, siltation or related surface disturbances, preventive measures must be in place that provide for the prevention and control of same. Such measures may include, by way of example and not of limitation, physical devices for controlling the run-off and drainage of water, special precautions in grading, silt fences and temporary ground cover to hold the soil until permanent ground cover can be established. No activity which results in contamination of or damage to the Property shall be conducted on any portion of the Property, and each Property Owner undertaking activities involving surface disturbance shall be liable for all resulting damages from such activity and for restoration of all property damages as a result of such activity.

21. PROHIBITED ACTIVITIES: No manufacturing or production activities or any other activity that shall cause incremental traffic by the general public shall be permitted on the Property. This includes, without limitation, commercial horse training/boarding operations. Business and professional Property Owners may use their residence as an ancillary facility to an office established elsewhere so long as such use does not cause incremental traffic by the general public. No noxious or offensive trade or activity shall be carried on upon property, nor shall anything be done thereon tending to cause danger, embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, animals, device or thing of any sort whose numbers, normal activities or existence is in any way noxious, dangerous, unsightly or unpleasant that may diminish or destroy the enjoyment of other property in the neighborhood by the Property Owners. Cattle, swine, goats, poultry, fowl or exotic animals are not permitted. The storage of rubbish, debris, junk, post construction building materials, or collectibles shall not be permitted on the Property unless kept within a barn or outbuilding and out of view.

22. SERVICE YARDS: All garbage receptacles, heat pumps, water pumps, fuel tanks, permanent generators, clothes lines, wood piles, and other unsightly objects must be placed or stored behind landscape, fences or screened-in areas to conceal them from view from surrounding roads and adjacent properties.

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

24. SIGNS: No owner shall display or cause or allow to be displayed to public view any sign, placard, poster, billboard or identifying name or number upon any residence except as may be allowed by the Committee. No builder or real estate agency's sign may remain on a lot for more than thirty (30) days after completion of the house or the sale of the home or sale of a lot. No signs are allowed on common areas without specific permission from the Developer.

25. RECREATIONAL PROPERTY: Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind the closed doors or the garage. No motorcycles, motorbikes, mini bikes, go-carts or other similar vehicle and shall be operated on any lot or on the golf course or cart path. No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pickup trucks not to exceed one (1) tone in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. No bicycles permitted on golf course or golf course paths.

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

27. SWING SETS AND SIMILAR STRUCTURES: Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corners of the dwelling.

28. PETS: No animals shall be kept except that cats, dogs, rabbits, hamsters or caged bird may be kept in reasonable numbers as pets. All pets shall be kept in fenced areas or on leashes.

29. PARKING: All owners and residents must make provisions for off-street parking of individual vehicles.

30. TENNIS COURTS: No tennis courts shall be constructed on any lot.

31. BIRD SANCTUARY: All property is designated as a bird sanctuary.

32. DEVELOPER'S DISCLAIMER: Developer, and its successors and assigns, its agents, consultants and employees, hereby disclaim any and all warranties, express or implies, of good workmanship, design, habitability, quality, fitness for any particular purpose or merchantability or any representation concerning same, and so warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made

or approved by Developer, or its nominees, and Developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer, whether granted or denied. All future owners shall be responsible for determining the suitability of a lot for construction.

33. EASEMENT AND SET BACK: Lots 1, 20, 21, 22, 23, 37 are sold subject to the Association Landscape Management easement and set back shown on the Oaks at Woodfin Ridge Plat recorded in Plat Book 169 page 469. The Association shall have an irrevocable easement empowering Association to perform all maintenance and repairs to the landscape at the discretion of the Developer, its Successors and Assigns.

ARTICLE III EASEMENTS:

1. GOLF COURSE EASEMENT: The Developer reserves to itself and for the benefit of Woodfin Partners, LLC. A perpetual, non-exclusive right and easement over and across that portion to the golf course or any other property of Newman & Sims Development, Inc. extending back into such lot for a uniform distance of twenty (20') feet. This easement may be reduced if approved by the Developer depending upon lot depth. No construction or structure of any kind, including fences, shall be allowed within the golf course easement without the express prior written approval of the Developer and of Woodfin Partners, LLC. This reserved right and easement shall permit, but shall not obligate, the Developer, or Woodfin Partners, LLC. to go upon such property to maintain or landscape and to discharge water across the area encumbered by such easement. Such maintenance and landscaping may include planting of grass, watering, application of fertilizer, mowing and the removal of underbrush, stumps, trash or debris and trees of less than ten (10") inches in diameter at a level one (1') foot above ground level.

2. GOLFER'S EASEMENT: All property adjacent to or near the golf course shall be subject to the right and easement on the part of registered golfers and their caddies to enter upon such property to remove a ball or to play a ball, subject to the official rules of the golf course. Such entering and playing shall not be a trespass; provided, however, that after a home is substantially completed, entry shall be limited to the recovery of balls only and not to play. The easement hereby reserved is limited in the following particulars: (1) no golf carts or other vehicle shall be permitted upon the area covered by the easement; (2) no golfer or caddie shall spend an unreasonable amount of time upon the easement area; and (3) no golfer or caddie shall commit a nuisance nor engage in any annoying, disturbing, or boisterous conduct. Notwithstanding the foregoing, Newman & Sims Development, Inc. and Woodfin Partners, LLC. may in its discretion impose more restrictive rules and regulations regarding the playing and recovery of balls on property adjacent to or near the golf course.

**ARTICLE IV
CLUB MEMBERSHIP:**

1. MINIMUM MEMBERSHIP: Each home owner/land owner will be required to be at least a social member of the club. The social membership fee will be the current rate that is charged by the Club. This membership will include amenities such as pool, tennis, clubhouse, etc. This is not a golf membership.

2. MULTIPLE LOT OWNERS/BUILDERS: Multiple lot owners or builders will not be required to activate memberships until house or lot is sold, up to a one (1) year period. Approval in writing from the Developer may extend this time period where necessary.

**ARTICLE V
MEMBERSHIP AND VOTING RIGHTS:**

A. MEMBERSHIP: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity, who holds such interest as a security for the performance of an obligation, shall not be a member.

B. VOTING RIGHTS: The Association shall have two (2) classes of voting

Membership as follows:

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

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

- (a) When the Developer deems necessary to turn over his rights to the said Association; or

(b) January 1, 2025.

**ARTICLE VI
PROPERTY RIGHTS IN COMMON PROPERTIES:**

A. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The Developer for each lot owned by it within The Oaks at Woodfin Ridge, Section I hereby covenants and each owner of any Lot by acceptance of a deed to a Lot within The Oaks at Woodfin Ridge, Section 1, whether or not is shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (1) Expenses for the maintenance, upkeep and improvement of the Common Properties.
- (2) Payment for services in connection with the maintenance, upkeep, and improvements of the Common Properties, including utilities, taxes, water usage and other reasonable and necessary expenses.
- (3) Maintenance, upkeep, repair and/or replacement of the sprinkler system within the Common Properties.
- (4) Maintenance, upkeep, repair and/or replacement of the permanent retention pond within the subdivision.
- (5) For the payment of services for any street lighting undertaken and accepted by the Association.
- (6) For the payment of expenses related to the upkeep, maintenance and replacement of signs identifying the subdivision, containing street names or other safety signs, if any.
- (7) For any other purpose, cost or expense, including management fees reasonably related to the performance of any duty or responsibility to the Association as determined by the Board of Directors of said Association in accordance with the Bylaws or these restrictions.

B. BASIS AND MAXIMUM OF ANNUAL ASSESSMENT: Beginning January 1, of each year the annual assessment shall become due. The Developer, until the Board of the Association has been dally elected and thereafter the Board of the Association, shall after consideration of current maintenance cost and future needs of the Association, fix the assessment for any year at an amount necessary to operate the association in accordance with acceptable business practices and guidelines set forth in

this declaration. Lots owned by the Developer shall be exempt from annual assessments until such time as ownership is transferred to any other party or until the dwelling on the lot is occupied. Such exemption shall not affect the Developers voting rights in the Association. The developer shall fund such amount necessary to pay approved expenses in excess of the amount collected by the Association until the date Class B membership ceases.

C. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

D. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENT: Subject to the limitations in paragraph B above, and for the periods therein specified, the Association may change the maximum and basis of assessments fixed by paragraph C hereof prospectively for any such period provided that any change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least (30) days in advance and shall set forth the purpose of the meeting.

E. QUORUM OF ANY ACTION AUTHORIZED UNDER PARAGRAPH D AND E: The quorum required for any action respecting authorized by paragraph D and E hereof shall be the Members present at a meeting duly called and convened pursuant to paragraph D and E hereof.

F. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES: The annual assessments provided herein shall commence January 1 of each year. The annual assessments provided herein shall begin and become due upon the transfer of the first lot and on January of each year thereafter. Until this time, the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any such special assessment under paragraph 36D hereof shall be fixed in the resolution authorizing such assessment. At the initial closing of the lot sold by the Developer, the pro-rated portion of any annual assessment shall be collected from the buyer at closing and paid to the Association.

G. DUTIES OF THE BOARD OF DIRECTORS: The Board of Directors of the Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster on the properties and assessments applicable thereto which shall be kept in the office of the Association and

shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment therein stated to have been paid.

H. EFFECT OF NON-PAYMENT OF ASSESSMENTS; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION: If the assessments are not paid on the dates when due (being the dates specified in paragraph F above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, becoming a continuing lien upon the property, which shall bind such property in the hands of the Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at a rate on one and one-half (1.50%) percent per month. (ANNUAL PERCENTAGE RATE— 18%) from the delinquency date. The Association may bring an auction at laws against the Owner personally obligated to pay the same on an action to foreclosure the lien against the property. And there shall be added to the amount of such assessment, the interest thereon as above provided plus reasonable attorney's fee and the costs of the action.

I. LIEN OF ASSESSMENTS IN SUBORDINATE TO RECORDED MORTGAGES: The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not effect the assessment lien, provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

J. COLLECTION OF MAINTENANCE ASSESSMENTS: It is the intent of the Developer by virtue of executing and recording this document to provide additional and final notice as to the existence of the aforesaid maintenance assessments including the fact that their nonpayment constitutes a lien against the property and causes late charges to accrue and in the event legal action is required for reimbursement of all cost and expenses thus incurred including a reasonable attorneys fee. Furthermore a provision is also made that in the event of a sale of a lot or lots, and the nonpayment at that time of any unpaid maintenance assessments, including this they have accrued prior to the date if the sale including late charges if any for their collection from the new owner who will likewise be subject to suit, and will also have to pay all cost and expenses of resale of any property covered by the aforesaid protection covenants, the Developer's representative, presently Hinson Management, Inc. located at P.O. Box 160207, Boiling Springs, SC 29316, 564-599-9019, should be contacted, to determine if there are any

unpaid assessments and, if so, the amount owed, and any pro-ratio to those assessments that should be collected at the time of sale.

ARTICLE VII

1. ENFORCEMENT BY HOMEOWNERS ASSOCIATION: Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Association shall have standing to enforce the within restriction, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the Bylaws of the Association adopted in accordance with the terms thereof.

2. TERMS OF ENFORCEMENT AND AMENDMENTS: The covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until October 1, 2040, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in The Oaks at Woodfin Ridge, Section I agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the Owners owning at least two-thirds (2/3) of the Lots in The Oaks at Woodfin Ridge, Section I. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

3. EFFECT OF COVENANTS AND ENFORCEMENT: Each owner, tenant and guest, their successors, heirs, and assigns, and all others who take interest in land or realty with The Oaks at Woodfin Ridge, Section I do promise, covenant and undertake to comply with each provision of these Covenants which provisions are:

- (A) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot is granted, devised, or conveyed, whether or not set forth or referred to in such deed or other instrument;
- (B) shall be virtue or acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;
- (C) shall be deemed a real covenant by the Developer for itself, its Successors and assigns and also an equitable servitude, running in

each case, both as to burdens and benefits with and upon the title to each lot;

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

WHO MAY ENFORCE: The benefits and burdens of these covenants run with the land at law and in equity, and the Developer and the Association, their respective successors and assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation or breach in any event.

4. AGAINST WHOM MAY THE COVENANTS BE ENFORCED: The obligation and benefits prescribed by this Instrument shall run with the property and shall be enforceable against any owner, his heirs, successors and assigns, and any other person whose activities bear a relation to (including omissions and failures to act) which constitute violations or attempts to violate contravene the terms hereof.

5. ENFORCEMENT REMEDIED: In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) prevent any act, conduct, business or use which is in breach of these covenants; (5) to compel any affirmative act which, pursuant to the covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party. The Association shall have the further right to assess a daily penalty of \$25.00 against any property owner activity and knowingly violating the terms and conditions of the Covenants. The property owner will have ten (10) days from the date of such written notice to rectify the violation. Should the property owner not comply with the terms and conditions of the Covenants within the aforementioned ten-day period, the daily \$25.00 penalty shall attach to the property of the eleventh day and continuing. This penalty will accrue at a rate of \$25.00 per day until such time the property owner demonstrates full compliance with the terms and conditions of the Covenants. All monetary penalties assessed if not satisfied, shall be collected in the same manner and under the same terms as Assessments set forth in Paragraph H. Any such monetary penalty shall be paid directly to the Association.

The assessment of a monetary penalty shall be an additional remedy, and the Association shall retain the use of any and all other enforcement rights noted in the

Covenants. The utilization of any one particular enforcement remedy shall not continue a waiver of any other remedies.

6. MISCELLANEOUS:

A. NO WAIVER: Failure to enforce any provision of this instrument for any period of time by the Developer, the Association, or any owner shall not be deemed a waiver or estoppels of the right to enforce same at any time thereafter.

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

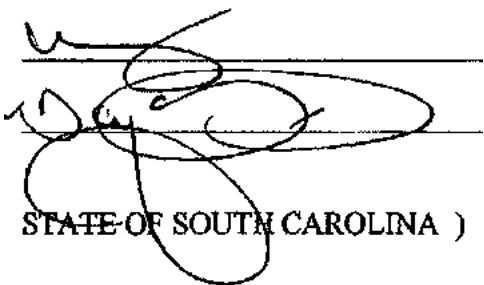
C. BOARD AUTHORIZATIONS: All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its Bylaws, unless the terms of this instrument provide otherwise. The Board is empowered to adopt rules and regulations so long as these rules and regulations are consistent with this declaration.


D. GENDER, TENSE, NUMBER AND APPLICABILITY OF DEFINITIONS: When necessary for proper construction, the masculine form of any word used herein shall include the feminize or neuter gender and the singular, the plural and visa versa, and words used in the present tense shall include the future tense.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 7th day of May, 2015.

IN THE PRESENCE OF:

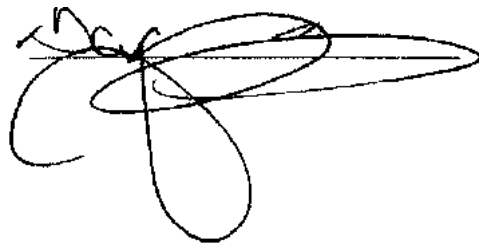

STATE OF SOUTH CAROLINA)

Newman & Sims Development

Newman & Sims Development, Inc.
by: L. Allen Newman, President

) PROBATE

COUNTY OF SPARTANBURG)

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



SWORN to before me this 7th
Day of May, 2015
[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 4-30-22

DEE-2020057636 Recorded 18 on 12/14/2020 12:58:19 PM Recording Fee: \$25.00 Office of REGISTER OF DEEDS, SPARTANBURG, S.C. DOROTHY EARLE REGISTER OF DEEDS BK:DEE 130-H PG:196-213

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

(Cross Reference: Book 70 Page 92; Book 72V Page 751; Book 84G Page 987; Book 92C Page 540)

WHEREAS, Newman & Sims Development, Inc. (the “*Developer*”) made the following Declarations for Woodfin Ridge Subdivision: Restrictions for Woodfin Ridge Phase 1, recorded on September 24, 1999, in the Office of the Register of Deeds for Spartanburg County in Deed Book 70S at Page 92; Restrictions for Woodfin Ridge Phase II, recorded on October 20, 2000, in the Office of the Register of Deeds for Spartanburg County in Deed Book 72V at Page 751 and re-recorded on January 17, 2001, in Deed Book 73F at Page 915; Restrictions for Woodfin Ridge Section/Phase IV, recorded on November 2, 2005, in the Office of the Register of Deeds for Spartanburg County in Deed Book 84G at Page 987; and Restrictions for Woodfin Ridge Section/Phase IVA, recorded on August 22, 2006, in the Office of the Register of Deeds for Spartanburg County in Deed Book 92C at Page 540, (collectively as amended and supplemented the “*Declarations*”); and

WHEREAS, the Declarations established the Woodfin Ridge Homeowner's Association, Inc. (the “*Association*”).

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Board of Directors hereby adopt the following Bylaws for the Association.

BYLAWS OF
WOODFIN RIDGE HOMEOWNER'S ASSOCIATION, INC.
a South Carolina Nonprofit Mutual Benefit Corporation

ARTICLE 1
NAME, PRINCIPAL OFFICE, DEFINITIONS AND DECLARATION

Section 1.1 Name. The name of the corporation is Woodfin Ridge Homeowner's Association, Inc. (the “**Association**”). No person, committee or group of Members, other than those elected by the Membership, or appointed by the Board of Directors, shall use in their name the name “Woodfin Ridge Homeowner’s Association” or any variant thereof, or any other names, words or phrases that would tend to give the general public or the membership the impression that the Member, committee or group of Members is speaking for or on behalf of the Association.

Section 1.2 Principal Office. The Association shall designate and maintain a principal office in accordance with requirements of the South Carolina Nonprofit Corporation Act of 1994 (S.C. Ann. §§ 33-31-101, *et seq.*)(the “Act”), but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors from time to time or as otherwise provided in these Bylaws.

Section 1.3 Definitions. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Restrictions for Woodfin Ridge Phase I, Restrictions for Woodfin Ridge Phase II, Restrictions for Woodfin Ridge Section/Phase IV, and Restrictions for Woodfin Ridge Section/Phase IV A, unless the context indicates otherwise.

Section 1.4 Declaration. The Declarations are hereby incorporated herein by this collective reference and made part hereof.

ARTICLE 2

PURPOSES AND POWERS

Section 2.1 Purposes. The Association shall have the purpose of engaging in any lawful activity; however, without limiting the generality of the foregoing, some of the primary functions of the Association include: (1) to perform those rights, powers, obligations, and functions of the Association set forth in the Declaration; and (2) to generally promote the health, safety, and welfare of the Owners and residents of the Community.

Section 2.2 Powers. The Association shall have the power to do all things necessary or convenient, not inconsistent with law, to carry out its affairs and to further the activities and affairs of the Association, including, without limitation:

- (a) All powers, rights, and privileges which a corporation incorporated under the Act may now or hereafter have or exercise; and
- (b) All powers, rights, and privileges provided to the Association in the Declaration or Articles of Incorporation.

ARTICLE 3

MEMBERSHIP

Section 3.1 Membership. Membership in the Association shall be as set forth in Declaration, and the provisions of the Declaration pertaining to membership are specifically incorporated herein by this reference. The Association shall have two classes of membership, Class A and Class B.

- (a) **Class A:** Class A members shall be all Owners with the exception of the Developer and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and shall be entitled to rights of membership and of the use and enjoyment appurtenant to such ownership. In

no event shall more than one vote be cast with respect to any such Lot. Any Owner of a Lot which is leased, if leasing is allowed, may assign his voting right to the tenant, provided that a copy of the assignment is furnished to the Secretary of the Association prior to any meeting at which the tenant exercises the voting right.

- (b) **Class B:** The Class B member(s) shall be the Developer and any successor or assign of Developer who takes title to all or a portion of the Property for the purpose of development and sale and who is designated as a successor developer in a recorded instrument. "**Property**" shall mean and refer to those certain lands, including but not limited to, the Lots, streets or road rights-of-way and Common Areas, subjected to the Declarations, together with such additional lands as may be subjected to the Declarations as provided therein. Developer shall be entitled to three (3) votes for each Lot owned. The Class B Member shall also be entitled to appoint all of the members of the Board of Directors during the "**Class B Control Period**" (herein so called), which shall be deemed to run from the date the Declarations were recorded in the office of the Register of Deeds for Spartanburg County, South Carolina, until terminated as set forth below. After termination of the Class B Control Period, the Class B Member shall have a veto power over all actions of the Board of Directors and any committee provided in the Bylaws of the Association, so long as the Developer owns any portion of the Property. Such veto power may only be exercised in good faith. The Class B Control Period shall cease when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership. Class B membership shall cease and be converted to Class A membership when the Developer no longer owns any of the Property.

ARTICLE 4

MEETINGS OF MEMBERS; VOTING; NOTICE OF MEETINGS OF MEMBERS

Section 4.1 Annual Meeting. A meeting of Members shall be held annually, and the annual meeting of the Members shall be held at a time, date, and place established by the Board of Directors, but no annual meeting of the Members shall be scheduled on a legal holiday. The first annual meeting of Members shall be held within one year following the date of incorporation. At each annual meeting:

- (1) The President and Treasurer shall report on the activities and financial condition of the Association;
- (2) An election of Directors shall occur in accordance with Section 6.3 of these Bylaws after termination of Class B Control Period; and
- (3) Subject to the provisions of the Act requiring prior notice before certain matters may be brought before the Members at the annual meeting (including, without limitation, S.C. Code Sections 33-31-705(b) and 33-31-705(c)(2)), the Members may consider and act on any matters or business that may properly come before the annual meeting.

Notice of the annual meeting shall be given in accordance with Section 4.3 hereof.

Section 4.2 Special Meetings.

a) Special meetings of the Association's Members may be called by the Board of Directors and shall be held at a time, date, and place established by the Board of Directors. In the event that the number of Directors falls below three (3) for any reason, special meetings of the Members may be called by any officer or Director of the Association during any such period and shall be held at a time, date, and place established by the person(s) calling the special meeting.

b) Additionally, the Association shall hold a special meeting of the Members if the holders of at least five percent (5%) of the total eligible votes of the Association sign, date, and deliver to any officer of the Association a written demand for a special meeting describing the purpose or purposes for which it is to be held. If a proper demand is made, the Board of Directors shall have the right to set the time, date, and place of the special meeting, and the Association shall cause notice of the special meeting to be given within thirty (30) days of the date that the written demand was delivered to an officer of the Association. If the Board of Directors does not cause notice of the special meeting to be given within thirty (30) days after the demand is delivered to an officer of the Association, a person signing the demand may thereafter set the time, date, and place of the meeting and give notice thereof in accordance with Section 4.3 hereof.

c) Notice of special meetings of Members shall be given in accordance with Section 4.3 c) hereof. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.

Section 4.3 Notice of Meetings of Members; Waiver of Notice.

a) Notice of Meetings of Members – In General. Written notice specifying the time, date, and place of a meeting of Members and, if required by the Act, the Articles of Incorporation, the Declaration, or these Bylaws, specifying the purpose or purposes for which such meeting was called, shall be given to all Members of record by depositing the same in the United States Mail, with first class postage affixed/prepaid, at least fifteen (15) days, but not more than sixty (60) days before the meeting date, addressed to the Member's address recorded with the Greenwood County Tax Assessor's Office.

b) Annual Meeting of Members. Unless the Act¹, these Bylaws, the Declaration, or the Articles of Incorporation require otherwise, notice of the annual meeting of Members need not include a description of the purpose for which the meeting is called.

¹ Members, Directors, and officers are hereby alerted that the Act does require the notice of the annual meeting to include a description of certain particular types matters that must be approved by the Members (including, without limitation, those matters identified in S.C. Code Section 33-31-705(c)(2)) and to identify certain particular types of actions to be taken at the annual meeting as a purpose or purposes of the annual meeting. Therefore, the Act should be consulted accordingly to ensure that proper notice is given.

c) Special Meeting of Members. The notice of a special meeting of Members must state the purpose or purposes of the meeting. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.

d) Waiver of Notice. A Member may waive notice of a meeting before or after such meeting. The waiver must be in writing, be signed by the Member, and be delivered to the Association for inclusion in the minutes of the meeting. Further, a Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. Additionally, a Member's attendance at a meeting waives objection to consideration of a particular matter at the meeting on the basis of improper notice of that particular matter (i.e., that such matter was required to be described in or identified as a purpose of the meeting in the meeting notice, but such matter is not within the purpose(s) described in the meeting notice), unless the Member objects to considering the matter when it is presented.

Section 4.4 Record Date for Meetings. Members at the close of business on the business day preceding the day on which the meeting notice is first *transmitted* to any Member are entitled to notice of the meeting. For purposes of this Section 4.4, notice shall be deemed to be "*transmitted*" (even if different than the effective date of notice under Section 5.2) on the date when deposited in the United States Mail in accordance with Section 5.1. Members on the date of the meeting who are otherwise eligible to vote shall be entitled to vote at the meeting.

Section 4.5 Adjournment of Meeting of Members; Notice of Adjourned Meetings. Any meeting of Members, whether or not a quorum is present, may be adjourned to a different date, time, and/or place. In the event that a quorum is not present, the meeting of Members may be adjourned to a different date, time and/or place by the affirmative vote of a majority of the votes represented at the meeting. If a quorum is present, action to adjourn to a different, date, time, and/or place shall be approved in accordance with Section 4.8. Notice need not be given of the new date, time and/or place, if the new date, time, and/or place is announced at the meeting before adjournment, provided that the meeting is adjourned to a date not more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting. Members on the date of the adjourned meeting who are otherwise eligible to vote shall be entitled to vote at the adjourned meeting. If the meeting is adjourned to a date more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting, notice of the adjourned meeting must be given in accordance with Section 4.3 and the record date for such notice shall be established in accordance with Section 4.4.

Section 4.6 Members' List for Voting. After fixing a record date for notice of a meeting, the Board of Directors shall prepare an alphabetical list of the names of all Members who are entitled to notice of the meeting and shall list the Members by classification of membership. The list must show the address and number of votes each Member is entitled to vote at the meeting. The Board of Directors shall prepare on a current basis through the time of the membership meeting a list of Members, if any, who are entitled to vote at the meeting but not entitled to notice of the meeting. This list must be prepared on the same basis and be part of the list of Members. The list of Members must be made available for inspection in accordance with the Act.

Section 4.7 Quorum for Membership Meetings. Except as otherwise provided by these Bylaws, the Articles of Incorporation, the Declaration, or the Act, the presence at a meeting, whether in person or by proxy, of Members representing ten percent (10%) of the total eligible votes in the Association entitled to be cast at the meeting shall constitute a quorum for the transaction of business. For each matter voted on, a quorum must exist at the time the matter is voted on.

Section 4.8 Voting Requirements. Unless these Bylaws, the Articles of Incorporation, the Declaration or the Act require a greater vote, if a quorum is present, the following vote is required to constitute approval by or an act of the Members: (1) the affirmative vote of the majority of votes cast; and (2) such affirmative votes must also constitute a majority of the required quorum. Members entitled to vote on a matter shall have as many votes as specified in the Declaration.

With respect to Class A Members, if a Lot is owned by more than one record owner, the vote for such Lot shall be cast as such record owners determine among themselves, and the following shall apply:

- (1) If only one votes, the vote binds all.
- (2) If more than one votes:
 - a. If the votes cast are the same in all respects, then they collectively constitute the one (1) vote for the Lot on that matter.
 - b. If the votes cast differ in any respect, the vote for the Lot on the matter shall be deemed to be void and shall be treated as an abstention on the matter.
- (3) No vote attributable to a Lot may be split or fractionally cast.

Section 4.9 Proxies. At all meetings of Members, Members may vote in person or by proxy. All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact. An appointment of a proxy is effective when received by the Secretary (or other officer or agent authorized to tabulate votes). An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form. However, no proxy shall be valid for more than three (3) years from the date of execution. An appointment of a proxy is revocable by the Member. An appointment of a proxy is revoked by the person appointing the proxy: (i) attending any meeting and voting in person, or (ii) signing and delivering to the Secretary (or other officer or agent authorized to tabulate votes) either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form. The death or incapacity of the Member appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary (or other officer or agent authorized to tabulate votes) before the proxy exercises authority under the appointment.

Section 4.10 Action by Written Consent. Unless otherwise limited or prohibited by the Declaration, these Bylaws, the Articles of Incorporation, or the Act, any action required or

permitted to be approved by the Members may be approved without a meeting if the action is approved by Members holding at least eighty percent (80%) of the total eligible votes in the Association entitled to be cast on the matter. The action must be evidenced by one or more written consents describing the action taken, signed by those Members representing at least eighty percent (80%) of the total eligible votes in the Association entitled to be cast on the matter, and delivered to the Association for inclusion in the minutes or filing with the corporate records. The record date for determining Members entitled to take action without a meeting under this Section is the date the first Member signs the written consent to such action. Written notice of Member approval pursuant to this Section must be given to all Members who have not signed the written consent. If written notice is required, Member approval pursuant to this section is effective ten (10) days after the written notice is given. Such written notice shall be effective in accordance with Section 5.2 hereof.

Section 4.11 Action by Written or Electronic Ballot. Unless limited or prohibited by the Declaration, these Bylaws, the Articles of Incorporation, or the Act, any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written or electronic ballot to every Member entitled to vote on the matter. A written or electronic ballot shall: (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action. Approval by written or electronic ballot pursuant to this Section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written or electronic ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Association in order to be counted. A written or electronic ballot may not be revoked.

Section 4.12 Conduct of Meetings. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

Section 4.13 Failure to Hold Meetings. The failure to hold an annual meeting at a time stated in or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

ARTICLE 5

NOTICE

Section 5.1 Methods of Notice. Notice of meetings of Members shall be given in the manner as specifically provided in Article 4. Otherwise, unless the Act, these Bylaws, or the Articles provide specific notice requirements for particular circumstances, any other notice required or permitted to be given by these Bylaws, the Articles of Incorporation, or the Act may be given by mail.

Section 5.2 Effective Date of Notice. Any notice required or permitted to be given by these Bylaws, the Articles of Incorporation, or the Act shall be effective as follows:

- a) Written notice, if in a comprehensible form, is effective at the earliest of the following:
- i. when received;
 - ii. five days after its deposit in the United States mail, if mailed correctly addressed and with first class postage affixed;
 - iii. on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee;
 - iv. fifteen days after its deposit in the United States mail, if mailed correctly addressed and with other than first class, registered, or certified postage affixed.

Unless the Declaration provides otherwise, any notice required to be given by the Declaration shall be effective as provided in this Section 5.2.

Section 5.3 Address for Notice. Written notice is correctly addressed to a Member if addressed to the Member's address recorded with the Greenwood County Tax Assessor's Office.

ARTICLE 6

BOARD OF DIRECTORS

Section 6.1 Number and Qualifications. The Board of Directors shall have the ultimate authority over the conduct and management of the business and affairs of the Association. The Board of Directors shall be composed of not fewer than three (3) Directors, nor greater than seven (7), each of whom shall be an Owner and Member in good standing, in the discretion of the Board, of the Association, in order to seek election to, or continue to hold a position on, the Board of Directors. The number of Directors shall be fixed by the Members from time to time; provided, however, no reduction in the number of Directors shall have the effect of shortening the term of any incumbent Director.

Section 6.2 Nominations. The Board shall appoint a Nominating Committee to nominate candidates for election to each position on the Board of Directors which is to be filled by the Members. The Nominating Committee shall consist of a Chairman, who shall be a Director, and at least two (2) Members. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed, and such appointment shall be announced in the notice of each election. The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine.

Nominations for any position may also be permitted from the floor at any meeting at which an election is to be held. Each candidate shall be given a reasonable, uniform opportunity to

communicate his or her qualifications to the Members and to solicit votes.

Section 6.3 Election and Term of Office.

- a) Election Generally. During Class B Control Period, as defined herein, the Class B Member shall be entitled to appoint all members of the Board of Directors. At each annual meeting of the Association following termination of the Class B Control Period, each Member may cast one (1) vote per Lot owned with respect to each vacancy on the Board. There shall be no cumulative voting. A Director shall be elected by the Members for a term of one (1) year. Each Director shall thenceforth serve until the following annual meeting of the Association or until their successors are elected and qualified. Directors may be elected to serve any number of consecutive terms.
- b) Election by Acclamation. If the number of vacancies on the Board is equal to the number of qualified candidates, the President or chair, after ensuring that no Members wish to make further nominations from the floor, may declare that the nominees are elected by unanimous consent.
- c) Election by Written Ballot. In the event that election of Directors at the annual meeting cannot occur due to lack of quorum or otherwise, Directors may be elected by written or electronic ballot pursuant to Section 4.11.

Section 6.4 Removal or Resignation. Any Director appointed by the Class B Member may be removed by the Class B Member with or without cause until the termination of the Class B Control Period. Any Director elected by the Members may be removed from the Board of Directors, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the total eligible votes in the Association at a meeting of the Members called for the purpose of removing the Director, provided that the meeting notice state that the purpose, or one of the purposes, of the meeting is removal of the Director. Removal of a Director may not be done by the Members by written consent or written or electronic ballot in lieu of meeting of the Members.

Any Director who is not in good standing with the Association, or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so), may be immediately removed from the Board of Directors by the remaining Directors and replaced in accordance with these Bylaws.

A Director may resign at any time by delivering written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at a time later specified therein, and unless specified therein.

Section 6.5 Vacancies. Vacancies in the Board of Directors (caused by any reason other than the removal of a Director by a vote of the Members) shall be filled by a vote of a majority of the remaining Directors, even though the Directors present at such regular or special meeting of the Board may constitute less than a quorum. Each person so elected shall be a Director for the

remainder of the term of the individual being replaced and until a successor shall be elected at the next annual meeting of the Association.

A vacancy on the Board of Directors shall not affect the validity of any decision made or action taken by the remaining Directors, so long as there are at least three (3) Directors on the Board at the time of the decision or action.

Section 6.6 Meetings of Directors.

- a) Organizational Meeting. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as the Board shall fix.
- b) Regular meetings. Regular meetings of the Board of Directors shall be held quarterly, or more frequently, and at dates, times and places determined by a majority of the Board of Directors. Without the approval of all of the Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.
- c) Special meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) Directors, after not less than two (2) days' notice is given, either personally, by mail, or by telephone, to each Director, unless waived in writing signed by the Director or by attendance of the meeting without objection or participation.
- d) Executive session. The Board may hold executive sessions in a regular or special meeting from which others are excluded, by affirmative vote of two-thirds of the Directors present at a meeting. A motion to go into executive session shall indicate the nature of the business of the executive session, and no other matter shall be considered in the executive session. No formal or binding action may be taken in executive session and no minutes shall be taken. An executive session may be held only to:
 - i. Consult with the Association's lawyers concerning legal matters;
 - ii. Discuss existing or potential litigation or mediation, arbitration or administrative proceedings;
 - iii. Discuss labor or personnel matters;
 - iv. Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids of proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or

- v. Prevent public knowledge of the matter to be discussed if the Board determines that public knowledge would violate the privacy of any person.

Section 6.7 Participation by Telecommunications. Any Director may participate in, and be regarded as present at, any meeting of the Board of Directors by means of conference telephone or any other means of communication by which all parties participating in the meeting can hear each other at the same time.

Section 6.8 Quorum. A majority of the Directors in office immediately before the meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 6.9 Action. Every act or decision authorized by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors. Directors shall not vote by proxy.

Section 6.10 Action without Meetings. To the fullest extent permitted by the Act, the Board of Directors may take action without a meeting by written consent as to such matters and in accordance with such requirements and procedures authorized by the Act. Unless otherwise permitted in the Act, such written consent must be signed by all Directors and be included in the minutes filed with the corporate records reflecting the action taken.

Section 6.11 Compensation. Directors shall not receive compensation for service on the Board of Directors.

Section 6.12 Obligation of Confidentiality. Each Director shall have a continuing obligation to keep confidential any private or privileged information made available to the Director pursuant to his or her role on the Board.

Section 6.13 Powers and Duties of Board.

- a) **General Authority.** The Board shall be responsible for conducting the affairs of the Association and shall be authorized to exercise all rights and powers of the Association and to do all acts and things on behalf of the Association except those as to which the Declaration, the Act or the Articles of Incorporation specifically require to be done or approved by the Members generally. The Board shall have all powers necessary for the administration of the Association, including but not limited to, the following specifically enumerated powers:
 - i. After termination of Class B Control Period, appoint committees, including an Architectural Review Committee, by resolution to delegate the powers and duties appurtenant thereto, subject to the terms of the Declaration;
 - ii. Adopt, amend and publish Rules and Regulations governing the Property and

establish enforcement procedures and fines for the infraction thereof;

- iii. Suspend the voting rights of a Member during any period in which the Member shall be in default in the payment of any assessment, charge, fine or other cost levied by the Association or for any other violation of the Declaration, the Architectural Guidelines or the Rules and Regulations;
 - iv. Suspend the right to use the recreational facilities or amenities on the Common Areas and the services provided by the Association, if authorized by the Declaration;
 - v. Declare the office of a Director to be vacant in the event such Director resigns or is removed pursuant to Sections 6.4 and 6.5;
 - vi. Employ a manager or other contractor, agent or employee of the Association and prescribe their duties; and
 - vii. Levy and collect assessments, Costs of Collection, and applicable attorney's fees from the Owners in accordance with the Declaration;
- b) Duties. The Board shall be responsible for all duties prescribed by the Declaration, the Act, or other South Carolina or Federal law as well as the following, without limitation:
- i. Prepare and adopt, in accordance with the Declaration, an annual budget;
 - ii. Provide for the operation, care, upkeep and maintenance of the Common Areas;
 - iii. Enforce the provisions of the Declarations, Bylaws, Rules and Regulations and Architectural Guidelines, if any, subject to the discretion of the Board provided in Section 6.14; and
 - iv. Obtain and carry property and liability insurance, and pay the cost thereof and adjust claims, as appropriate.

Section 6.14 Discretion. The Board of Directors may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commence an action for violation of the Declaration, these Bylaws and the Rules and Regulations of the Association, including whether to compromise any claim for unpaid Assessments or other claims made by or against it. The Board shall not have a duty to take enforcement action if it determines, in good faith, that under the facts and circumstances presented:

- a) The Association's legal position does not justify taking any or further enforcement action;

- b) The covenant, restriction or Regulation being enforced is, or is likely to be, construed as inconsistent with the law;
- c) Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- d) It is not in the Association's best interest to pursue an enforcement action.

The Board's decision not to pursue enforcement under one set of circumstances shall not prevent the Board from taking enforcement under another set of circumstances, but the Board shall not be arbitrary or capricious in taking enforcement action.

ARTICLE 7 **OFFICERS**

Section 7.1 Designation. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time by resolution create. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 7.2 Appointment and Term. The Board shall appoint the Association's officers at the first Board meeting following each annual meeting of the Members, to serve until their successors are appointed.

Section 7.3 Removal or Resignation of Officers. Any officer may be removed from office, with or without cause, by a majority vote of the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.4 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 7.5 Powers and Duties of Officers. The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose upon them. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 7.6 Special Appointments. The Board of Directors may appoint such other officers, agents, or entities to perform duties on behalf of the Association. The Board of

Directors shall determine, in its sole discretion, the authority and duties of such appointees and shall have the authority to remove them in its sole and absolute discretion.

Section 7.7 Compensation of Officers. No officer shall receive any compensation from the Association for his or her service as an officer.

ARTICLE 8

ADMINISTRATION

Section 8.1 Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as the Board may designate by resolution.

Section 8.2 Bonds. At the discretion of the Board of Directors, fidelity bonds may be required on all Directors, Officers and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Board, but if it is determined that bonds are to be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

Section 8.3 Management Agent. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making or decision-making authority or ultimate responsibility for those duties set forth in Section 6.13(b).

ARTICLE 9

ACCOUNTING AND FINANCIAL MATTERS

Section 9.1 Fiscal Year. The fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

Section 9.2 Deposits. All funds of the Association shall be treated as the separate property of the Association and shall be deposited in a bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors. Withdrawal of funds shall only be by checks signed by such persons as are authorized by the Board of Directors.

Section 9.3 Reserve. In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall have the option, in its sole discretion and without notice to the Members, to replenish (in whole or in part) or not to replenish said reserve account(s).

Section 9.4 Borrowing Funds. The Association shall have the power to borrow money for any legal purpose; provided that Members representing at least fifty-one percent (51%) of the total eligible votes of the Association shall have approved such action.

ARTICLE 10 COMMITTEES AND ARCHITECTURAL REVIEW COMMITTEE

Section 10.1 Committees Generally. During Class B Control Period, the Class B Member shall establish and appoint persons to serve on the Architectural Review Committee in accordance with the Declaration, as well as any other committee in the discretion of the Class B Member. After termination of the Class B Control Period or upon such time as the Class B Member shall voluntarily assign its rights to appoint persons to serve on the Architectural Review Committee, the Board of Directors may from time to time by resolution, designate and delegate authority to one or more committees, including, without limitation, an Architectural Review Committee and a Nominating Committee. Any such committee shall serve at the pleasure of the Board and shall be chaired by a Board Member.

Section 10.2 Architectural Guidelines. In accordance with the Declaration, the Architectural Review Committee reserves the right to establish, in its discretion, building, design and landscape guidelines (the "*Architectural Guidelines*"). The Architectural Review Committee shall also have the sole discretion to amend such guidelines from time to time, in its sole discretion. Subject to the ultimate control of the Class B Member during the Class B Control Period and the Board of Directors after termination of the Class B Control Period, the Architectural Review Committee is vested with the legal authority to enforce the Architectural Guidelines.

ARTICLE 11 BOOKS AND RECORDS

Section 11.1 Corporate Records. When consistent with good business practices, any records of the Association required by the Act may be maintained in any format so long as the records can be reproduced in written form in a reasonable time.

Section 11.2 Inspection Rights. The Members shall have only such rights to inspect records of the Association to the extent, and according to the procedures and limitations, prescribed by the Act. The Association may charge reasonable fees for the time and cost incurred in providing the records for inspection or copies of the books and records. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association.

ARTICLE 12 INDEMNIFICATION

Section 12.1 Scope. The Association shall indemnify, defend and hold harmless the Association's Directors and officers to the fullest extent permitted by, and in accordance with the Act. This plan of indemnification shall constitute a binding agreement of the Association for the

benefit of the Directors and officers as consideration for their services to the Association. Such right of indemnification shall not be exclusive of any other right which such Directors, officers, or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any Bylaw, agreement, vote of Members, insurance, provision of law, or otherwise, as well as their rights under this Article 12. The Association shall pay for or reimburse the reasonable expenses incurred by the Director or officer who is a party to a proceeding in advance of a final disposition of the proceeding if the Director or officer complies with the terms of the Act.

Section 12.2 Insurance. The Board of Directors may cause the Association to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Association would have the power to indemnify such person.

ARTICLE 13 **ENFORCEMENT PROCEDURES**

The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Declaration, the Bylaws, the Rules and Regulations and the Architectural Guidelines, if any. To the extent specifically required by the Declaration and the Association's Fine Policy, if any such policy exists, the Board shall provide reasonable notice to the responsible Owner and an opportunity to be heard before imposing fines or other sanctions.

ARTICLE 14 **MISCELLANEOUS**

Section 14.1 Corporate Seal. The Association may have a seal in circular form having within its circumference the name of the Association.

Section 14.2 Amendments.

- a) By Class B Member. During Class B Control Period, as defined herein, the Class B Member may amend these Bylaws without the consent of the Members, their mortgagees, or the Association.
- b) By the Members. These Bylaws may be amended by the affirmative vote of 51% of the total eligible votes in the Association at a duly called annual or special meeting of the Membership.
- c) By the Board of Directors. In addition to the foregoing, the Board of Directors shall, at any time and from time to time, have the right (but not the obligation) to cause the Bylaws to be amended to correct any clerical or scrivener's errors or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time.

Section 14.3 Conflicts.

a) With Articles or Declaration. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

b) With the Act. In case of any conflict with the mandatory provisions of the Act, the mandatory provisions of the Act shall control.

Section 14.4 Interpretation. The Board shall interpret the terms of these Bylaws and its interpretation shall be final.

IN WITNESS WHEREOF, the Board of Directors, by its authorized Officer, has properly adopted these Bylaws on the signature date(s) below (the "Execution Date").

SIGNED SEALED AND DELIVERED
in the presence of:

[Signature]
(witness #1)
[Signature]
(witness #2)

ASSOCIATION:

Woodfin Ridge Homeowners Association, Inc.

By: [Signature] (L.S.)
Name: G. CRAIG SIMS
Title: SFC.

STATE OF SOUTH CAROLINA)
COUNTY OF Spaulding

ACKNOWLEDGMENT

I, Tanner C. Humphries, Notary Public for the State of South Carolina, do hereby certify that the above-signed Officer for **Woodfin Ridge Homeowner's Association, Inc.**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this
9 day of December, 2020.

Tanner C. Humphries (SEAL)
Notary Public for South Carolina
My Commission Expires: 7/25/21