

STATE OF SOUTH CAROLINA) PROTECTIVE COVENANTS,
) RESTRICTIONS AND CONDITIONS
 COUNTY OF SPARTANBURG) OF THE COTTAGES AT TURTLE CREEK

GENERAL DECLARATIONS OF COVENANTS
 AND RESTRICTIONS OF
 THE PROPERTY OWNERS ASSOCIATION AND
 THE DEVELOPER

ARTICLE I

This Declaration is made this 28th day of October 2005, by Wentworth Development LLC, a South Carolina Limited Liability Corporation (hereinafter "Developer")

GENERAL LIMITATIONS

These protective covenants, restrictions and conditions are applicable to THE COTTAGES AT TURTLE CREEK Development as shown upon a plat prepared by Azimuth Control Surveying, said plat being dated July 12, 2005 then revised September 23, 2005 and recorded September 27, 2005 in Plat Book 158 at Page 651 in the Register of Deeds Office for Spartanburg County, South Carolina.

WHEREAS, The Developer deems it desirable to create an Association to which can be delegated and assigned the powers of maintaining and administering common facilities and administering and enforcing the Covenants and Restrictions as well as collecting and disbursing the assessments and charges. The Association hereafter created, shall be incorporated under the laws of the State of South Carolina, as a non-profit corporation, The Cottages at Turtle Creek Homeowners Association of Spartanburg, Inc., (hereinafter "Association") for the purposes of exercising the aforesaid function.

WHEREAS, In order to enhance the aesthetic quality of the development, the natural beauty of the environment, and the overall structural character of the neighborhood, the Developer or Association has deemed as vital, the availability of architectural services for both the homeowner and the Developer or Association. To meet this need, the Developer has made provisions for the establishment of an Architectural Review Committee, whose function shall be to advise the prospective homeowner as to the quality of his construction plans, their general keeping with the overall development theme of the neighborhood, and their relation to the proposed lot and site location. It shall be the Committee's function to advise him as to any changes in his tentative plans, which will enhance the appeal of his residence and his neighborhood. As stated, the primary function of this committee shall be advice; however, it has the legal authority to prevent any improvements on any grounds within the development, which it feels detracts from the overall aesthetic quality of the neighborhood.

DEE-2005-56555
 Recorded 27 Pages on 10/28/2005 4:06:35 PM
 Recording Fee: \$33.00 Documentary Stamps: \$0.00
 Office of Register of Deeds, Spartanburg, S.C.
 Stephen Ford, Register



THIS PROPERTY IS ALSO SUBJECT TO ENVIORMENTAL RESTRICTIVE COVENANTS RECORDED IMMEDIATELY AFTER THESE RESTICTIONS IN THE REGISTER OF DEEDS OFFICE FOR SPARTANBURG COUNTY SOUTH CAROLINA

DEFINITIONS. The following word when used herein (unless the context shall require a different meaning) shall have the following meanings:

- A. "Association" shall mean and refer to The Cottages At Turtle Creek Home Owners Association of Spartanburg, Inc.
- B. "The Cottages at Turtle Creek" shall mean and refer to all of the lots and property shown upon the plat as stated above, prepared for the developer and recorded in the RMC office of Spartanburg County.
- C. "Common Properties" shall mean and refer to any and all properties or property rights, such as easements or other rights, which may be conveyed by the developer or other grantors to the Association which property and rights shall be held, managed and maintained by the association in accordance with its rules, regulations and Bylaws.
- D. "Developer" shall mean and refer to Wentworth Development, LLC.
- E. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon a plat of The Cottages at Turtle Creek Subdivision prepared for the Developer and recorded in the RMC office of Spartanburg South Carolina.
- F. "Owner" shall mean and refer to the lot owner of record, whether one or more persons or entities of fee simple title to any Lot situated with in The Cottages at Turtle Creek subdivision, but not withstanding and applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure
- G. "Member" shall mean and refer to any Lot owner who is a member of the Association as provided in ARTICLE III page 13.

1. **GENERAL ARCHITECTURAL REVIEW GUIDELINES:** No family dwelling unit, garage, carport, playhouse, fence, wall, swimming pool, or other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition to any existing structure or change or alteration therein, nor shall any landscaping or site work be done until a set of complete final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front elevation thereof, the name of the builder and/or landscaper have been submitted (with appropriate fee and completed application) to, and approved, by the Architectural Review Committee, its agents, successors or assigns, as to harmony of the exterior design and general quality in relation to the standards of the neighborhood area, and as to location in relation to the surrounding structures and topography. All approved structures must be made of the same exterior material as the residence; must be of the same color; the roof must be of the same pitch and the shingles must match the color of the shingles on the residence. The Architectural Review Committee may waive the submission of any plans. Upon receipt of a completed

disapprove such plans and specifications within thirty (30) days after receipt of written notice from the owner that such plans and specifications have been submitted to it and approval requested, the Architectural Review Committee shall be deemed to have approved said plans and specifications. Refusal of approval of plans, specifications, builder, landscaper or location may be based upon any grounds, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Architectural Review Committee, or its agent, shall be deemed sufficient.

2. **SINGLE FAMILY RESIDENTIAL USE:** Only one single-family residence may be erected on any residential lot. No family dwelling unit 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 one thousand eight hundred (1800) square feet in the case of a one story or twelve hundred (1200) square feet on the ground level and eight hundred (800) square feet on the upper level in the case of a two story, or two thousand, (2000) square feet. Single-family dwellings are not to exceed two stories in height, not including basement levels. Only Licensed South Carolina homebuilders may build in the subdivision.

The Architectural Review Committee may grant a waiver in reduction in this requirement upon application and for good cause shown. The Developer encourages "Cottage or Arts & Crafts" style houses having front porches, Shutters, Columns, and arch topped windows as well as other exterior details consisted with COTTAGE HOUSES. All garages are to be a minimum of a double (two car) garages. Garage doors are to be of "Carriage House" style and are to be approved by the Architectural Review Committee prior to installation.

All out buildings must be approved by the Architectural Review Committee before construction is begun. **NO OUT BUILDINGS MAY BE MOVED ONTO ANY LOT. NO HOUSE OR PORTION OF ANY HOUSE MAY BE MOVED INTO THE SUBDIVISION.**

3. **FRONT ELEVATION AND LOT GRADE & SETBACKS:** The front elevation of the dwelling house foundation must be a minimum of eighteen (18) inches above the finished grade of the front yard. The established grade or lot is not to be raised by any individual so as to adversely affect an adjacent property owner(s). All major site work and grading shall be approved by the Architectural Review Committee. Front and rear setbacks are 20 feet each, and side setbacks are 5 feet with 10 feet on corner lots.

4. **PLANTING:** Basic landscaping must be performed: including at a minimum foundation of "BLUE HEAT-BLUE GRASS sod in the front portion of the property, (from rear corner of house to road), plants, shrubs and trees at time of initial build. All landscape plans or modifications must be approved prior to implementation. The Homeowners Association or the appropriate committee or subcommittee of said association if appropriate must approve any modifications of the landscaping after the Homeowners Association has assumed authority.

5. **MATERIALS EXTERIOR CONSTRUCTION:** All family dwellings must be constructed with brick, stucco, wood, concrete board, or rock on the entire exterior. No portion of any family dwelling may be built upon a slab, with the exception of lots 32 and 33. The main roof of all houses, garages and outbuildings must have a pitch of no less than 8/12's. All exterior finishes and colors must be approved. Vinyl Siding is not permitted. Aluminum or Vinyl framed windows are not permitted, Aluminum or Vinyl Clad over wood windows and Cellular PVC windows are permitted.

A. **Roofing Material:** All roofing materials, including material color, must be approved by the Architectural Review Committee prior to construction. Materials are to be "Architectural Type", composition 30 year shingles, or Alloy / metal standing seam sheeting. All roof penetrations must be painted the same color as the roofing material.

6. **COMPULSORY DEVELOPMENT PROVIDED SERVICES:**

The following contracted services have been established with reputable and or licensed service providers by the Developer, and are to be continued, similarly, by the Association after assuming control of the development. These services are integral to maintaining value and a well-kept appearance through out the development. These services and assessed fees are compulsory for the owners of all lots that have houses constructed on them. These services are to begin upon initial occupancy of any new house, or when a certificate of occupancy is issued by Spartanburg County, whichever ever occurs first. Vacant houses that have Certificates of Occupancy from Spartanburg County are not exempt from these services. Each homeowner will be assessed a monthly pro rata fee necessary to cover the cost of these services.

A. **LAWN MAINTENANCE:** The Developer has contracted with a local landscaping / Lawn maintenance company to maintain every improved lot. This maintenance includes grass-cutting, weed trimming / edging, leaf blowing, and the picking up of drifting trash through out the development. The landscaping / Lawn maintenance company, shall also provide similar services to the common areas and pool as part of their contract. Access to both the front and back yards is to be granted to the Lawn maintenance company as required for good service.

B. **GARBAGE PICK UP:** The Developer has contracted with a local household Garbage /Trash Removal Company to provide weekly household garbage removal service to every improved lot. This service includes a new "Roll-Out" trash container provided for each new house on occupancy. The Garbage Removal Company shall also be responsible for retrieving the full containers from each houses container storage area, emptying the container and then returning the container to the same designated spot. The containers are to remain with the house in the event of a sale, and the containers are the property of the service providers. Household garbage is defined as daily household waste and is not to include: appliances, furniture, bedding, hazardous waste, yard waste etc.

7. **MAILBOXES:** All mailboxes must be uniform. The Developer will make arrangements for the design, and construction of the approved mailbox. All mailboxes must then be purchased from the Developer or the individual or company, which the developer designates. The developer shall collect from the each owner a fee for the purchase and installation of the approved mailbox.

8. **UPKEEP AND APPEARANCE:** It is the responsibility of each owner to prevent any unclean, unsightly, or unkempt conditions of buildings or grounds on the owner's property which shall tend to substantially decrease the beauty of the neighborhood areas or the development as a whole. In the event the property is not maintained to the development standards, as stated herein, the property owner will be subject to fines.

9. **OFFENSIVE ACTIVITY:** No noxious or offensive activity shall be carried on upon any portion of the properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any owner or guest thereof in any neighborhood area or in the development as a whole.

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

10. **ENFORCEMENT AND FINES:** In the event of a violation or an attempt to violate any of these Protective Covenants, Conditions, Restrictions, and Easements, by any party affected thereby, the Developer, Homeowners Association, or any other property owners in the subdivision, may initiate appropriate legal action and obtain an injunction and/or any other appropriate relief, as well as damages and, if successful, will be entitled to be fully reimbursed for all costs and expenses thereby incurred including a reasonable attorney's fee. In the alternative the Developer, Homeowners Association or other property owner shall notify the individual of the violation; if the violation is not ceased or corrected within 30 days then Developer, Homeowners Association or other property owners may assess a fine of \$120.00 per month until the violation has ceased or been corrected. To enforce and collect the fine the Developer, Homeowners Association or land owners my file a lien on the public records or file suit in Magistrate Court.

11. **ANIMALS AND PLANTS:** Except as otherwise permitted herein, no plants, animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the development by the owners or the guests thereof be maintained. Should any unclean, unsightly, or unkempt conditions or any noxious or offensive activity be carried on upon any portion of the properties, the Association or it's duly appointed agent shall be entitled to enter upon the property of the owner and to cure such defect as outlined above. By definition noxious would limit the total number of household pets to 2 animals only.

12. **HUNTING:** Hunting of all wild animals, fowl, and game is hereby prohibited within the properties, and the discharge of firearms within the properties for any purpose shall not be allowed

13. **GARBAGE:** All garbage receptacles must be contained within a fenced or enclosed area, and hidden from public view when not in use. This is not to preclude the accessibility / availability of the garbage receptacles to the garbage service for emptying of the trash on a regular basis. No garbage or trash is to be stored or retained on site for periods longer than two (2) weeks.

14. **LAWN EQUIPMENT:** All tools, lawnmowers, or equipment of any kind must be contained within a fenced or an enclosed area or hidden from public view when not in use.

15. **DEVELOPER ACCESS AND RIGHT OF WAYS:** The Developer reserves unto itself, its successors and assigns, the exclusive right to license a perpetual, alienable, and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, cable television, security cable equipment, telephone equipment, gas, sewer, water, or other private or public convenience or utilities on, in, or over those areas as are shown on the applicable plats. Further, the Developer or Association may cut at its own expense drainage ways for surface water wherever and whenever such action may appear to the Developer to be necessary in order to maintain reasonable standards of health, safety, and appearance.

A. (Wall /Entry Access) The Developer further reserves unto it's self, it's successors and assigns the exclusive right to a perpetual and alienable easement of (15') fifteen feet from the center of the entrance signs. The Developer further reserves unto it's self, successors and assigns an exclusive right to a perpetual and alienable easement of (15') from the back side (or edge) of the subdivision walls, i.e. back 15 feet onto the adjacent lots, for the purpose of performing normal, usual and required maintenance of the sign and wall as well as maintaining, plants, shrubs and other greenery located on the property, along the length of the wall.

B. (Walking Trails and Creeks) In addition to all other easements created herein the Developer reserves unto it's self, its successors and assigns the exclusive right to a perpetual and alienable easement for a walking trail. The easement as identified shall be fifteen (15') feet from each creek bank in both directions out and onto the adjacent lots along the creek.

16. **COMBINATION / SUBDIVISION OF LOTS:** Unless approved by the Developer, there shall be no combination and/or subdivision of any lot or lots which produce any lot or lots smaller in area than any of the original lots. If the development company is not in existence, then combinations and re-subdivisions, which do not create more lots than those shown on a recorded plat of the properties, which recorded plat contains a signature of at least one of the officers of the Developer, are permitted. In the

event of the combination or the subdivision by the Developer or any owner by permission of the Developer of one or more lots, the easements created hereby and referenced on applicable plats prior to the transaction shall exist on the resulting lots. As in (I) above, these easements and rights expressly include the right to cut any trees, bushes, or shrubbery, take any grains of the soil, or to take any other similar action reasonable necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

17. **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 family dwelling unit, or to shelters maintained by the Developer or the Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, etc. 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 the construction thereof.

18. **CUTTING / PLANTING TREES:** No trees measuring six (6) inches or more, in diameter, at a point one (4) foot above the ground level nor any flowering tree may be removed, damaged, nor may any major clearing of small trees be performed without the approval of the Architectural Review Committee. Damaged trees shall be determined and demarked by the Architectural Review Committee or the Association. Exceptions will be permitted for trees, which must be removed because of an emergency, or to prevent a potentially dangerous situation. Tree Houses are not permitted. The Developer or Association has the right to waive (Paragraph 17) of these restrictions if the Architectural Review Committee has approved such a waiver.

19. **EROSION CONTROL:** The Developer or Association shall have the right to protect from erosion the land designated as areas upon which residential building shall take place by planting trees, plants, and shrubs where and to the extent necessary, or by such mechanical means as providing drainage ways and/or dams or other means deemed expedient or necessary by the Developer or Association to provide and insure against said erosion. Every effort must be made to constrain silt and runoff to the lot being constructed on.

20. **CONSTRUCTION SITE CLEANLINESS:** No trash, garbage, construction debris, or other unsightly or offensive material shall be placed upon any portion of the properties, except as is temporary and incidental to the bona-fide improvement of said area of the properties. Each house under construction must have its own waste container.

21. **COMPLETION OF CONSTRUCTION:** The exterior and interior of all houses and other structures, site work and sufficient landscaping must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strike, fire, national emergency, or natural calamity. Houses and other dwelling structures may not be temporarily or permanently occupied until the issuance of a "Certificate of Occupancy" by the building codes section of Spartanburg County, South Carolina.

22. **STREET PARKING:** No private vehicle of any sort shall be parked permanently (i.e. on a daily, regular, or reoccurring basis) on any street or roadway within the development. Owners shall be required to furnish adequate parking for their own vehicles within the confines of their property.

23. **RV / UTILITY VEHICLES STORAGE:** All utility vehicles, trailers, boats, boat trailers, recreation vehicles, motor homes, pop up camping trailers, or similar vehicles shall not be permitted to be stored or stand on any lot unless in an enclosed garage, and out of public view (Behind a shut garage door). Only vehicles bearing current license plates shall be parked or stored within public view from the street. No trucks over three quarters (3/4) ton, no trailers, no tractors, no commercial vehicles and no automobiles bearing advertisements, signs or placards are to be stored or parked on residential property unless parked in the garage, except when making deliveries.

24. **BUILDING SET BACK LINES:** Minimum front, side and rear setback lines for residences are set forth on the recorded plat of the subdivision. Any variance from the specified set back line must be based upon circumstances, which render compliance impracticable and must be approved by the Architectural Review Committee.

25. **UTILITY EASEMENTS:** All utilities and services shall be placed underground from the property line or easement to the residence. In routing utilities and services from the easement to the property line, no curb and gutter or pavement section may be cut or in any way damaged without prior approval of the Developer and/or the Association. The Homeowner/Builder shall repair any damage done, and the Homeowner/Builder shall bear all cost and repair.

26. **LIVESTOCK:** No livestock, poultry, or undomesticated animals shall be kept on any of the lots in the development.

27. **MINERAL RIGHTS:** Except for drilling a well for water, should the owner of any residential lot in the subdivision acquire the oil, gas, and minerals located in or under and to be produced from said lot, said owner, his heirs, successors and/or assigns, shall never have the right to conduct any drilling, exploring or other operations on the surface of said residential lot.

28. **DRIVEWAYS:** It shall be the responsibility of each owner to keep his driveway in a reasonable state of repair. Driveways will be hard surfaced concrete, or brick pavers unless the Architectural Review Committee shall for good cause permit another finish. All temporary driveways (during construction) must be graveled to prevent mud on the subdivision street. The owner / or his contractor is responsible for preventing excessive or persistent mudding from his lot onto the subdivision roads.

29. **WAIVER OF LIMITATIONS:** Any general limitations contained in this document or subsequent amendments hereto may be waived on any particular lot by the assent of all of the adjoining property owners; that is to say the owners of those lots with common boundaries to the lot in question and the owners of those lots situated directly across a street or road from the lot in question; upon recommendation by the Architectural Review Committee; and upon majority approval of the Directors of the Homeowners Association.

30. **OFF ROAD MOTORCYCLES:** The driving of off-road motorcycles, three wheelers, four wheelers and mini-bikes on the streets of the subdivision shall be prohibited. Go carts, four wheelers or similar vehicles are prohibited on the streets, or vacant lots, common areas, or any other sections of the subdivision at all times. (This is especially important where and when construction is under way).

31. **FENCING:** No chain link or vinyl coated chain link fencing will be allowed. Acceptable fencing materials are: wrought iron, brick, stone, vinyl, or salt treated wood. All wood materials must be stained or sealed. No fence shall exceed (6') six feet in height. Fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot. No fencing of any kind shall be installed or allowed to remain on any lot, which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected any nearer to thirty (30') feet of any property line. No portable fencing (including dog pens) shall be allowed. When the fencing materials have been approved, the Homeowners must place four flags at the proposed fence corners and the Developer or its nominee must approve the site location before any installation begins. All fencing must be approved in writing from ARC.

32. **CLOTHESLINES:** Clotheslines are not allowed in the subdivision. All yard maintenance equipment, etc. shall be kept in an enclosed area out of sight.

33. **ASSUMED EASEMENTS:** No easement for utility or roadway purpose may be granted, constructed, used or operated within a two (2) foot strip or the boundary of the property without obtaining the prior written approval of the Developer.

34. **ANTENNAS AND SATELLITE DISHES:** No antenna, satellite dish or similar device for the transmission or reception of signals of any kind shall be erected or allowed to remain on any lot with out the expressed written permission of the developer. The developer reserves the right to formulate and require specific rules and regulations for such items and / or approve same on a case-by-case basis. The developer will approve satellite dishes, which are eighteen (18) inches, or smaller in diameter but the location of each one requires the written approval of the developer.

35. SWING SETS AND PLAY EQUIPMENT: 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. Basketball goals, both portable and permanent, shall not be built or located on a lot without the developers written approval.

36. SWIMMING POOLS: No above ground swimming pools shall be permitted. (This includes, kids pools, play pools etc...) In ground swimming pools are acceptable provided they are located on the rear portion of the lot, staying within all other guidelines and set back requirements herein stated. All pools must be enclosed with a fence that is in compliance with paragraph 32.

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

38. COMMUNITY STORAGE AREA: The developer has provided a community storage area primarily for recreational vehicles, boats and boat trailers, travel trailers, RV's, and utility trailers. This is an "open air" first come first served, unsecured, unmonitored, at the user's risk, common storage area is only for residents of The Cottages at Turtle Creek.

Prior written permission is needed in the event an owner wishes to avail themselves of the use of this area. The developer / Association retains the right to exclude any items proposed for storage not mentioned above. Only RESIDENT Lot Owners, the Developer, or Association, may utilize this storage area. No trash, wrecked or unserviceable vehicles. No cars, boats, tractors, etc... or trucks in stages of restoration. No abandoned or derelict equipment or vehicles are permitted. These aforementioned will be towed at the owners expense at a rate of no less than \$100.00 plus monthly storage and or disposal fees. All equipment or vehicles should be easily removed within 24 hours of notification, if needed for maintenance etc... All Vehicles and or equipment is to be properly secured or locked as reasonably possible with either wheel locks or trailer ball locks as appropriate. Only labeled property will be permitted in storage area. All stored items must be clearly weather proof labeled in a conspicuous, easy to find location, with the owners name, address, and 24 hour phone number, so as to allow for easy contact with the owner by the Developer / Association in the event of an emergency. Owners are encouraged not to block in other owner's property. The developer / association is not responsible for any damage to any owner's property stored in the community storage area due to vandalism, hit and run damage, fire, flooding or other natural disaster, or neglect by the owner. The owner is encouraged to obtain appropriate insurance to cover their associated risk when

storing said property in the common storage area. The owner is also encouraged to routinely check on his property.

39. COMMUNITY POOL: The developer has provided a pool for the use of the community. This pool is maintained as a part of the owner's Homeowner's Association Fee. All lot owners, regardless of residency, and the Developer will have access to the pool and pool facilities during the seasons when the pool is open for operation. Specific pool rules will be posted at the pool and are to be followed as set forth on that posting. The Developer / Association can amend these rules as necessary to meet the demands of the community. As a general rule, pool use is during the outdoor swimming season, will be open from sunrise to sunset. Night swimming is prohibited. Use of the facility will be on a first come first served basis. All owners and their swimmer guests are expected to leave the facilities in a clean status.

40. HOME OWNERS ASSOCIATION DUES:

Common Area / Pool Dues: The annual dues of \$350.00 per a year will be assessed to each lot / homeowner on a pro rata basis on the date of lot closing. For established owner's, this annual fee will be due on the first day of January of each year (Notices will be sent out on December 1 of the prior year).

Monthly Lawn and Trash Dues: Each homeowner is obligated to pay a Lawn and Household Maintenance fee of \$75.00 per month. The homeowners will be billed monthly for this fee. The Developer or Homeowners association has the right to increase the monthly fee to cover any rise in cost associated with these services. These services are to commence on occupancy of the completed house (See paragraph 6).

ARTICLE II

HOMEOWNERS ASSOCIATION

1. **Creation of the Homeowners Association.** Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina law a non-profit corporation named "THE COTTAGE AT TURTLE CREEK HOMEOWNERS ASSOCIATION", hereinafter referred to as Association. At that time dues for the Association shall be set. Those dues shall be paid by the builder at closing for the first year.

2. **Limitation of Liability.** THE ASSOCIATION, IT'S DIRECTORS, OFFICERS AND MEMBERS SHALL NOT BE LIABLE TO OWNERS, THEIR LESSEES AND GUESTS OR TO ANY OTHER PERSON OR ENTITEY FOR ANY DAMAGE OR INJURY WHICH RESULTS FROM ANY RULE OR REGULATION PROMULGATED PURSUANT TO THIS DECLARATION IN GOOD FAITH AND WITH REASONABLE CARE.

3. New Functions. The Association shall perform other functions not in this Declaration if: (1) the Board specifically finds that such Function will likely benefit the development by improving or maintaining its economic, environmental, commercial, aesthetic, cultural or historical value or enhance the use and enjoyment of the property; and (2) the commitment to provide for such new Function is approved by the Board; and (3) the commitment to provide for such new Function is approved by the members at a duly called meeting or by a Mail Referendum as provided in Article III, Section D.

4. Ownership of Common Properties. The Association shall be obligated to own, operate and maintain Common Properties, equipment, furnishings, improvements and any other property reasonable and necessary to carry out its functions pursuant to these Covenants or otherwise approved herein to be owned, operated or maintained by the Association.

5. Acceptance of Property Donated by Developer. The Association must accept any and all property and facilities conveyed to it by the Developer.

6. Purchase, Ownership and Maintenance of Purchased Common Properties. The Association shall be authorized to purchase and own Common Properties, and it may issue and pay promissory notes secured by mortgages on such property in amounts sufficient to amortize the debt over a term not exceeding thirty (30) years. The Association shall have the obligation to maintain, repair and care for such property.

7. Power to Mortgage and Pledge. The Board shall have the power and authority to mortgage the Association's property and to pledge designated percentages of the revenues as security for loans.

8. Property Maintenance Function. Subject to limitation, the Association shall provide for: (1) the care, operation, management, maintenance, repair and replacement of all Common Properties and improvements thereon, including, but not limited to, parking areas, roads, walks, drives, malls, open areas, plants, trees, shrubs, wildlife, lighting, foundations, bikeways, and waterways; and (2) maintenance of other areas as may be necessary for access to the boundary of or full utilization of any land or any improvements within the property. If any Common Properties consist of only a portion of, or defined space within, a building or other improvement owned by the Association, and such space is not subject to a written lease between the Developer and the Association, the Association shall provide for the care, operation, management, maintenance, and repair of said defined space and shall pay to the Developer a reasonable rent. The Association may contract with an individual or Developer to provide the maintenance punitive being required by provision.

9. Drainage Control Function. The Association may promulgate regulations for drainage control to minimize the ecological damage which may result from grading, paving, landscaping, vegetation removal, excavation, burning, application of chemicals and nutrients, construction or demolition activity.

10. Enforcement of Covenants Function.

a. Notice and Right to Maintain. If after reasonable notice an Owner fails to maintain the exterior of his Family Dwelling Unit or related structures, the Association may provide such exterior maintenance and repairs and take such other action deemed appropriate to remedy such violation. In addition, the Association may, without notice, make emergency repairs and maintenance, which in its judgment may be necessary to prevent danger to person or property. The cost of such maintenance and repairs shall be assessed against the Owner and shall be a lien on the subject property and a personal obligation of such Owner.

b. Limitation of Liability. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY A NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

c. Complaints of Violations. Complaints of violations of these Covenants may be submitted to the Association. Such complaints shall be placed in writing and signed by the person registering the complaint. If the Association determines there is a reasonable basis for the complaint, it shall give notice of the complaint to the responsible party. If the violation is not corrected within a reasonable time, the Association may engage legal counsel to enforce these Covenants. In such event, the party against whom enforcement is sought shall also be obligated to reimburse the Association for all direct and indirect costs in maintaining compliance with these Covenants, including a reasonable attorney's fees and court costs.

11. Assessment Function. The Association shall collect assessments, fees and charges as prescribed in Article IV herein or as otherwise set forth in this Declaration.

12. Tax Payment Function. The Association shall timely pay all property taxes, assessments or other fees required to be paid to any governmental or public authority in connection with any property owned by or properly taxed to the Association.

13. Right to Dispose of Common Property and Personality. Subject to any provision herein requiring the Developer's consent for donated properties, the Association shall have authority to sell, lease, control, transfer, encumber, abandon or dispose of its Common Properties.

14. Implied Rights and Functions. The Association may exercise any right or privilege given to it in this Declaration and, except as herein limited, given to it by law. The Association may exercise every other right, privilege, power and authority necessary, reasonable or desirable to fulfill its obligations, including the right to engage labor and

acquire use of or purchase property, equipment or facilities; employ personnel to manage affairs of the Association; obtain and pay for legal, accounting and other professional services; and to perform any Function by, through or under contractual arrangements, licenses or other arrangements with any governmental or private entity including, but not limited to, the Developer.

15. Indemnification Function. The Association shall indemnify and hold harmless the Developer, its successors and assigns, and its agents, officers, partners, employees and managers from all liability, loss, cost, damage and expense, including attorney's fees, arising or growing out of any and all operations and activities of the Association.

16. Regulation Function. The Association shall be authorized to adopt, amend and enforce rules and regulations implementing its Functions, duties and operations or activities upon Common Properties. Each Member, tenant and guest and their employees and agents shall abide by such rules and regulations and shall reimburse the Association for its cost of enforcement and damages, including reasonable legal fees and costs, upon failure to comply with such rules and regulations.

17. Charges for Use of Facilities. In its sole discretion, the Association may establish and charge Members, tenants and guests reasonable fees for use of Common Properties to help offset the costs and expenses attributable to such property.

18. Charges for Service Functions. The Association may establish and charge Members, tenants and guests reasonable fees for providing any service required or permitted by any Function on a regular or irregular basis to help offset the costs and expenses attributable to such service.

19. Annual Reporting Function. The Association shall prepare annually within ninety (90) days after the close of the Association's fiscal year a general itemized statement showing its assets and liabilities at the close of such fiscal year and a general statement of the Association's revenues, costs and expenses for such fiscal year. A copy of such statement shall be made available to each Member.

20. Notice Function. A copy of the Association's rules and regulations shall be made available for a reasonable fee to each Member upon request.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Members. The Members shall be all those Owners of Lots located within the subdivision. Each such Member shall have one (1) vote for each Lot, provided, however, that if a Family Dwelling Unit and related improvements have been built upon more than one (1) Lot, the Owner thereof shall have only one (1) vote.

If any property entitling the Owner to membership is owned of record in the name of two or more persons or entities, whether fiduciaries, tenants in common, tenants in

partnership, or in any other manner of joint or common ownership, or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, such co-Owners shall agree among themselves to appoint one of them to vote. Upon reaching such an agreement, it shall be placed in writing and delivered to the Association, which may, until further notice, rely upon same for voting purposes. If the co-Owners fail to reach a unanimous agreement as to which one shall be entitled to vote, the vote attributable to the property owned by such co-Owners shall be disregarded for all voting purposes, but such co-Owners shall be otherwise bound by all terms of this Declaration and by the By-Laws of the Association.

2. Board of Directors and Voting Rights. A Board of Directors consisting of three (3), five (5), seven (7), nine (9), or eleven (11) members shall govern the Association. The Board shall initially consist of three (3) members, which must be of good standing within the community, with the number in subsequent years to be determined by the Board of Directors as provided in the By-Laws of the Association. When voting to elect directors, each Member shall be entitled to the number of votes provided in Section B of this Article multiplied by the number of Directors to be elected. Cumulative voting for members of the Board of Directors shall not be permitted unless permitted in the Charter of the Association and its By-Laws.

3. Members' Right to Approve Certain Actions by Mail Referendum. By resolution adopted by a two-thirds (2/3) vote of the Board, the Board may initiate a Mail Referendum in which members of the Association shall collectively have the power to approve or reject: (1) any Special Assessment recommended by the Board; (2) any merger of the Association with another property owners association serving an adjoining or nearby tract; (3) amendments to any provision of this Declaration as provided in Article VIII, Section B; and (4) any other actions designated by the By-Laws for which a Mail Referendum may be held. Any Mail Referendum shall include one statement prepared by the Board stating the reasons that two-thirds (2/3) of the Directors are for passage of the Referendum and, if applicable, one statement prepared by the Director(s) dissenting from such proposed action. Such supporting or opposing statements may not exceed five; (5) business letter size pages each. In order to be counted, a Mail Referendum ballot must be received by the Association within thirty (30) days from the date the letter containing such ballot was postmarked as mailed by the Board. The results of a Mail Referendum must be certified in writing by the President and Secretary of the Association, and written notice thereof, together with the number of votes for and against shall be made available to each Member.

4. Quorum. Each time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association (other than a matter subject to a Mail Referendum), the presence at the meeting of Members or proxies entitled to cast fifty per cent (50%) of the total vote of the membership shall constitute a quorum. If the required quorum is not represented at the first meeting, a second meeting may be called subject to the giving of proper notice, and there shall be no quorum requirement for such meeting. Unless otherwise provided, any reference hereafter to "Votes cast at a duly called meeting" shall be construed to be subject to the quorum requirement established by

this Section and any other requirements for such "duly called meeting" which may be established herein or by the Charter or By-Laws.

5. Ballots by Mail. The Board of Directors may send with notices of regular or special meetings of the Association a statement of certain motions to be introduced for vote of the Members and a ballot on which each Member may vote for or against the motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section E of this Article, provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

6. Proxies. All Members may vote and transact business at any meeting of the Association by proxy authorized in writing; provided, however, that proxies shall not be required for any action which is subject to a Mail Referendum, in which case the votes of all Members polled shall be made by specially provided ballots mailed or delivered to the Association.

7. Duty of Members to Inform Association of Current Address. Each Member, including a new Member, shall have the affirmative duty to inform the Association in writing of his current mailing address and, if he transfers ownership, to provide in writing to the Association a brief description of the property transferred, the name and mailing address of the new owner and a forwarding address for himself. No Member may be excused from his obligations established in this Declaration nor challenge a Mail Referendum or Ballot by Mail if the Association or Board mailed an assessment bill, statement, Mail Referendum ballot, notice or Ballot by Mail to the last mailing address provided by said Member in writing and recorded on the Books of the Association.

8. Notice or Referendum Ballot by Mail. Any notice or Mail Referendum ballot sent to any Member under the provisions of this Declaration shall be sufficient if mailed with the proper postage affixed to the last known mailing address of such Member contained in the Association's records.

9. Sufficiency of Notice, Mail Referendum or Ballot by Mail. Only those Members then registered on the membership rolls of the Association shall be entitled to receive notices, Mail Referendum Ballots or Ballots by Mail.

10. Notice to Co-Owners. The mailing or giving of a notice, Mail Referendum Ballot or Ballot by Mail to the Co-Owner appointed under Section B of this Article shall constitute proper notice of same to all co-owners of such property.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

1. Annual Assessment and monthly Maintenance Charge.

a. Subject to the terms of this Article, each Lot in the Property is hereby subjected to an annual assessment and monthly maintenance charge for the purpose of creating a fund to be known as the "Maintenance Fund", which maintenance charge and assessment will be paid by the Homeowners within the Property (and any area annexed under the jurisdiction of the Association). Payment of such assessments will be made in advance in monthly, quarterly or annual installments with the due dates being established by the Board of Directors.

b. The annual assessment for each year shall be determined by the Board of Directors as the needs of the Development may in the judgment of the Directors require. If for any reason the Board of Directors fails to determine the annual assessment for any successive year, the annual assessment for the previous year shall continue for such successive year until a new annual assessment is determined by the Board of Directors. The date the annual assessment will be due shall be determined by the Board of Directors.

c.. Assessments may be used by the Association to provide for, by way of clarification, and no limitation, any and/or all of the following as determined, from time to time, by the Board of Directors: normal, recurring maintenance of Common Property (including, but not limited to, mowing, edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for the existing landscaping) and the acquisition and installation of capital improvements to the Common Property; the cost of hazard and liability insurance for the Common Property and the cost of such other insurance as the Association may deem necessary; the cost of water, electricity, street lights, and other utilities to the Common Property; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restriction and conditions affecting the Property to which said assessments apply; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessment; payment of ad valorem property taxes assessed against the Common Property (in the event the Association is dissolved or for any reason fails to pay such taxes or other obligations hereunder, such shall become the obligation of the Members of the Association); employment of security guards or watchmen, if determined necessary; caring for vacant lots; and unclogging sewer blockage if two adjacent houses are simultaneously without sewer service; and doing any other thing or things necessary or desirable in the opinion of the Board of Directors or membership of the Association to keep the Property neat and in good order, or which is considered of general benefit to the Owners or occupants of the Property, it being understood that when and if presented to the Members to the judgment of the majority of the Members of the Association in the determination of what constitutes normal, recurring maintenance shall be final and conclusive so long as such judgment is exercised in good faith, it being further understood that the Board of Director may discontinue any existing maintenance program for any reason. The Association shall also establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Property.

2. Special Assessments. In addition to monthly general Assessments, the Association may levy Special Assessments for the purpose of defraying in part or in whole the cost of any construction or reconstruction, unexpected maintenance or repair, and replacement of the common properties and capital improvements thereon, if any, including the necessary fixtures and personal property related thereto, or addition to the common properties, or to provide for the necessary facilities and equipment to offer the services authorized herein, and to repay any loan made to the Association to enable it to perform authorized duties and functions, provided that any such special assessments shall have the consent of three-fourths (3/4) of the votes cast at a duly called meeting of the Association. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance and shall set forth the purposes of the meeting. The percentage of the total special Assessment, which each Member is required to pay, shall be the same percentage of the total monthly general Assessment for all property which each such Member is then required to pay under Section D of this Article. Such special Assessment may not exceed in any one (1) month the amount of the maximum monthly assessment for such month, except for emergency repairs or maintenance and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

3. Merger or Consolidation. The limitations on the amount of assessments shall apply to any merger or consolidation in which the Association is authorized to participate hereunder or under the By-Laws of the Association.

4. Priority of Assessments. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage, security deed or deed of trust hereafter placed upon any property if, but only if, all assessments (including interest, collection fees and costs, if any) against such property having a due date prior to the recording date of such mortgage have been paid. The line of assessments hereby subordinated shall apply only to Assessments which have become due and payable subsequent to the recording date of such mortgage and prior to the earlier of: (1) the date of satisfaction or cancellation of such mortgage; (2) the date of the sale and transfer by recorded deed of such property pursuant to a decree of foreclosure, sale under power or as a result of any other judicial proceeding instituted by the mortgagee for the purpose of foreclosing the mortgage; or (3) the recording date of a deed taken in lieu of foreclosure. Any such sale or transfer as part of a foreclosure proceeding shall not relieve such property from liability for any assessments accruing after the date of recorded transfer to a new owner, provided, however, that any property purchased by a foreclosing mortgagee at a foreclosure sale shall not be subject to the lien of assessments, nor shall such mortgagee be personally liable for same, until it has owned the property of record for one (1) year.

5. Exemption from Assessments. The following property, individuals, partnerships, corporations or other entity or organization subject to this Declaration shall be exempt from the payment of Assessments and the lien of Assessments created herein:

a. The grantee or transferee in conveyances or other instruments given for the purpose of granting and creating easements and right of way for utilities, sewage

disposal, telephone lines and equipment, security equipment, cable television, or any other similar use or purpose providing beneficial services to the property;

b. All common properties and any and all property, real or personal, of the Association and limited common properties as herein defined.

ARTICLE V
COMMON PROPERTIES

1. Member's Easement. Subject to the within provision and the Association's rules and regulations, as well as any fees or charges established by the Association, each Member, his family, tenant and guest shall have a right and easement of access, use and enjoyment of all Common Properties (excluding Limited Common Property) and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

2. Conveyances to Association. The Developer shall have the right to convey to the Association by deed of long term lease any lands, watercourses, lakes, greenbelts, paths, roads, rights of way, easements, utilities, any other property or rights and any improvements thereon, including any or all recreational facilities, which the Developer designates to become Common Property. Any such conveyances or transfers shall be at the sole discretion of the grantor and the Association.

3. Conditions on Member's Easement. Each Member's easement of use, access and enjoyment of common properties shall be subject to the provisions of this Declaration and to the following:

a. The rights of the Association to borrow money for the purpose of improving or maintaining the Common Properties and providing authorized services and to mortgage such property;

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

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

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

e. The right of the Association to give, sell, transfer, or lease all or any part of the common properties to any public agency, authority, utility, or private concern, but such gift, sale, transfer or lease must be authorized by a majority of the votes cast at a

duly called meeting of the Association. Written notice of such meeting, together with written notice of the proposal for such gift, sale, transfer or lease, must be given to each member at least thirty (30) days prior to such meeting. A true copy of such resolution, together with a certificate of the results of the vote, shall be made and acknowledged by the President and Secretary, and such certificate shall be annexed to any instrument of dedication or transfer affecting the common properties prior to the recording thereof. Such certificate shall be conclusive evidence of the authorization by the membership.

ARTICLE VI
EFFECT OF COVENANTS AND ENFORCEMENT

1. Effect of Provisions of these Covenants. Each Owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within the property do promise, covenant and undertake to comply with each provision of these covenants, which provisions:

a. shall, by virtue of acceptance of any right, title or interest in any real property within the Property by and Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner to, with and for the benefit of the Developer and all other Owners, their respective heirs, successors and assigns;

b. 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 parcel of real property within the Property, and, as a real covenant and equitable servitude, shall be deemed a covenant and servitude for the benefit of any real property now or hereafter owned by the Developer within the property;

c. shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each parcel of real property within the Property, which lien, with respect to any such property shall be deemed a lien in favor of the Association.

2. 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, representatives, administrators, executors and assigns shall have the right to proceed against any party in violation of these Covenants and to compel a compliance to the term hereof and to prevent or breach in any event.

3. Against Whom May the Covenants Be Enforced. The obligation and benefits prescribed by this Declaration shall run with the Property and shall be enforceable against the any other person whose activities bear a relation to the Property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms of this Declaration.

4. Enforcement Remedies. 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: (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 Family Dwelling Unit, structure or land; (4) to prevent any act, conduct, business or use which is in breach of these Covenants; or (5) to compel any affirmative act which, pursuant to these Covenants, "shall" be performed.

ARTICLE VII THE PROPERTIES

1. Description. The real property, which is, and shall be, held, transferred, sold, conveyed, given, donated, leased, and occupied subject to these covenants, is described as follows:

All that tract or parcel of land, situate, lying and being in Spartanburg County, South Carolina, containing approximately 28.51 acres, said parcel being more particularly described in Exhibit "A" attached hereto and by specific reference made a part thereof.

2. Master Plan-Subject to Change. The Developer intends to develop the property and surrounding land in accordance with a Master Plan, and the Developer reserves the right to periodically review and modify the Master Plan at its sole option. The Master Plan shall not bind the Developer, its successor and assigns, to adhere to said plan. The Developer shall not be required to follow any predetermined sequence or order of development, and it may bring within these covenants additional lands and develop same before completing the development of the property described in Exhibit "A". The Developer shall have the full power to add to, subtract from and make changes in the Master Plan.

3. Additional Lands. Additional lands, including property not owned by the Developer at the time of recording of this Declaration, may be made subject to, but not limited to, this Declaration in the following manner:

a. The Developer, its successors and assigns, shall have the right without any consent of the Association to bring within this Declaration additional properties. Such additions herein authorized shall be made by filing a Supplemental Declaration with respect to the additional property, which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property. A Supplemental Declaration may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient in the

judgment of the Developer to reflect the different character, if any, of the added properties.

b. Except as otherwise stated herein, no other property may be made subject to this Declaration or to the jurisdiction of the Association unless approved at a duly called meeting of the Association unless approved at a duly called meeting of the Association by a majority vote of the Members. Written notice of such meeting, together with written notice of the proposal to add property, must be given to each Member at least thirty (30) days prior to such meeting. If the Members approve the proposal, the President and Secretary of the Association shall certify such approval in writing and deliver such certificate to the owner of the property so approved. The owner may then record a Supplemental Declaration of Covenants and Restrictions, which shall extend to such additional property the operation and effect of this Declaration. The written Certificate evidencing the approval herein required must be attached to and recorded with such Supplemental Declaration as a condition precedent to subjecting additional property to this Declaration as contemplated by this paragraph.

c. Upon a merger or consolidation of the Association with another association, if provided for in the By-Laws of the Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. In the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving entity pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration and the covenants and restrictions established upon any other properties as one plan. Except as otherwise provided herein, no such merger or consolidation shall effect any revocation, change of or addition to the covenants established by this Declaration.

4. Connection of Roads and Utilities. The Developer, its successors and assigns, shall have the right without the consent of the Association, Owner or other party, to connect and extend roads and any and all services and utilities from any part of the property to adjacent or nearby property of the Developer or of third parties and to allow owners of property in such adjacent or nearby property to use such roads for ingress and egress to a public road and to connect to such utilities and services.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

1. Extent and Duration. The benefits and burdens of this Declaration shall run with the property at law and in equity and bind the land, and this Declaration shall inure to the benefit of and be enforceable by the Association, the Developer, and all Owners, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the recording date of this Declaration. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods unless during the last year of the initial twenty (20) year

period or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. Written notice of such meeting, together with written notice of the proposal to terminate this Declaration, must be given to each member at least thirty (30) days prior to such meeting. If the members vote to terminate this Declaration, the President and Secretary shall execute a certificate setting forth the resolution of termination, the date of the meeting at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members, the total number of votes required to constitute a quorum, the number of votes necessary to terminate this Declaration, the total number of votes cast in favor of termination and the total number of votes cast against termination. The certification shall be then recorded in the RMC Office of Spartanburg County.

2. Amendment. This Declaration may be amended upon approval of a majority of the votes cast at a duly called meeting of the Association. Written notice of such meeting, together with written notice of the proposed amendment, must be given to each member at least thirty (30) days prior to such meeting. If any proposed amendment is approved, the President and Secretary shall execute an amendment to this Declaration setting forth the amendment, its effective date (which in no event shall be less than thirty (30) days after the date of amendment was adopted, the date that notice of such meeting was given, the total number of votes of members, the total number of votes required to constitute a quorum, the number of votes cast for the amendment and the total number of votes cast against it. Such amendment shall be then recorded in the Register of Deeds Office for Spartanburg County.

a. To incorporate in this Declaration a specific list of amenities to be conveyed by the Developer to the Association, together with the proposed dates of transfer and any conditions precedent to the proposed transfer.

b. For any purpose which requires a greater contribution by the Developer to the Association without diminishing the control of the other members or which lessens the role of control of the Developer in the Association and increases the role or control of the other members.

c. To add covenants and restrictions provided, however, that they shall not bind, without the consent of the owner thereto, any portion of the properties previously sold and the deed thereto recorded.

3. Notices. Any notice, statement or ballot sent to a Member under this Declaration shall be deemed to have been properly given on the date such notice or ballot is mailed, with the property postage affixed, to the last known address of such Member registered in the records of the Association on the first day of the calendar month in which the notice or ballot was mailed. Notice to one (1) or two (2) or more co-Owners shall constitute notice to all co-Owners.

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

5. Interpretation. In all cases, the provisions of this Declaration shall be given the reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of Owners which will carry out the intent and objectives expressed in this Declaration and which will preserve the property as a site for an attractive, well maintained, privately-governed residential community. Common law strict rules of construction shall not apply, because they do not reflect modern day interests in quality land use planning, constitutional freedoms of association, whether by contract or otherwise and the need for flexibility in the land plan and private governance structure for a large scale development.

Contrary to the restrictive common law rule of construction, this Declaration shall be interpreted broadly to touch and concern the property with recognition of modern land use planning and real estate development principles, theories and practices. It is the intent of the Developer and other parties hereto, and all Owners of Lots or Tracts subject to these Covenants do covenant and agree and are thereby estopped to deny, that any Function of the Association or any other term, Covenant or condition of this Declaration is intended to promote the use and enjoyment of the property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the property and does touch and concern, benefit and burden and run with the property.

6. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and the words used in the present tense shall include the future tense. Unless the context shall clearly indicate otherwise, the words used herein shall have their respective meanings set forth in Article I, whether or not such words are capitalized.

7. Waiver. Failure to enforce any provision or provisions of this Declaration for any period of time by the Developer, the Association or any Owner shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

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

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

10. Assignability of Developer's Rights. Developer, its successors and assigns, shall have full and unrestricted power and authority to assign all or any part of its rights, privileges, authority and reserved rights and authority as contained in this Declaration to any third parties. Furthermore, all rights reserved to the "Developer" are reserved expressly in favor of the "Developer, its successors and assigns", without limitation, and likewise any reference to the "Developer" expressly includes "Developer, its successors and assigns".

11. Effect of Invalidity of Declaration. If this Declaration be declared void, invalid, illegal or unenforceable in its entirety or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction of the parties hereto and the subject matter hereof, and such adjudication is entered within ten (10) years of the recording date of this Declaration, or if the Members of the Association should not vote to renew and extend this Declaration as provided for in Article VIII, Section A, all common properties and all other property owned by the Association at such time shall be transferred to a Trustee appointed by the Court of Common Pleas of Spartanburg County which shall own and operate all such property for the use and benefit of Owners as set forth below:

a. Each Lot, Tract or Family Dwelling Unit located within the Properties shall be subject to an annual assessment which shall be paid by the Owner of each such Lot, Tract or Family Dwelling Unit to the Developer or Trustee, whichever becomes the successor in title to the Association. The amount of such annual assessment and its due date shall not exceed the annual amount actually assessed against each such Lot, Tract or Family Dwelling Unit in the last year that assessments were levied by the Association, subject to the adjustment set forth in Paragraph 2 immediately following.

b. The Association, or the Trustee, as the case may be, shall be required to use the funds collected as annual assessments for the maintenance, repair and upkeep of the common properties and other property. The Association or its Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. Neither the Developer nor the Trustee shall have the obligation to provide for operation, maintenance, repair and obligation to provide for operation, maintenance, repair and upkeep of the common properties and other property, once the funds provided by the annual assessments have been exhausted.

c. The Association shall have the right to convey title to the common properties and other property and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

d. The Trustee shall have the power to dispose of the common properties and other property free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one (51%) per cent of the Owners within the properties or in the alternative shall be found to be in the best interest

of the Owners by the Court of Common Pleas of Spartanburg County. The proceeds of such a sale shall first be used for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such properties, and the excess, if any, shall be distributed among the Owners, exclusive of the Trustee, in a proportion equal to the portion that the annual assessment on property owned by a particular Owner bears to the total annual assessments for all property located within the properties.

IN WITNESS WHEREOF, Wentworth Development, LLC has duly executed these PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS OF THE COTTAGES AT TURTLE CREEK on the date written above .

IN THE PRESENCE OF:

Rocke P. Adams
[Signature]

WENTWORTH DEVELOPMENT, LLC

BY: [Signature]
 MEMBER

STATE OF SOUTH CAROLINA)
 COUNTY OF SPARTANBURG)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and the grantor's(s') act and deed deliver the within written deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 28 day
 of October 2005

[Signature]
 Notary Public for South Carolina
 My commission expires: 10-14-08

Rocke P. Adams
 Witness

EXHIBIT A

All that certain piece, parcel or lot of land, located, lying and being in the County of Spartanburg, State of South Carolina being shown and designated as 28.498 acres, more or less, on a plat prepared for Turtle Creek Partnership by Neil R. Phillips & Company, Inc. dated August 12, 1999 and being recorded August 17, 1999 in Plat Book 145 at Page 577 in the Register of Deeds Office for Spartanburg County, South Carolina.. Reference is also made to the more recent plat prepared by Azimuth Control Surveying, Inc. dated July 12, 2005 and then revised September 23, 2005 said plat being recorded September 27, 2005 in Plat Book 158 at Page 651 in the Register of Deeds Office for Spartanburg County, South Carolina. Said plat being titled "Final Plat For COTTAGES AT TURTLE CREEK SUBDIVISION, A PATIO HOME COMMUNITY. For a more complete and accurate description reference is hereby made to the aforementioned plats.

This is the same property conveyed to WENWORTH DEVELOPMENT, LLC by Corrective Deed dated October 27, 2005 said deed being recorded October 28, 2005 in Deed Book 84-G at Page 138 of the Register of Deeds Office for Spartanburg County, South Carolina. The original deed was recorded in Deed Book 82-Q at Page 798 in the Register of Deeds Office for Spartanburg County, South Carolina. The corrective deed was necessary to correct the name of the Grantee.

STATE OF SOUTH CAROLINA

DECLARATION OF
RESTRICTIVE COVENANTSCOUNTY OF Spartanburg

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 28 day of October, 2005, by Wentworth Development, LLC("Declarant(s)").

RECITALS

WHEREAS, Declarant is the owner of certain real property located in Spartanburg County, South Carolina, more particularly the area designated in plat entitled FINAL PLAT FOR COTTAGES AT TURTLE CREEK SUBDIVISION (A PATIO HOME COMMUNITY). Which is part of the COTTAGES AT TURTLE CREEK PROPERTY OWED, AS OF THE DATE OF THIS RESTRICTIVE COVENANTS, BY WENTWORTH DEVELOPMENT, LLC., the Declarant, SAID PLAT BEING RECORDED IN PLAT BOOK 158 PAGE 651..

WHEREAS, as compensatory mitigation under Federal and State law for Department of the Army Permit No. 39-2005-0154 ("Permit") issued by the U.S. Army Corps of Engineers, Charleston District ("Corps" or "Charleston District," to include any successor agency), and certification(s) and/or permit(s) issued by the S.C. Department of Health and Environmental Control ("DHEC," to include any successor agency), and in recognition of the continuing benefit to the permitted property, and for the protection of waters of the United States and scenic, resource, environmental, and general property values, Declarant has agreed to place certain restrictive covenants on the Property, in order that the Property shall remain substantially in its natural condition forever.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding on all heirs, successors, assigns (they are included in the term, "Declarant," below), lessees, or other occupiers and users.

Prohibitions. Declarant is and shall be prohibited from the following: filling, draining, flooding, dredging, impounding, clearing, burning, cutting or destroying vegetation, cultivating, excavating, erecting, constructing, releasing wastes, or otherwise doing any work on the Property; introducing exotic species into the Property (except biological controls preapproved in writing by the Corps and DHEC); and from changing the grade or elevation, impairing the flow or circulation of waters, reducing the reach of waters, and any other discharge or activity requiring a permit under clean water or water pollution control laws and regulations, as amended. The following are expressly excepted from this paragraph: a) cumulatively very small impacts associated with hunting (excluding planting and burning), fishing and similar recreational or educational activities; b) establishment of un-paved nature trails or boardwalks constructed of natural materials and limited to six (6') feet in width; c) educational or directional signage; d) viewing or observation areas or stands limited to twelve (12') feet in height;

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Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



e) sitting or picnic areas no more than one hundred fifty (150) square feet; f) planting of native trees or shrubs provided no mechanical equipment is used; g) installation of bird houses, bird feeders and similar wildlife enhancement materials; h) removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster, or due to disease; and i) restoration or mitigation required under law in association with Department of the Army Permit No. 39-2005-0154, all consistent with the continuing natural condition of the Property.

2. **Amendment.** After recording, these restrictive covenants may only be amended by a recorded document signed by the Corps and DHEC and Declarant. The recorded document, as amended, shall be consistent with the Charleston District model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps and DHEC, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Charleston District mitigation policy at the time of amendment. There shall be no obligation to allow an amendment.

3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Property, made to any governmental entity with authority over wetlands or other waters of the United States, shall expressly reference and include a copy (with the recording stamp) of these restrictive covenants.

4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Property. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.

5. **Compliance Inspections.** The Corps, DHEC, and its authorized agents shall have the right to enter and go upon the lands of Declarant, to inspect the Property and take actions necessary to verify compliance with these restrictive covenants.

6. **Enforcement.** The Declarant grants to the Corps, the U.S. Department of Justice, and/or DHEC, a discretionary right to enforce these restrictive covenants in a judicial action against any persons or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps to modify, suspend, or revoke the Permit.

7. **Property Transfers.** Declarant shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the

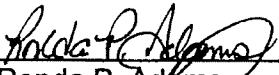
Property (failure to comply with this paragraph does not impair the validity or enforceability of these restrictive covenants):


NOTICE: This Property Subject to Declaration of Restrictive Covenants Recorded at Deed Book ~~84~~ at Page ~~353~~ in the Register of Deeds Office for Spartanburg County, South Carolina the same date as these Declaration of Restrictive Covenants are being recorded.

8. **Marking of Property**. The perimeter of the Property shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.
9. **Recording of Plat**. A plat depicting the boundaries of the Property subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat(s) is/are recorded in the Register of Deeds Office for Spartanburg County in Plat Book 158 at Page 651 on September 2005.
10. **Separability Provision**. Should any separable part of these restrictive covenants be held contrary to law, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant(s) has/have duly executed this Declaration of Restrictive Covenants the date written above.

IN THE PRESENCE OF:

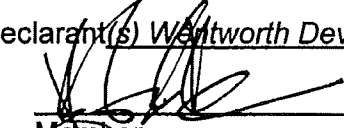


Ronda P. Adams


S. Frank Adams

Declarant(s) Wentworth Development, LLC

By:



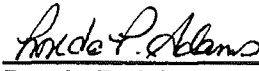
Member

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF SPARTANBURG

PERSONALLY appeared before me Ronda P. Adams, the undersigned witness, and made oath that he/she saw the within named Wentworth Development, LLC by Jeffrey L. Hardee, Member sign, seal and as his/her/its act and deed, deliver the within named Declaration of Restrictive Covenants; and that he/she with the other witness named above witnessed the execution thereof.



Ronda P. Adams

SWORN to and subscribed before me
this 28th day of October, 2005.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 10-14-07

NOTARY PUBLIC
Ronda P. Adams
My Commission Expires: 10-14-07

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)

AMENDMENT OF THE PROTECTIVE
 COVENANTS, RESTRICTIONS AND
 CONDITIONS OF

THE COTTAGES AT TURTLE CREEK

(Deed Book 84-G, Page 353)

WHEREAS, Wentworth Development, LLC imposed certain Protective Covenants, Restrictions and Conditions on **THE COTTAGES AT TURTLE CREEK**, by instrument dated October 28, 2005 and recorded October 28, 2005 in Deed Book 84-G Page 353, as amended in Deed Book 84-G Page 380, in the Register of Deeds Office for Spartanburg County, South Carolina; and

WHEREAS, the property covered by such Covenants and Restrictions is more particularly shown on a plat made for **Wentworth Development, LLC** for **THE COTTAGES AT TURTLE CREEK SUBDIVISION (A PATIO HOME COMMUNITY)** as dated July 12, 2005 and recorded September 27, 2005 in Plat Book 158 at Page 651, in said Register of Deeds Office; and

WHEREAS, the developer and existing lot owners of such property now desire to amend and extend such Covenants and Restrictions; and

WHEREAS, Article VIII of the Restrictive Covenants paragraph 2 allow for the amendment of said restrictive covenants by the majority of votes cast at a Homeowners Association meeting; and

WHEREAS, The Homeowners Association held a dully called meeting on August 11, 2009; and

WHEREAS, the amendment of the Restrictive Covenants as set forth below was unanimously approved by the homeowners in attendance at the Homeowners Association meeting, as is set forth in the minutes and signature page attached hereto as an exhibit; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the developer on behalf of the homeowners of the above property does hereby amend the Protective Covenants, Restrictions and Conditions of The Cottages at Turtle Creek, dated October 28, 2005 and recorded October 28, 2005 in Deed Book 83-G at Page 353, Register of Deeds Office for Spartanburg County, South Carolina, as follows:

1. Paragraph 6 is of Article I Limitations is hereby deleted in its entirety.
2. All remaining paragraphs contained within said Article are deemed renumbered as appropriate.
3. That portion of Paragraph 40 of Article I entitled "Monthly Lawn and Trash Dues" is hereby deleted in its entirety.

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 Dorothy Earle, Register



4. Article IV entitled "COVENANTS FOR ASSESSMENTS" paragraph 1(a) is hereby amended to read as follows:
 1. Annual assessments.
 - a. Subject to the terms of this Article, each Lot in the Property is hereby subjected to an annual assessment which assessment will be paid by the Homeowners within the Property (and any area annexed under the jurisdiction of the Association). Payment of such assessment will be made in advance in monthly, quarterly, or annual installments with the due dates being established by the Board of Directors.
5. In all other aspects Article IV remains unchanged.
6. All Articles, with all paragraphs and subparagraphs not specifically amended as set forth herein shall remain in unchanged and in full force and effect.

DEC 97 TPG 643

January 2011

WITNESS our hands and seals this 24 day of ~~December 2010~~

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WENTWORTH DEVELOPMENT LLC

By: [Signature]

Title: [Signature]

[Signature]
Witness #1

[Signature]
Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT
S.C. Code 30-5-30
(Effective January 1, 1995)

I, S. FRANK ADAMS, a Notary Public for the State of South Carolina, do hereby certify that **WENTWORTH DEVELOPMENT LLC** title: OWNER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 24th day of JANUARY 2011 ~~December 2010~~

[Signature] (SEAL)
Notary Public for South Carolina
My commission expires:

My Commission Expires 10-4-2017