

RECORDED

DEED 66-X PG 360

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

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RMC
SPARTANBURG, S.C.DECLARATION OF
COVENANTS, RESTRICTIONS AND
EASEMENTS OF FALCON RIDGE

THIS DECLARATION is made this 18th day of November, 1997, by Falcon Development, Inc., a corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, Developer, is the owner of certain land located on the west side of Belcher Road, and more particularly shown and described upon a plat entitled "Falcon Ridge Phase I, and recorded in Plat Book 138, page 76, RMC Office of Spartanburg County, South Carolina, and

WHEREAS, Falcon Ridge Phase I will be a residential community, and the Developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Falcon Ridge Phase I as shown on the above plat to the within Covenants, Restrictions and Easements (herein referred to as covenants and restrictions) for the benefit of each and every owner in Falcon Ridge Phase I, and

WHEREAS, Developer deems it desirable to create an agency to which should be delegated and assigned the powers of maintaining and administering common facilities and administering and enforcing the assessments and charges hereafter created and is incorporating under the laws of the State of South Carolina, as a non-profit corporation, Falcon Ridge Homeowners Association, Inc. for the purpose of exercising the functions aforesaid:

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

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

A. "Association" shall mean and refer to Falcon Ridge Homeowners Association, Inc.

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

C. "Falcon Ridge" shall mean and refer to all of the lots and property shown upon plat of "Falcon Ridge Phase I" referred to above and upon and subsequent plat of "Falcon Ridge" prepared for the Developer and recorded in the RMC Office of Spartanburg County, South Carolina.

D. "Common Properties" shall mean and refer to the areas so designated on the plat of Falcon Ridge Phase I and to any other parcels conveyed to the Association by the Developer.

E. "Developer" shall mean and refer to Falcon Development, Inc.

F. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon a plat of Falcon Ridge Phase I prepared for the Developer and recorded in the RMC Office of Spartanburg County, South Carolina.

G. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of fee simple title to any Lot situated within Falcon Ridge Phase I, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee

Purchaser's Initials

Seller's Initials

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unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

H. "Member" shall mean and refer to any owner of deed to real estate in the Falcon Ridge Subdivision and is automatically a member of the Association by virtue of holding a deed to property.

2. DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election of Directors shall be as set forth in the By-Laws of the Association.

3. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

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

B. Voting Rights. The Association shall have two (2) classes of voting membership as follows:

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

Class B. Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when all lots are sold in both Phases I and II or at the discretion of the Developer.

C. Annual Meeting. The Annual Meeting shall be held during the month of January at a time and place set by the Board of Directors.

4. COVENANT FOR MAINTENANCE ASSESSMENTS.

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

(1) Annual assessment or charges; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the property

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(1) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Falcon Ridge Phase I identifying the subdivision, containing street names or other safety signs, if any.

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

(3) Expenses for the maintenance and upkeep of landscaped areas, such as the berm area located in the highway right-of-way on Belcher Road and the retention area.

(4) For any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-laws and these restrictions. To include garbage collection.

C. Annual Assessments. The annual assessment shall be \$240.00 per year, per Lot. The annual assessment may be adjusted by vote of the Members as herein provided. Lots owned by the Developer or Builders shall be exempt from annual assessments. Such exemption shall not affect the Developer's voting rights in the Association.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Annual Assessments. Subject to the limitations in Paragraph 4.C above and for the periods therein specified, the Association may change the annual assessment fixed by Paragraph 4.C hereof prospectively for any time provided that any such change shall at any time have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized Under Paragraphs 4.D and 4.E. the quorum required for any action respecting assessments authorized by Paragraphs 4.D and 4.E hereof shall be the number of Members present at a meeting duly called and convened pursuant to Paragraphs 4.D and 4.E hereof.

G. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence at closing. Each original homeowner at the closing of his/her home will pay to the Association no more than twelve (12) months in advance as billed by the Association at closing.

H. Notification of Assessments. The Board of Directors of the Association shall fix the date and amount of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Paragraph 4.G above), then such assessments shall become delinquent and

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shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors, and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) from the delinquency date. The Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

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

5. ENFORCEMENT BY HOMEOWNERS ASSOCIATION. Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Falcon Ridge Phase I Homeowners Association, Inc. shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the By-Laws of the Association adopted in accordance with the terms hereof.

6. ATTORNEY'S FEES. Should the owner not prevail in any lawsuit for the enforcement of these restrictions, the owner shall pay a reasonable attorney's fee for the prosecution of the action.

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

8. TERM OF ENFORCEMENT AND AMENDMENTS. These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2020, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Falcon Ridge Phase I agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in Falcon Ridge Phase I. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

9. ADDITIONAL RESTRICTIONS AND DISCLOSURES. This Declaration of Covenants and Restrictions also includes those items specified and defined on the attached Exhibit A. It is further subject to those disclosures shown on Exhibits B, C and D.

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10. EFFECT OF COVENANTS AND ENFORCEMENT.

A. Effect of Provisions of these Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Falcon Ridge Phase I do promise, covenant and undertake to comply with each provision of these covenants, which provisions;

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

(2) shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;

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

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

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer and the Association, their respective successors and assigns, and any owner, his heirs successors, legal representative, Personal Representatives and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

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

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

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EXHIBIT A

ADDITIONAL RESTRICTIONS

1. ADDITIONS. No additions may be made to any home or lot in Falcon Ridge Phase I after the initial purchase, without the written consent of the "Falcon Ridge Homeowners Association".

2. ANIMALS. No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to others. Each Owner shall be responsible and liable for all damage and destruction caused, created by or resulting from trespass by his or her pet, whether with other animals or not. Furthermore, pets shall not be allowed to venture outside an Owner's Lot except on leash with Owner. In connection therewith, the Board shall have the right to set rules and regulations governing the keeping of any such pets and to require the removal thereof from Falcon Ridge Phase I in the event any such pet or pets should be determined by the Association in its sole judgment to be a nuisance or otherwise violate this provision or its intended purpose.

3. ANNEXATION OF ADDITIONAL PROPERTY. The Developer reserves the right but has no obligation to annex additional real property to the Property for inclusion within Falcon Ridge Subdivision for the purposes of creating additional Phases of Falcon Ridge. In the event of such annexation it shall be evidenced by an amendment to these Restrictive Covenants and filed in the public records of Spartanburg, South Carolina, executed solely by the Developer, which amendment shall not require the approval or concurrence of any third parties, including any Owner or Owners whatsoever.

4. BURNING. The burning of grass, leaves, trees, limbs, wood or any other items or materials on any lot or on any common area, easements or rights-of-way areas in Falcon Ridge Subdivision is prohibited.

5. BUSINESS ACTIVITIES PROHIBITED. No commercial operations, business operations, manufacturing or production shall be permitted upon any lot. The selling, showing, or marketing from a lot of any kind of services, goods, products or apparel is expressly prohibited. This includes home child care activities, beauty shops, and the selling of lawn mowers, automobiles, trucks, boats, trailers, repair shops, etc.

6. CLOTHESLINES. No clothesline or similar device shall be allowed on any outdoors portion of a Lot, nor shall clothes be hung anywhere outdoors.

7. COMMON AREAS. At a point in time, the streets in Falcon Ridge will be dedicated to the County of Spartanburg and the retention pond to the Spartanburg Sanitary Sewer Department. The remaining common areas which include the two entrance signs and their surrounding landscaping, and the street lights will be the responsibility of the Association to include all costs.

8. COVENANT OF GOOD APPEARANCE AND REPAIR. Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property. In the event that an Owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Falcon Ridge Phase I Homeowners Association, Inc., or their agents or employees, shall have the right to enter the Lot, and maintain same and charge the cost thereof to the Owner, but no work shall be done without due and proper notice to the Owner and an amount of not less than thirty (30) days to correct specified deficiencies. In the event the owner

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

9. FENCING. No wire, metal or typical chain link fencing shall be erected on any lot. Only black vinyl coated fencing, the design and style of which must be approved by the Developer, shall be permitted. Fencing shall be permitted on any lot beginning at the rear of the home extending to the rear lot set back line and connecting east, west, north or south. Permissible height is four feet (4') to five feet (5'). No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the building setback line shown on the lot survey.

Developer reserves the right to grant a waiver or variance to this provision, but only in cases where compliance creates an undue hardship as the result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing and is not guaranteed or automatic.

10. FIREWORKS. Shooting of fireworks of any kind, and the storage thereof, are prohibited unless carried out in conjunction with a supervised activity of the Developer or the Falcon Ridge Homeowners Association, Inc.

11. 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 Association in accordance with its building approval procedure as above set forth. This approval must be in writing.

12. GARAGES. Single or double garages are permitted with the permission of the Falcon Ridge Home Owners Association. Factors for approval or disapproval include, but are not limited to, set back building lines, design placement of garage, size and the overall look when complete. Carports are not allowed. Garages must be enclosed on all sides and doors closed when not in use.

13. GARBAGE PICK UP. The Falcon Ridge Home Owners Association will contract with one refuse company to collect garbage weekly. The refuse company will furnish to home owner with a trash container and the pick up will be at the curb. The cost of the garbage service will be billed to the Falcon Ridge Homeowners Association quarterly. This cost is included within the homeowner's association dues. The contract with the refuse company will be for three (3) year cycles and may or may not be renewed depending on the vote of the Board of Directors of the Falcon Ridge Homeowners Association. Only one refuse, garbage, or trash removal company will be allowed on the premises of Falcon Ridge Subdivision during any contract period.

14. GARDENS. An area no larger than one hundred (100) square feet may be maintained in the back yard only of each lot for the growing of vegetables not intended for sale but only for the consumption of the lot owner or family thereof. The maximum allowable height of the garden vegetables should not exceed two (2) to three (3) feet. This would eliminate items such as corn and very large tomato vines.

15. GENERAL EASEMENTS. Developer reserves an easement five (5') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, CTV, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for utility and/or drainage purposes as will be shown upon a duly recorded plat of Falcon Ridge Phase I. All utility service lines, including cable television,

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telephone, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure located upon a lot.

16. RESIDENTIAL MAIL AND PAPER BOXES. Each home owner will be responsible for repairing or replacing, at their expense, their mail/paper boxes if damaged, destroyed or otherwise fall into a condition deemed unsightly or unusable by the association. These must be uniform in design and approved by the Association.

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

18. MINIMUM HEATED AREA. All manufactured homes will be double-wide. The minimum size of heated upfitted area is one thousand two hundred (1,200') square feet.

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

20. MODIFICATION OF LOTS. The Developer reserves the right to add to, modify and alter lot lines between two or more lots owned by it, or, if agreeable with an Owner, a lot line between a lot owned by the Owner and a lot owned by the Developer so long as such modification or alteration does not adversely affect the nature of other Lots in that Phase. This right exists only during construction and development of the subdivision by the Developer.

21. MOTORIZED VEHICLES. No portion of a lot, common areas or street within the Falcon Ridge Subdivision may be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

22. NOISE. When any noise becomes a nuisance to any homeowner, from a home, lot or any street in Falcon Ridge Subdivision, it must cease. This includes, but is not limited to, levels of noise from persons, radios, cd players, televisions, vehicles, etc.

23. NUISANCES AND OFFENSIVE ACTIVITIES. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted upon any lot or allowed to exist on any lot or the adjoining street or streets within the boundaries of Falcon Ridge Subdivision.

24. OUTSIDE STORAGE. No outside storage is allowed in open areas of any lot. If home has a garage, door must stay closed when not in use. Utility buildings provided will have a vinyl exterior matching the color of the manufactured home and must remain in the location where set up.

25. PARKING OF BOATS AND RECREATIONAL VEHICLES. No camping trailer, recreational vehicle, boat, boat trailer, or other similar recreational vehicle or other device or equipment shall be permitted to stand on any lot or parked in the street right-of-way; they may be parked in an enclosed garage.

No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently having an up-to-date license tag shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage.

Also, no buses, trucks, tractor-trailers or trailers other than pick-up trucks not to exceed one (1) ton weight in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading.

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may not be feasible. Prior to the placement or construction of any swimming pool, written permission must be given by the Falcon Ridge Homeowners Association as well as comply with any county or state laws pertaining to such items, i.e. fencing, safety measures, etc. Only inground pools will be allowed.

27. PORCHES AND DECKS. All porches and decks must remain open and may not be enclosed by any material to include screening materials, windows, glass, etc. Decks must have lattice skirting as not to be open underneath. Any exceptions must be in writing by the Association or Developer.

28. SCREENING OF YARD EQUIPMENT. Lawnmowers or other lawn maintenance equipment shall be kept in an enclosed area so as to not be visible from any street or adjoining property. This includes lawn mowers and/or utility-type trailers. This equipment must be kept under the deck or in the utility building provided in the mandatory site improvement package.

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

30. SIGNS. No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for development of the property.

31. SINGLE FAMILY RESIDENTIAL USE. No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed one story in height.

32. SPORTS ACTIVITY. No basketball goals or other sports equipment is allowed on the street, either temporary or permanent, within the Falcon Ridge Subdivision. Also the use of skate boards, skates, etc. and not allowed on any streets in Falcon Ridge Subdivision.

33. STREET LIGHTING. Street lighting will be installed by the Developer, the expense of operation is the responsibility of the Association.

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

35. TELEVISION OR RADIO ANTENNA AND SATELLITE DISHES. No type of antenna, satellite dish or similar device for the transmission or reception of signals of any kind shall be erected or allowed to remain on any lot or home without the express written permission of the Developer or the Association.

36. TEMPORARY SALES OFFICE. The Developer shall have the right to place, erect or use an existing home as a temporary sales office on any lot in the development for the purpose of marketing homes and/or lots.

37. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property. The Association shall have the right to set standards for the storage of such garbage and trash, including screening, areas upon Lots within which trash may be stored or placed and the containers within which the same shall be placed or kept prior to pickup by the service providing trash or garbage pickup. A place will be provided behind the utility building for each lot.

38. YARD ART. Flag poles, fish ponds, mini water falls, bird baths, swing sets,

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figurines, mountain-type rocks, statues, wind mills, pink flamingos, tires used as planters, white washing of trees, silhouettes, painted figures, etc. are not allowed on any lot or common area within the Falcon Ridge Subdivision. A home type and home mounted flagholder may be attached to the home with a maximum of three (3') foot pole. Swing sets and other types of children's playground equipment must be located at the rear of the home.

39. YARD SALES. Yard sales and/or garage sales are not permitted on any lot, common area or street within Falcon Ridge Subdivision. The sale of a personal vehicle must not create a spectacle. The vehicle must not be parked in the street nor in the grass area of a lot or right-of-way. The vehicle must be parked in the owner's driveway.

40. YARD LIGHTS. A yard lamp will be included in the mandatory site improvements in the front yard at the driveway/walkway. Additional outside lighting must be a porch light or flood lights mounted to the home in an appropriate location and of a wattage not to cause a nuisance to any adjoining neighbors. Additional yard poles for lighting are not permitted of any design or material.

41. MISCELLANEOUS.

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

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

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

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

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

F. Agreement. Purchasers of a lot or lots in Falcon Ridge Subdivision, Phase I have read and understand all covenants, restrictions and agree to accept them in their entirety as evidenced by their signatures.

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EXHIBIT B

SITE IMPROVEMENT PACKAGE
"MANDATORY"

Double-wide Only with Minimum of 3/12 Roof Pitch

- A. Matching designer mail and paper boxes
- B. Fully landscaped yards, including clearing and grading.
- C. Concrete driveway.
- D. Concrete walkway with yard lamp.
- E. Gable or Raised roof with large front brick porch, 5' in depth with railing. Length will be determined by Developer.
- F. Rear wooden deck with lattice underpinning.
- G. All on-site hook-ups; electric, water and sewer.
- H. Brick underpinning.
- I. Concrete footings.
- J. Seamless home gutters and "home type" exterior front doors.
- K. All necessary grading to place unit on lot.
- L. Survey of lot for mortgage loan.
- M. All permits required.
- N. Utility building, 8' x 6; with matching vinyl exterior and roof.
- O. Electric meter must be attached to the home.
- P. All closing costs necessary to purchase lot and home shall be paid by the Purchaser.

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EXHIBIT C

FALCON RIDGE

Falcon Development, Inc.

"MISSION STATEMENT"

10/15/97

Falcon Ridge Subdivision has been designed and developed exclusively for new double wide manufactured homes. It is our mission to create a restricted single family orientated neighborhood that all can be proud of and one that will allow each property to increase in value to its maximum potential.

Our Covenants and Restrictions are designed to allow all home owners quiet enjoyment of their homes in an atmosphere similar to the finer neighborhoods in Spartanburg County.

All homes in Falcon Ridge Subdivision must be new double-wide manufactured homes with vinyl exterior siding and composition roof shingles. The homes must be double-wide and a minimum of 1,200 square feet.

"Developer approval of each home before you order". We cannot be responsible if you do not have written approval prior to ordering. Falcon Development, Inc. reserves the right to approve or disapprove any and all homes in Falcon Ridge Subdivision.

Prior to ordering your new home for Falcon Ridge Subdivision, you must first have written approval from Falcon Development, Inc. to insure that the design will allow our construction team to install the gable or raised roof, the front porch and the rear wooded deck properly. These items are part of the mandatory site improvement package for Falcon Ridge Subdivision.

Acceptable designs for the homes are new double-wide only, a straight roof line (left to right) without a factory dormer. The position of all front, side and rear doors as well as the placement of windows. Factory built side or corner porches are not allowed.

SOME STYLES DO NOT MEET THIS CRITERIA.

Lots to be deeded to Purchaser by Falcon Development, Inc. No real estate commissions to be paid to Developers.

Jerry Massey, a representative for Keymarket, spoke at a Spartanburg County Board of Appeals meeting, and stated they owned property adjoining Falcon Ridge Subdivision on which a transmittal tower for a radio station is placed. He stated he would like to request that the developer be required to inform the potential buyers of the interference of radio frequency with radios and telephones in the immediate area. He stated towers draw lightning much easier when there is an increase of surrounding structures. He also asked that the developer be required to place a fence along the property line to keep people off the property where the tower is located. The Board took no action regarding Mr. Massey's request.

Winterizing bill

Total cost: \$35.00

From: Greg Hinson
P.O. Box 678
142 McBeth Road
January 13, 2006

EXHIBIT D

DEED 66-X PG 372

WITNESS our hands and seals this 18th day of November, 1997.

WITNESSES:

[Signature]
Melinda Cantrell

FALCON DEVELOPMENT, INC.

By: [Signature] (SEAL)
 CARL M. BIJEAU
 Its: President

By: [Signature] (SEAL)
 HARRY L. TAYLOR, JR.
 Its: Vice President

STATE OF SOUTH CAROLINA)
 :
 COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Falcon Development, Inc., by Carl M. Bijean + Harry Taylor, Jr., its President + Vice President, sign, seal and as his/her act and deed deliver the within written Covenants, Restrictions and Easements of Falcon Ridge and that they as subscribed above, witnessed the execution thereof.

SWORN TO before me this
18th day of November
 1997

[Signature] (SEAL) Melinda Cantrell

Notary Public for S.C.
 My Commission Expires: 05-30-01

DEEDb 7A PG 908

[illegible]

THIS IS TO AMEND that Declaration made the 18th day of November, 1997, by Falcon Development, Inc., a corporation organized and existing under the laws of the State of South Carolina, recorded in Deed Book 1610X, Page 360, RMC Office for Spartanburg County, as follows:

1. As to paragraph 18, Page 8:

18. MINIMUM HEATED AREA. All manufactured homes will be double-wide. The minimum size of heated upfitted area is one thousand one hundred twenty (1120') square feet.

2. As to paragraph three, Page 11b

All homes in Falcon Ridge Subdivision must be new double-wide manufactured homes with vinyl exterior siding and composition roof shingles. The homes must be double-wide and a minimum of 1,120 square feet.

WITNESS our hands and seals this 18th day of December, 1997.

WITNESSES:

Elizabeth Blanchard
Melinda Cantrill

FALCON DEVELOPMENT, INC.

By: Carl M. Bjeau (SEAL)
CARL M. BJEAU
Its: President

By: Harry L. Taylor, Jr. (SEAL)
HARRY L. TAYLOR, JR.
Its: Vice President

RECORDED
97 DEC 18 PM 4: 15
RMC
SPARIANBURG, S.C.

DEED 67A PG 909

STATE OF SOUTH CAROLINA)
: PROBATE
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Falcon Development, Inc., by Carl M. Bijeau + Harry L. Taylor Jr., its President + Vice President, sign, seal and as his/her act and deed deliver the within written Covenants, Restrictions and Easements of Falcon Ridge and that they as subscribed above, witnessed the execution thereof.

SWORN TO before me this
18th day of December
1997.

Melinda Cantrell (SEAL)

Elizabeth L. Blanchard

Notary Public for S.C.

My Commission Expires: 02-16-05

RECORDED
DEED 71-M P6546 00 FEB 15 PM 3:32

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) RMC DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS OF
FALCON RIDGE PHASE II

WHEREAS, Falcon Development, Inc., a corporation organized and existing under the Laws of the State of South Carolina, is the owner of certain land located on the west side of Belcher Road, and more particularly shown and described upon a plat entitled "Falcon Ridge Phase II" recorded in Plat Book 146, page 831, RMC Office for Spartanburg County, South Carolina; and

WHEREAS, Falcon Ridge Phase II adjoins Falcon Ridge Phase I and the developer desires to provide for the same preservation of values and amenities of said residential community and for the maintenance of common facilities, and to these ends, desires to subject all of the lots in Falcon Ridge Phase II, as shown on the above-referenced plat, to the same Covenants, Restrictions and Easements as have been imposed upon Falcon Ridge Phase I;

NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual benefits and advantages to the developer and future property owners of lots in Falcon Ridge Phase II, Falcon Development, Inc., developer, does hereby impose upon all of the lots of Falcon Ridge Phase II shown and described upon a plat entitled "Falcon Ridge Phase II" recorded in Plat Book 146, page 831, RMC Office for Spartanburg County, South Carolina, the same covenants, conditions, restrictions, easements, charges and liens as is imposed upon Falcon Ridge Phase I by that certain Declaration of Covenants, Restrictions and Easements of Falcon Ridge dated November 18, 1997,

recorded November 18, 1997, in Deed Book 66 X, page 360, RMC Office for

DEED 71-M PG 547

Spartanburg County, South Carolina, and as amended by that certain Amendment to Declaration of Covenants, Restrictions and Easements of Falcon Ridge dated and recorded December 18, 1997, in Deed Book 67-A, page 908, aforesaid RMC Office.

WITNESS my hand and seal this 11th day of February, 2000.

WITNESSES:

FALCON DEVELOPMENT, INC.:

Robin A. Kruse
James W. Steele

by: Carl M. Bijau
Carl M. Bijau, Its President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw Falcon Development, Inc., by Carl M. Bijau, its President, sign, seal, and execute the above Declaration of Covenants, Restrictions and Easements of Falcon Ridge Phase II, and that (s)he with the other witness named above witnessed the execution of same.

SWORN to before me this 11th
day of February, 2000.

James W. Steele
Notary Public for South Carolina
My Commission Expires: 12-6-2000

Robin A. Kruse

DEED 72-L PG 241

STATE OF SOUTH CAROLINA) AMENDMENT TO DECLARATION OF
) COVENANTS, RESTRICTIONS AND
 COUNTY OF SPARTANBURG) EASEMENTS OF FALCON RIDGE

WHEREAS, we the undersigned owners of more than two-thirds (2/3) of the lots in Falcon Ridge Subdivision, Phases I and II, hereby desire to amend the Covenants, Restrictions and Easements of said Subdivision as set forth below;

NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual benefits continued herein, we amend the Covenants, Restrictions and Easements of Falcon Ridge Phases I and II as follows:

To amend that Declaration made the 18th day of November, 1997 by Falcon Development, Inc. a corporation organized and existing under the laws of the State of South Carolina, recorded November 19, 1997 in Deed Book 66X, Page 360. RMC Office for Spartanburg County; amended and recorded December 18, 1997 in Deed book 67-A, page 908, aforesaid RMC Office, and amended and recorded February 15, 2000 in Deed Book 71-M, Page 546, aforesaid RMC Office, as follows:

To eliminate the necessity of forming a corporation for the Homeowner's Association as stated in paragraph 4, page 1.

WITNESS our hand and seal this 13th day of June, 2000.

Signatures attached - page 2

Witnesses:

Helen Kay
Aileen R. Bijean

Falcon Development, Inc.

Carl M. Bijean
 Carl M. Bijean, Its President

RECORDED
 00 AUG - 3 PM 2:15
 RMC
 SPARTANBURG, S.C.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that she was present and saw Falcon Development, Inc., by Carl M. Bijean, its president, and the above signing individual lot owners sign, seal, and execute the above Amendment to the Declaration of Covenants, Restrictions and Easements of Falcon Ridge and that she with the other witness named above witnessed the execution of same.

SWORN to before me this 13th
 day of June, 2000

Aileen R. Bijean
 Notary Public for South Carolina
 My Commission Expires: December 9th, 2004

Helen Kay

DEED 72-L PG 242

AMENDMENT CONSENT FORM

This is to amend the DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF FALCON RIDGE in accordance with the By-Laws of the Falcon Ridge Homeowner's Association in regard to the following:

To eliminate the necessity of forming a corporation for the Falcon Ridge Homeowner's Association as stated in paragraph 4, page 1.

NAME	LOT#	WITNESS
<i>Richard & Lucy O'Leary</i>	21	Arlene R. Bigean Helen Rapp
<i>Donald L. Lusk</i>	18	Arlene R. Bigean Helen Rapp
<i>John Brantley</i>	22	Arlene R. Bigean Helen Rapp
<i>Ray & Campbell</i>	36	Arlene R. Bigean Helen Rapp
<i>Borden H. Miller</i>	4	Arlene R. Bigean Helen Rapp
<i>Elmer Malloy</i>	13	Arlene R. Bigean Helen Rapp
<i>Sula Luck</i>	12	Arlene R. Bigean Helen Rapp
<i>Jessie Wilen</i>	05	Arlene R. Bigean Helen Rapp
<i>Mrs & Mrs Charles M. Baker</i>	23	Arlene R. Bigean Helen Rapp
<i>Mrs & Mrs Carl Rapp</i>	24	Arlene R. Bigean Helen Rapp
<i>Mary & William Hernandez</i>	27	Arlene R. Bigean Helen Rapp
<i>Paul J. Rapp</i>	25	Arlene R. Bigean Helen Rapp
<i>Franky Dicks</i>	26	Arlene R. Bigean Helen Rapp
<i>Bob Palmer</i>	15	Arlene R. Bigean Helen Rapp
<i>Carl Miller</i>	20	Arlene R. Bigean Helen Rapp
<i>Falcon Development Inc.</i>	1, 2, 6-9, 28, 29	Arlene R. Bigean Helen Rapp
<i>By: Carl Miller</i>	31-35, 37-39, 41-59	Arlene R. Bigean Helen Rapp
	61-62	

DEED 86 D PG 005

DEE-2006-35462
Recorded 4 Pages on 7/3/2006 11:00:37 AM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)
AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS AND
EASEMENTS OF FALCON RIDGE

WHEREAS, we the undersigned owners of more than two-thirds (2/3) of the lots in Falcon Ridge Subdivision, Phases I and II, hereby desire to amend the Covenants, Restrictions and Easements of said Subdivision as set forth below:

NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual benefits continued herein, we amend the Covenants, Restrictions and Easements of Falcon Ridge Phases I and II as follows:

To amend that Declaration of Covenants, Restrictions, and Easements of Falcon Ridge made the 18th day of November, 1997 by Falcon Development, Inc., recorded November 19, 1997 in Deed Book 66-X, Page 360, RMC Office for Spartanburg County, State of South Carolina, amended and recorded December 18, 1997 in Deed book 67-A, page 908, aforesaid RMC Office, and amended and recorded February 15, 2000 in Deed Book 71-M, page 546, aforesaid RMC Office, amended and recorded August 3, 2000 in Deed Book 72-L, page 241 as follows:

1. To Incorporate the Falcon Ridge Homeowner's Association under the laws of South Carolina, as a non-profit corporation to exercise the functions of the "Declaration of Covenants, Restrictions and Easements of Falcon Ridge".
2. To collect assessments (homeowner's dues) on a monthly, quarterly, semiannual or annual basis and to provide that the billing period anniversary be effective the first (1st) day of January of each year.

WITNESS our hand and seal this 30th day of JUNE, 2006.

Signatures attached -- page 2

Witnesses:

Jessie Wilkins
Arlene R. Bijean

Falcon Development Inc.

Carl M. Bijean
Carl M. Bijean, Its President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that he/she was present and saw Falcon Development, Inc., by Carl M. Bijean, its President, and the above signing individual lot owners, sign, seal, and execute the above Amendment to the Declaration of Covenants, Restrictions and Easements of Falcon Ridge and that he/she with the other witness named above witnessed the execution of same.

SWORN to before me this 30th

Day of JUNE, 2006

Arlene R. Bijean
Notary Public for South Carolina
My Commission Expires: _____

My Commission
Expires
November 15, 2014

Jessie Wilkins
Witness

AMENDMENT CONSENT FORM

This is to amend the DECLARATIONS OF COVENANTS, RESTRICTIONS AND EASEMENTS OF FALCON RIDGE in accordance with the By-Laws of the Falcon Ridge Homeowner's Association in regard to the following:

1. To Incorporate the Falcon Ridge Homeowner's Association under the laws of South Carolina, as a non-profit corporation to exercise the functions of the "Declaration of Covenants, Restrictions and Easements of Falcon Ridge".
2. To collect assessments (homeowner's dues) on a monthly, quarterly, semiannual or annual basis and to provide that the billing period anniversary be effective the first (1st) day of January of each year.

Homeowner:	Address	Witness:
1. <u>John Williams</u> Signature Print Name: <u>JOHN Williams</u>	<u>108 Falcon Ridge Dr</u> Lot # <u>5</u>	<u>Jessie Weller</u> Signature <u>Delene R. Bigean</u>
2. <u>Charles M. Baker</u> Signature Print Name: <u>Charles M. Baker</u>	<u>311 Talon Way</u> Lot # <u>23</u>	<u>Jessie Weller</u> Signature <u>Delene R. Bigean</u>
3. <u>Brian K. Perry</u> Signature Print Name: <u>Brian K. Perry</u>	<u>317 Talon Way</u> Lot # <u>24</u>	<u>Jessie Weller</u> Signature <u>Delene R. Bigean</u>
4. <u>Gerry B. Luck</u> Signature Print Name: <u>Gerry B. Luck</u>	<u>114 Falcon Ridge Dr</u> Lot # <u>12</u>	<u>Jessie Weller</u> Signature <u>Delene R. Bigean</u>
5. <u>Sula Luck</u> Signature Print Name: <u>Sula Luck</u>	<u>114 Falcon Ridge Dr</u> Lot # <u>12</u>	<u>Jessie Weller</u> Signature <u>Delene R. Bigean</u>
6. <u>Tanya Smith</u> Signature Print Name: <u>Tanya Smith</u>	<u>357 Belcher Rd</u> Lot # <u>1</u>	<u>Jessie Weller</u> Signature <u>Delene R. Bigean</u>
7. <u>Jack Phillips</u> Signature Print Name: <u>JACK Phillips</u>	<u>353 Belcher Rd</u> Lot # <u>2</u>	<u>Jessie Weller</u> Signature <u>Delene R. Bigean</u>
8. <u>Marie E. Jenkins</u> Signature Print Name: <u>Marie E. Jenkins</u>	<u>109 Falcon Ridge Dr</u> Lot # <u>20</u>	<u>Jessie Weller</u> Signature <u>Delene R. Bigean</u>
9. <u>Leroy Jenkins</u> Signature Print Name: <u>Leroy Jenkins</u>	<u>109 Falcon Ridge Dr</u> Lot # <u>20</u>	<u>Jessie Weller</u> Signature <u>Delene R. Bigean</u>
10. <u>Susan Suttles</u> Signature Print Name: <u>Susan Suttles</u>	<u>308 Talon Way</u> Lot # <u>26</u>	<u>Jessie Weller</u> Signature <u>Delene R. Bigean</u>
11. <u>Mery A. Hernandez</u> Signature Print Name: <u>Mery A. Hernandez</u>	<u>127 Falcon Ridge Dr</u> Lot # <u>27</u>	<u>Jessie Weller</u> Signature <u>Delene R. Bigean</u>
12. <u>William Hernandez</u> Signature Print Name: <u>William Hernandez</u>	<u>127 Falcon Ridge Dr</u> Lot # <u>27</u>	<u>Jessie Weller</u> Signature <u>Delene R. Bigean</u>

Dated this 30th day of JUNE, 2006

Jessie Weller
Delene R. Bigean

Homeowner:	Address	Witness:
13. <u>Patricia McMurray</u> Signature Print Name: Patricia McMurray	<u>617 Kestrel Bluff</u> Lot # 31	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
14. <u>Leslie Mills</u> Signature Print Name: Leslie Mills	<u>215 Kylene Court</u> Lot # 10	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
15. <u>Alexis Pearson</u> Signature Print Name: Alexis Pearson	<u>710 Hawk Run</u> Lot # 35	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
16. <u>Angela Pearson</u> Signature Print Name: Angela Pearson	<u>710 Hawk Run</u> Lot # 35	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
17. <u>Jesse Gates</u> Signature Print Name: Jesse Gates	<u>168 Falcon Ridge Dr</u> Lot # 53	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
18. <u>Alex B. Mercado</u> Signature Print Name: Alex B. Mercado	<u>180 Falcon Ridge Dr</u> Lot # 51	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
19. <u>Yakira Mercado</u> Signature Print Name: Yakira Mercado	<u>180 Falcon Ridge Dr</u> Lot # 51	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
20. <u>Kathy Pilgrim</u> Signature Print Name: Kathy Pilgrim	<u>165 Falcon Ridge Dr</u> Lot # 40	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
21. <u>Bright Foster</u> Signature Print Name: Bright Foster	<u>150 Falcon Ridge Dr</u> Lot # 56	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
22. <u>Melissa Foster</u> Signature Print Name: Melissa Foster	<u>150 Falcon Ridge Dr</u> Lot # 56	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
23. <u>Ella Murphy</u> Signature Print Name: Ella Murphy	<u>517 Harrier Cliff</u> Lot # 60	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
24. <u>Mamie Stripling</u> Signature Print Name: Mamie Stripling	<u>517 Harrier Cliff</u> Lot # 60	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
25. <u>Matt Britton</u> Signature Print Name: Matt Britton	<u>132 Falcon Ridge Dr</u> Lot # 62	<u>Jessie Weller</u> <u>Delene R. Bijean</u>
26. <u>Brittany Britton</u> Signature Print Name: Brittany Britton	<u>132 Falcon Ridge Dr</u> Lot # 62	<u>Jessie Weller</u> <u>Delene R. Bijean</u>

Dated this 30th day of JUNE, 2006
Jessie Weller
Delene R. Bijean

Homeowner:

Address

Witness:

27. Teresa J. Painter 208 Kylene Ct
 Signature
 Print Name: Teresa J. Painter Lot # 6

Jessie Wallin
Dulene R. Bijean

28. Karen P. McDowell 208 Kylene Ct
 Signature
 Print Name: Karen P. McDowell Lot # 6

Jessie Wallin
Dulene R. Bijean

29. Roy Wilkie 209 Kylene Ct.
 Signature
 Print Name: Roy Wilkie Lot # 11

Jessie Wallin
Dulene R. Bijean

30. Crystal H. Steadings 214 Kylene Ct
 Signature
 Print Name: Crystal H. Steadings Lot # 7

Jessie Wallin
Dulene R. Bijean

31. Donald Hicks 126 Falcon Ridge Dr
 Signature
 Print Name: Donald Hicks Lot # 18

Jessie Wallin
Dulene R. Bijean

32. Kenyan Alverson 156 Falcon Ridge Dr
 Signature
 Print Name: Kenyan Alverson Lot # 55

Jessie Wallin
Dulene R. Bijean

33. Lillie M. Jackson 103 Falcon Ridge Dr
 Signature
 Print Name: Lillie M. Jackson Lot # 19

Jessie Wallin
Dulene R. Bijean

34. Franky Suttles 308 Talon Way
 Signature
 Print Name: Franky Suttles Lot # 26

Jessie Wallin
Dulene R. Bijean

35. Susan Owen 312 Talon Way
 Signature
 Print Name: Susan Owen Lot # 35

Jessie Wallin
Dulene R. Bijean

36. Thomas M. Miller 616 Kestrel Bluff
 Signature
 Print Name: Thomas M. Miller Lot # 30

Jessie Wallin
Dulene R. Bijean

37. Elmer P. Mallory 402 Merlin Pt
 Signature
 Print Name: Elmer P. Mallory Lot # 13

Jessie Wallin
Dulene R. Bijean

38. Peggy J. Mallory 402 Merlin Pt
 Signature
 Print Name: Peggy J. Mallory Lot # 13

Jessie Wallin
Dulene R. Bijean

39. Carl M. Bijean 349 Belcher Rd
 Signature
 Print Name: Carl M. Bijean Lot # 3

Jessie Wallin
Dulene R. Bijean

40. Carl M. Bijean Pres. Falcon Development Inc
 Signature
 Print Name: Carl M. Bijean Lot # 32, 33, 37, 38, 39, 44, Lot # 45, 46, 47, 48, 49, 50, 57, 58, 59

Jessie Wallin
Dulene R. Bijean

Dated this 30th day of JUNE, 2006

Jessie Wallin
Dulene R. Bijean