

COUNTRY CLUB SPRINGS

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**COUNTRY CLUB SPRINGS
HOMEOWNERS' ASSOCIATION**

**DECLARATIONS OF EASEMENTS, COVENANTS,
CONDITIONS, RIGHTS AND RESTRICTIONS
AND
BYLAWS**

**AND
GENERAL GUIDELINES AND RULES FOR ALL
OWNERS AND TENANTS**

COUNTRY CLUB SPRINGS HOMEOWNERS' ASSOCIATION GENERAL RULES AND RESTRICTIONS

As a prospective or new **homeowner** or **renting tenant** in Country Club Springs, the selling or renting owner **should have** informed you of the various restrictions and guidelines of this **private homeowner community**, so as to differentiate from an *apartment complex*, which Country Club Springs is **not** similar to in any way. The following guidelines should help you and your family understand the general restrictions and guidelines as outlined and developed, and enforced, by Country Club Springs Homeowners' Association:

Townhouse and Lot Upkeep and Maintenance

Responsibility of the owner to comply with the "Covenants for Maintenance". The Board periodically notifies owners who need to make proper repairs or upkeep.

Yards

Each homeowner owns their specific yard. Neighbors, whether owners or renters, should **respect** this ownership, and not allow pets and/or children to play in others' yards, without permission. Never drive any vehicle on your own yard, or that of a neighbor.

Vehicles and Parking

Each lot has designated parking, some more than others, but never more than two spaces, which might adjoin other owners' spaces. **You should never park in another owners' space, without permission.**

Abandoned vehicles of any type will be towed at owner's expense. All vehicles must bear valid license plates to be on Association property.

No boats of any type, including "Jet Skis" are allowed to be parked anywhere in the community, for more than 24 hours, without additional Board approval.

No large moving-type trucks or vans, dump trucks, semi rigs or tractor/trailer vehicles can be parked on any lot, parking area, common area, perimeter roads within the community, etc. except on a temporary basis, and then related to moving or construction, and **not** in the course of *normal everyday transportation*. For vehicles such as this type, alternative permanent parking arrangements **outside** Country Club Springs must be made. Vehicles parked in the center Park Area will be towed.

Lawn Mowers, Trash Containers, Toys, Bikes, Strollers, Plastic Pools, Etc.

No items of this nature can be left out overnight in the front or side of the townhouse. These items **must** be stored at the rear of the townhouse after use each day. Trash containers should only be placed in front on the night before, or the day of, the pickup.

Loud Music From Townhouse or Vehicle

All owners and tenants should be considerate of others in keeping noise levels to a minimum. This includes turning "blaring" radios down when entering the community, keeping stereos (both inside and outside) to a reasonable level so as to not disturb others, etc. Also, be considerate and not "run up and down stairs", as this sound does enter other units.

Pets

All pet owners are required to comply with the **County Ordinance** pertaining to animal control. Pets are **not allowed** to roam free of the owner, at any time. Failure to control your pet *can result* in action against you.

Satellite Dishes

No satellite dish, whether large or small, may be placed on the front of a townhouse, or any other part that would make it in view from the front. The suggested location is the rear of the townhouse. Additionally, TV antennas are discouraged; if you must use one, it should be placed at the rear of the townhouse, out of view from the front perspective.

Other Items

Other items may be added from time to time, in the interest of maintaining the appearance and harmony of the community. Also, the above requirements may be amended from time to time.

The above list (*which is not all-inclusive*) will ensure that the community adheres to standards that will preserve property values for the owners, and provide a pleasant and safe environment in which to live.

Your compliance with these matters is sincerely appreciated. Should you have any questions, contact Ronnie Hyatt, Unit #51, 585-5725. He will then forward your question to the Board for a response.

The Board of Directors, Country Club Springs Homeowners' Association

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STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)
SPARTANBURG, S.C.)

DECLARATIONS OF EASEMENTS, COVENANTS,
CONDITIONS, RIGHTS AND RESTRICTIONS FOR
COUNTRY CLUB SPRINGS HOMEOWNERS'
ASSOCIATION.

THIS DECLARATION MADE ON THE DATE HEREINAFTER SET FORTH BY STANDARD
BUILDERS & DEVELOPERS, INC., HEREINAFTER REFERRED TO AS "DECLARANT".

WITNESSETH:

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

All those lots or tracts of land shown and designated as A-I on
a plat made of Phase 1 of Country Club Springs, by Neil R. Phillips,
Professional Land Surveyor, dated December 10, 1981 with latest
revision dated May 20, 1982 and recorded on May 25, 1982, in Plat
Book 87, Pages 719-719-A, REC Office for Spartanburg County.

WHEREAS, the above described property has been divided into Blocks
designated upon the above referenced plat as Blocks A through I; and,

WHEREAS, Block D of said tract shall be conveyed to the Spartanburg
Sanitary Sewer District and is being and shall continue to be utilized
as a sewer plant, and

WHEREAS, it is the desire of the declarant to subject Blocks B, C,
and G to the easements, covenants, conditions, rights and restrictions
contained in this Declaration;

NOW, THEREFORE, Declarant hereby declares that Blocks B, C, and G
described above shall be held, sold, and conveyed subject to the following
easements, covenants, conditions, rights and restrictions which are for
the purpose of protecting the value of and desirability of and which
shall run with, the real property and be binding on all parties having
any right, title or interest in and to the described properties or any
part thereof, their respective heirs, successors and assigns, and shall
inure to the benefit of each owner thereof. Declarant further reserves
the right as hereinafter provided to incorporate within this Declaration
the additional Blocks designated A, E, F and H, or a portion or any part
thereof to this Declaration.

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Country Club Springs Homeowners' Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of title to any lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described.

Section 4. "Plat" shall mean the certain plat of Phase I of Country Club Springs, prepared by Neil R. Phillips, Professional Land Surveyor, dated December 10, 1981, with latest revision dated May 20, 1982, and recorded May 25, 1982, in Plat Book, 87, Page 719-719-A, REC Office for Spartanburg County.

Section 5. "Block" shall mean those parcels or tracts designated as A through I on the Plat.

Section 6. "Lot" shall mean mean and refer to an individual plot of land created by the division of any Block into two or more parcels shown upon the above described recorded plat of the Properties; or upon any additional plat which may be recorded in connection with an amendment to this Declaration as provided herein.

Section 7. "Park" shall mean that area designated as Block I on the plat above described which is to be conveyed to the Association for the common use and enjoyment of the owners.

Section 8. "Townhouse" shall mean the residential unit constructed on any lot designed for occupancy by a single family.

Section 9. "Declarant" shall mean and refer to STANDARD BUILDERS & DEVELOPERS, INC., its successors and assigns.

ARTICLE II

Section 1. Declarant reserves the right, at its sole option, to incorporate some of, all of, or any combination of Blocks A, E, F and H into this Declaration. Declarant may exercise such right at any time before April 1, 1990. If Declarant exercises its right to incorporate some of, all of, or any portion of Blocks A, E, F and H into this Declaration

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these tracts shall be subject to these easements, covenants, conditions, rights and restrictions as if initially incorporated. If Declarant shall elect to incorporate all or a portion of the remaining Blocks such shall be accomplished by recordation of an amendment to this Declaration in the Registrar of Mesne Conveyances office for Spartanburg County and such election shall be effective on the date of recordation. Provided, however, that the total number of lots into which the properties may be divided shall not exceed sixty (60).

Section 2. At the time of the initial meeting of the members of the Association (as provided in 1(c) of the Bylaws of Country Club Springs Homeowners' Association) or at any time within a year thereafter, the Declarant shall convey, and the Association shall accept, title to Block I on the above described plat. Provided, however, that until such time as such conveyance shall be made the maintenance of Block I shall be the responsibility of Declarant.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association. When more than one person holds an interest in any one lot, all such persons shall be members. Membership shall be appertenant to and not separable from the ownership of a lot.

Section 2. The Association and the administration of the Properties shall be governed by the By-Laws (the "By-Laws") annexed hereto as Exhibit 1.

Section 3. Ownership of each lot shall entitle the owner thereof to cast one vote on all matters which, under this Declaration and By-laws or any amendments thereto are required or authorized to be decided by the members of the Association and such vote shall be appertenant to and inseparable from the ownership of such lot; provided, however, that the vote of the owners of a lot owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the lot or by the agent of such corporation or other entity, or by a general partner of a partnership, as the case may be and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a

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certificate is not on file, the vote of such members shall not be considered in determining the requirement for a quorum or for any other purpose.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

The Declarant for each lot owned within the Properties hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees:

Section 1. To keep each lot and the improvements thereon in a clean, well maintained and sanitary condition, and maintain all improvements on same in a good state of condition and repair and to repair any damage to any improvements in a reasonable time whether such damage is caused through wear, tear, the elements, acts of God, or casualty.

Section 2. (a) Assessments. The Owners of all lots and the Declarant for each lot owned shall pay to the Association annual assessments and any special assessments to be established as herein provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees for the Association's attorneys shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made and shall give the Association a right of foreclosure for non payment. Each such assessment together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time such assessment fell due.

(b) Purpose of Assessment. The assessments levied by the Association shall be used to promote the health, safety and welfare of the members of the Association, for the improvement and maintenance of the Park and those areas that are the responsibility of the Association and of the units situated upon the properties as the Association may elect.

(c) Payment of Assessment. The annual assessment shall be payable in full within thirty (30) days following the date of the initial meeting of the Association, and thereafter within thirty (30) days following the date of the annual meeting. Special assessments shall be payable in accordance with the terms of the assessment.

(d) Annual Assessments.

(i) Until such time as the initial meeting of the Association

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there shall be no annual or special assessments;

(ii) From the date of the initial meeting of the Association until April 1 of the year immediately following, the maximum annual assessment shall be Twenty Five and no/100 Dollars (\$25.00) per lot;

(iii) Thereafter, the maximum annual assessment may be increased each year by action of the Board of Directors of the Association without a vote of membership but such assessment may not be increased by more than ten (10%) percent above the maximum assessment of the previous year.

(iv) Provided however, that the maximum annual assessment may be increased ten (10%) percent above the assessment of the previous year by a vote in favor of such increase by two thirds (2/3) of the members of the Association at a meeting of the Association where such proposed increase in the assessment is an item on the agenda for such meeting.

(e) Special Assessments. In the event that the Board of Directors determines a need for a Special Assessment for the purpose of defraying in whole or in part the cost of any construction, repair or replacement of a capital improvement upon any of the properties of the Association, or for the purpose of advancing funds necessary for rebuilding, repair or reconstruction of improvements upon any lot in the event of any owner's breach of covenant to repair, the need for such special assessment shall be presented to the Association at a meeting of the Association where such proposed special assessment is an item on the agenda for such meeting and such assessment shall be made after a vote in favor of such assessment by two thirds (2/3) of the members of the Association.

(f) Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8%) percent per annum. The Association or any owner may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Park, or abandonment of the lot owned by him, or vote against the assessment, or any increase in assessment.

(g) Subordination of the Lien to Mortgages. The lien of the

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assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. However, the owner of such lot prior to the sale thereof shall remain personally liable for the unpaid assessment. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. Notice and Quorum for any Action Authorized Under Sections 2(d) and (e). The Notice and Quorum shall be as set forth in the By-Laws of the Association.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1(a). All lots delineated on the plat of the Properties shall be residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than a Townhouse.

(b) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance as determined by the Board of Directors of the Association.

Section 2(a). No building, improvement, fence or other structure shall be commenced, erected, installed or maintained upon the properties, nor shall any addition, change or alteration of the exterior of any improvements be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Association so as to preserve harmony of exterior design and location in relation to surrounding structures and topography. The Board of Directors may, at its option, delegate this responsibility and control to an Architectural Review Committee composed of three or more members of the Association.

(b) All plans must be approved or disapproved in writing by the Board of Directors or the Architectural Review Committee as the case may be within thirty (30) days after said plans have been submitted to the

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Board of Directors by an owner; otherwise, the plans shall be deemed to have been approved.

Section 3. No trailer, tent, shack or other structure shall be erected or placed on any lot whether temporary or permanent.

Section 4. No animals or livestock, of any kind shall be raised, bred or kept on any lot, except that dogs, cats, birds and fish and other household pets approved by the Board of Directors may be kept in reasonable numbers provided they are not kept, bred or maintained for any commercial purpose. Horses, cows, swine, goats, poultry and sheep are specifically excluded.

Section 5. No signboards shall be displayed on any lot except "For Rent" and "For Sale", and such signs shall not exceed 2 x 3 feet in size. No more than two signs shall be displayed on one lot at the same time. Provided, however, the Declarant, its successors and assigns shall have the right to use additional and larger signs for the development of the subdivision.

Section 6. No trees shall be cut or moved from any lot without the approval of the Board of Directors.

Section 7. The Association shall maintain all fences existing upon the properties at the time of the recordation of this Declaration and any future fences which may be constructed upon the Properties by the Declarant or by the Association. There is hereby created, in favor of the Declarant and the Association an easement to maintain said fences.

Section 8. The declarant is specifically excluded from the requirements of this Article.

ARTICLE VI

ROOFS AND WALLS

Section 1. In the matter of the construction and completion of each of said townhouses certain eaves, roof overhangs, brick veneer, wooden siding or other building materials may be attached to the structural walls will or may encroach over onto either the air space or the real estate of an adjoining or contiguous lot. There is hereby created on each of said lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the valid easements for each of said encroachments or overhangs there is also

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granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure comprising a said townhouse is damaged or destroyed and then repaired or rebuilt said encroachments, easements and right of maintenance shall continue to exist.

Section 2. Roofs and walls used in common by more than one owner shall be the responsibility of the respective owners, their heirs, successors and assigns for repair and in the event the entire roof or walls require major repairs or replacements, such owners will be responsible to make the repairs or replacements of the roof and walls used in common and expenses shall be shared by the owners or the users of the roof or walls in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a roof and/or wall used in common is destroyed by fire or other casualty the owners who make use of the roof and/or wall will restore it and shall contribute to the cost of restoration therefor in proportion to such use. Provided however, any owner may call for a larger contribution from another owner under any rule of law regarding liability for negligent or willful damage either through acts of omission or commission.

ARTICLE VII

EASEMENTS AND PROPERTY RIGHTS

Section 1. The properties shall be subject to the easements as are shown on the above referenced plat which is recorded herewith.

Section 2. Owner's Easements. Every owner shall have a right and easement of enjoyment in and to the Park, shown as Block I, and a right of ingress and egress upon easements as shown on the plat which shall be appurtenant to and shall pass with the title to each and every lot.

Section 3. Delegation of Use. Any owner may delegate in accordance with these Declarations his right of enjoyment in and to the Park to the easements for ingress and egress to the members of his family, his guests, tenants and invitees.

Section 4. In addition to the easements noted in Section 1 of this Article these properties shall be subject to a "blanket" easement for utilities including, but not limited to, power, telephone, and cable television lines, water, sewer and drainage lines for service to the property and the units constructed thereon.

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Section 5. A construction easement shall exist in favor of the Declarant, its agents, servants, subcontractors, and employees on all lots for the purpose of construction of improvements. Each owner shall likewise have a construction easement on any adjoining lot required for the purpose of making repairs to improvements; provided that such construction easement in favor of an owner shall be exercised only at reasonable times with notice to the other owners and such owner who exercises use of the construction easement shall be responsible for and immediately repair any damage done to an adjoining lot.

Section 6. An easement is hereby created in favor of the owner of each lot in the lot of the owner of any adjacent and contiguous lot for any eaves, roof overhangs, brick veneer, wood siding and any other building material which may encroach over onto either the air space or the real estate of said lot.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by proceeding at law or in equity, all easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any easement, condition, reservation, lien, charge or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these provisions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment.(a) By Members of the Association Other Than Declarant.

This Declaration may be amended by an instrument signed by not less than 75% of the then land owners certified to vote and any such instrument must be recorded; and, no amendment by the members shall be effective without the consent of Declarant so long as Declarant owns any lot in any Block.

(b) By Declarant. Declarant reserves the right to itself and its successors and assigns to amend the easements, covenants, conditions,

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rights and restrictions, the By-Laws, the Plat and any plans at any time prior to August 1, 1990, without the consent of the other members for any lawful purposes including, but not limited to adding additional Blocks as above stated or incorporating additional Blocks. Provided, however, Declarant can not alter the size or dominions of any lot not owned by it or the Park. No amendment by Declarant shall be effective until recorded.

Section 4. Duration The easements, covenants, conditions, rights and restrictions of this Declaration shall run with the land and be binding on all parties and all persons claiming under them until the first day of April, 2001, and shall thereafter automatically be renewed for successive ten (10) year periods.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25th day of May, 1982.
IN THE PRESENCE OF:

Alexander Gray, Jr.
H. Spencer King

STANDARD BUILDERS & DEVELOPERS, INC.

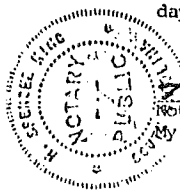
By: Donald R. Finkell, Jr.
Its President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PERSONALLY APPEARED BEFORE ME Alexander Gray, Jr., and made oath that (s)he saw the within named STANDARD BUILDERS & DEVELOPERS, INC., BY Donald R. Finkell, Jr., its President, sign, seal and as its act and deed, deliver the within DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and that (s)he with H. Spencer King witnessed the execution thereof.

Alexander Gray, Jr.

SWORN to before me this 25th
day of May, 1982.



H. Spencer King (SEAL)
Notary Public for South Carolina
My Commission Expires:

Feb. 28, 1988