

DEED 56-D PG 805

## RECORDED

1990 JAN 12 PM 1:48  
 STATE OF SOUTH CAROLINA }  
 COUNTY OF SPARTANBURG }  
 SPARTANBURG, S.C. }  
 R.M.C. }  
 DECLARATION OF COVENANTS  
 AND RESTRICTIONS  
 RIVER FALLS PLANTATION  
 PHASE I

THIS DECLARATION is made this 9th day of January, 1989,  
 by River Falls Plantation Golf, Inc., hereafter called the  
 "Developer."

## WITNESSETH

WHEREAS, the Developer is the owner of real property described on the attached Exhibit A, known as River Falls Plantation, Phase I, and desires to create thereon a residential community, to provide for the preservation of the values and amenities of said community, and, to this end, desires to subject the real property described in Phase I and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, now,

THEREFORE, Developer declares that the real property described in Exhibit A, known as River Falls Plantation, Phase I, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") hereafter set forth.

## ARTICLE I

## ARCHITECTURAL REVIEW COMMITTEE

1. Purpose and Appointment. In order to enhance the aesthetic quality of the Property, protect the natural beauty of the environment, secure and enhance confidence and security to owners and nurture tasteful and well appointed improvements, Developer shall establish an Architectural Review Committee. The persons who shall serve on the Committee shall be appointed by the Developer for such terms and under such conditions as shall be determined exclusively by the Developer. The persons serving

DEED 56-D PG 806

on the Committee are not required to own property in the development, nor are they required in any way to be affiliated with it. The primary function of the Committee shall be to review, approve or disapprove final construction plans and proposals for improvements upon the property. The Committee shall consult and advise the Owners, their architects, contractors or builders concerning the merits of the construction plans and recommend, if required, any changes or modifications which may be necessary for the plans to meet approval.

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

3. Compensation and Consultation. The Developer shall be responsible for compensating the Committee members and any consultants associated by the Committee for the purpose of carrying out its duties.

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

## ARTICLE II

### Restrictions

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

DEED 56-D PG 807

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

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

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

No home may be constructed or maintained so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than two thousand (2,000) square feet in the case of a one story or two thousand four hundred (2400) square feet in the case of a two story (minimum of sixteen hundred [1600] square feet on the ground level). This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown.

DEED 56-D PG 808

4. Building setback lines. No improvement shall be located closer than forty (40) feet to the front line of any lot, closer than fifteen (15) feet to the side line of any lot, or closer

than forty (40) feet to the rear line of any lot; provided, however, that in the case of lots adjacent to fairways of River Falls Plantation Golf Course, no improvement shall be located closer than fifty (50) feet to the rear line of any lot.

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

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

7. Damage to Curb, Gutter and Pavement. If during construction or otherwise, the curb, gutter or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot or tract upon which such construction is being done shall bear the costs of replacing or repairing such damage, which will be performed by the Developer. Any such amount shall constitute an assessment against the lot and may be filed as a lien, as provided herein.

8. Driveways. All driveways shall be hard surfaced and shall be maintained by the owner of the lot in a good state of repair. Where driveways from a lot intersect the public street, and a concrete driveway is to be installed, the existing concrete curbing shall be removed at a joint, or cut by sawing and the concrete driveway connected to the existing pavement in a good and workmanlike manner without disturbing the paved street. If an asphalt driveway is to be used, the existing concrete curb section shall be replaced with a concrete driveway apron between the paved street and the back edge of the existing concrete curb.

DEED 56-D PG 809

All curb cuts shall be blended down to driveway level at a slope of not more than two (2") inches per foot.

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

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

11. White brick. White brick or cream-colored brick or standard concrete block shall not be permitted for use on the exterior of any structure in the development without the specific approval of the Architectural Review Committee.

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

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

14. Trees. No trees nor any flowering tree may be removed nor may any major clearing of small trees be performed without the approval of the Architectural Control Committee. Excepted herefrom shall be damaged trees as determined by the Architectural Control Committee or the Association or trees which must be removed because of an emergency, or to prevent a potentially dangerous situation.

15. Maintenance of lot. Every owner of an unimproved Lot shall keep such property free of debris and unsightly underbrush,

DEED 56-D PG 810

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

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

17. Sewage. All sewage shall be disposed of through septic tank systems approved by the South Carolina Department of Health and Environmental Control.

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

19. Signs. No owner shall display or cause or allow to be displayed to public view any sign, placard, poster, billboard or identifying name or number upon any residence except as may be allowed by the Committee.

20. Recreational vehicles. Any camper, boat, trailer recreational or commercial vehicles must be stored behind the closed doors of the garage. No motorcycles, motorbikes,

DEED 56-D PG 811

minibikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path.

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

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

23. Parking. Provisions must be made for off-street of owners' vehicles.

24. Tennis courts. No tennis courts shall be constructed on any lot.

25. Bird sanctuary. All property is designated as a bird sanctuary.

### ARTICLE III

#### Easements

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

2. Golfers' Easement. All property adjacent to or near the golf course shall be subject to the right and easement on the part of registered golfers and their caddies to enter upon such property to remove a ball or to play a ball, subject to the official rules of the golf course. Such entering and playing shall not be a trespass, provided, however, that after a home is substantially completed, entry shall be limited to the recovery

DEED 56-D PG 812

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

## ARTICLE IV

## Home Owners Association

✓ 1. Creation of the Home Owners Association. The Developer shall cause to be incorporated under South Carolina law a non-profit corporation called the River Falls Plantation Home Owners Association.

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

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

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

## ARTICLE V

## Assessments

1. Initial Assessment. Beginning January 1, 1990, the annual assessment shall be One Hundred Twenty and no/100 Dollars (\$120.00) per lot. The assessment shall be pro-rated for purchasers from the Developer, based on the number of days



DEED 56-D PG 813

remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.

2. Subsequent assessments. From and after January 1, 1991, the annual assessment may be increased by vote of the members.

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

#### ARTICLE VI

##### General Provisions

1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Committee or the Association, of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending December 31, 2018, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

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

3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to

DEED 56-D PG 814

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

5. Subject Property. The provisions hereof shall apply to all property described in Exhibit A, known as River Falls Plantation, Phase I, and only to such property. They shall in no way affect or restrict any other property formerly, currently or subsequently owned by Southern Fairway Development, Inc. or of River Falls Plantation Golf, Inc., their respective successors and assigns, or formerly, currently or subsequently owned by any shareholder of Southern Fairway Development, Inc. or River Falls Plantation Golf, Inc., unless expressly made subject hereto in writing recorded in the same office as this document.

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

In the Presence of:

RIVER FALLS PLANTATION GOLF, INC.

Grace Mitchell

BY: Ben M. Gramling  
Ben M. Gramling, II, President

Arthur M. Cleveland

BY: Arthur F. Cleveland, II  
Arthur F. Cleveland, II  
Secretary

STATE OF SOUTH CAROLINA )

COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within River Falls Plantation Golf, Inc., by and through its duly authorized agent, sign, seal and as-  
~~their~~ act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN TO BEFORE ME THIS 9<sup>th</sup>  
day of January, 1988.

Grace Mitchell  
Arthur M. Cleveland  
Notary Public for South Carolina

My Commission Expires: SEPTEMBER 21, 1990

DEED 56-D PG 815

EXHIBIT A

All that certain lot, piece or parcel of land known and designated as River Falls Plantation, Section No. 1, containing 92 acres, more or less, more particularly described on a survey entitled "River Falls Plantation Partnership Section No. 1, Sheet No. 1," recorded in Plat Book 109, Page 47, RMC Office for Spartanburg County, and a survey entitled "River Falls Plantation Partnership Section No. 1, Sheet No. 2," recorded in Plat Book 109, Page 47, RMC Office for Spartanburg County. These surveys were prepared by The Piedmont Group Surveyors, on November 30, 1989.

Portion of Parcel No.: 5-21-00-51.00

DEED 60 G PG 548

STATE OF SOUTH CAROLINA      **RECORDED**      DECLARATION OF COVENANTS  
COUNTY OF SPARTANBURG      1993 JUL 22 AM 11:31      AND RESTRICTIONS  
R.M.C.      RIVER FALLS PLANTATION  
SPARTANBURG, S.C.      SECTION 3

THIS DECLARATION is made this 22nd day of July, 1993, by River Falls Plantation Golf, Inc., hereafter called the "Developer."

## WITNESSETH

WHEREAS, the Developer is the owner of real property described on the attached Exhibit A, known as River Falls Plantation, Section 3, and desires to create thereon a residential community, to provide for the preservation of the values and amenities of said community, and, to this end, desires to subject the real property described in Section 3 and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; now,

THEREFORE, Developer declares that the real property described in Exhibit A, known as River Falls Plantation, Section 3, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") hereafter set forth.

## ARTICLE I

## ARCHITECTURAL REVIEW COMMITTEE

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

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

DEED 60-G PG 549

3. Compensation and Consultation. The Developer shall be responsible for compensating the Committee members and any consultants associated by the Committee for the purpose of carrying out its duties.

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

## ARTICLE II

### Restrictions

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

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

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

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

DEED 60-G PG 550

No home may be constructed or maintained so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than two thousand (2,000) square feet in the case of a one story or sixteen hundred (1,600) square feet on the ground level in the case of a two story. This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown.

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

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

6. Damage to Curb, Gutter and Pavement. If during construction or otherwise, the curb, gutter or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot or tract upon which such construction is being done shall bear the costs of replacing or repairing such damage, which will be performed by the Developer. Any such amount shall constitute an assessment against the lot and may be filed as a lien, as provided herein.

7. Driveways. All driveways shall be hard surfaced and shall be maintained by the owner of the lot in a good state of repair. Where driveways from a lot intersect the public street, and a concrete driveway is to be installed, the existing concrete curbing shall be removed at a joint, or cut by sawing and the concrete driveway connected to the existing pavement in a good and workmanlike manner without disturbing the paved street. If an asphalt driveway is to be used, the existing concrete curb section shall be replaced with a concrete driveway apron between the paved street and the back edge of the existing concrete curb. All curb cuts shall be blended down to driveway level at a slope of not more than two (2") inches per foot.

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

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

10. White brick. White brick or cream-colored brick or standard concrete block shall not be permitted for use on the exterior of any structure in the development.

DEED 60 G PG 551

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

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

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

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

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

16. Sewage. All sewage shall be disposed of through septic tank systems approved by the South Carolina Department of Health and Environmental Control.

DEED 60-G PG 552

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

18. Signs. No owner shall display or cause or allow to be displayed to public view any sign, placard, poster, billboard or identifying name or number upon any residence except as may be allowed by the Committee.

19. Recreational vehicles. Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind the closed doors of the garage. No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path.

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

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

22. Parking. Provisions must be made for off-street parking of their own cars.

23. Tennis courts. No tennis courts shall be constructed on any lot.

24. Bird sanctuary. All property is designated as a bird sanctuary.

### ARTICLE III

#### Easements

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

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



DEED 60-G PG 553

Notwithstanding the foregoing, River Falls Plantation Golf, Inc. may in its discretion impose more restrictive rules and regulations regarding the playing and recovery of balls on property adjacent to or near the golf course.

## ARTICLE IV

## Home Owners Association

1. Creation of the Home Owners Association. Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina law a non-profit corporation called the River Falls Plantation Home Owners Association.

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

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

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

## ARTICLE V

## Assessments

1. Initial Assessment. Beginning January 1, 1990, the annual assessment shall be One Hundred Twenty and no/100 Dollars (\$120.00) per lot. The assessment shall be pro-rated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.

2. Subsequent assessments. From and after January 1, 1991, the annual assessment may be increased by vote of the members.

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

DEED 60-G PG 554

## ARTICLE VI

## General Provisions

1. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Committee or the Association, of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending December 31, 2023, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

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

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

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

5. **Subject Property.** The provisions hereof shall apply to all property described in Exhibit A, known as River Falls Plantation, Section 3, and only to such property. They shall in no way affect or restrict any other property formerly, currently or subsequently owned by Southern Fairway Development, Inc. or of River Falls Plantation Golf, Inc., their respective successors and assigns, or formerly, currently or subsequently owned by any shareholder of Southern Fairway Development, Inc. or River Falls Plantation Golf, Inc., unless expressly made subject hereto in writing recorded in the same office as this document.

DEED 60-G PG 555

WITNESS its hand(s) and seal(s) this 22nd  
day of July, 19 93.

Signed, Sealed and Delivered  
in the Presence of:

Robert A. Hammett  
Connie M. Purinton

RIVER FALLS PLANTATION GOLF, INC.

BY: Ben M. Gramling, II  
BEN M. GRAMLING, II, PRESIDENT

BY: Arthur F. Cleveland, II  
ARTHUR F. CLEVELAND, II, SECRETARY

(CORPORATE SEAL)

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 the within named officers of  
River Falls Plantation Golf, Inc.  
sign, seal and as their act and deed deliver the within  
Declaration of Covenants and Restrictions  
written / and that (s)he with the other witness subscribed above  
witnessed the execution thereof.

Connie M. Purinton

SWORN to before me this  
22nd day of July, 19 93.

Robert A. Hammett (SEAL)  
Notary Public for South Carolina

My Commission Expires: 1-2-2000.

DEED 60-G PG 556

EXHIBIT "A"

All those certain pieces, parcels or lots of land situate, lying and being in the County of Spartanburg, State of South Carolina, known and designated as Lot Nos. 161 through 204, as shown upon survey and plat of River Falls Plantation, Section 3, prepared for River Falls Plantation, by Joe E. Mitchell, Surveyor, dated July 14, 1993 and to be recorded in the Office of the RMC for Spartanburg County, South Carolina.

THIS DECLARATION is made this 11th day of August, 1993 by  
River Falls Plantation Golf, Inc., hereafter called the  
"Developer."

1993 by the  
R.M.C.  
SPAINBURY, S.I.

**WHEREAS**, the Developer is the owner of real property described on the attached Exhibit A, known as River Falls Plantation, Section 2, and desires to create thereon a residential community, to provide for the preservation of the values and amenities of said community, and, to this end, desires to subject the real property described in Section 2 and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; now,

THEREFORE, Developer declares that the real property described in Exhibit A, known as River Falls Plantation, Section 2, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") hereafter set forth.

## ARCHITECTURAL REVIEW COMMITTEE

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

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

DEED 60-J PG 509

enforce the terms of this Article and any other provision hereof relating to construction of improvements upon the property.

3. Compensation and Consultation. The Developer shall be responsible for compensating the Committee members and any consultants associated by the Committee for the purpose of carrying out its duties.

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

## ARTICLE II

### Restrictions

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

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

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

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

DEED 60-J PG 510

No home may be constructed or maintained so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than two thousand (2,000) square feet in the case of a one story or sixteen hundred (1,600) square feet on the ground level in the case of a two story. This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown.

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

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

6. Damage to Curb, Gutter and Pavement. If during construction or otherwise, the curb, gutter or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot or tract upon which such construction is being done shall bear the costs of replacing or repairing such damage, which will be performed by the Developer. Any such amount shall constitute an assessment against the lot and may be filed as a lien, as provided herein.

7. Driveways. All driveways shall be hard surfaced and shall be maintained by the owner of the lot in a good state of repair. Where driveways from a lot intersect the public street, and a concrete driveway is to be installed, the existing concrete curbing shall be removed at a joint, or cut by sawing and the concrete driveway connected to the existing pavement in a good and workmanlike manner without disturbing the paved street. If an asphalt driveway is to be used, the existing concrete curb section shall be replaced with a concrete driveway apron between the paved street and the back edge of the existing concrete curb. All curb cuts shall be blended down to driveway level at a slope of not more than two (2") inches per foot.

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

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

10. White brick. White brick or cream-colored brick or standard concrete block shall not be permitted for use on the exterior of any structure in the development.

DEED 60-J PG 511

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

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

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

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

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

16. Sewage. All sewage shall be disposed of through septic tank systems approved by the South Carolina Department of Health and Environmental Control.



DEED 60 J PG 512

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

18. Signs. No owner shall display or cause or allow to be displayed to public view any sign, placard, poster, billboard or identifying name or number upon any residence except as may be allowed by the Committee.

19. Recreational vehicles. Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind the closed doors of the garage. No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path.

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

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

22. Parking. Provisions must be made for off-street parking of their own cars.

23. Tennis courts. No tennis courts shall be constructed on any lot.

24. Bird sanctuary. All property is designated as a bird sanctuary.

#### ARTICLE III

##### Easements

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

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

DEED 60-J PG 513

Notwithstanding the foregoing, River Falls Plantation Golf, Inc. may in its discretion impose more restrictive rules and regulations regarding the playing and recovery of balls on property adjacent to or near the golf course.

## ARTICLE IV

## Home Owners Association

1. Creation of the Home Owners Association. Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina law a non-profit corporation called the River Falls Plantation Home Owners Association.

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

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

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

## ARTICLE V

## Assessments

1. Initial Assessment. Beginning January 1, 1990, the annual assessment shall be One Hundred Twenty and no/100 Dollars (\$120.00) per lot. The assessment shall be pro-rated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.

2. Subsequent assessments. From and after January 1, 1991, the annual assessment may be increased by vote of the members.

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

DEED 60-J PG 514

## ARTICLE VI

## General Provisions

1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Committee or the Association, of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending December 31, 2023, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.
2. Notices. Any notice required to be sent to any member or owners under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Developer, the Committee or the Association at the time of such mailing.
3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
4. Severability. Invalidation of any one of these covenants and restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.
5. Subject Property. The provisions hereof shall apply to all property described in Exhibit A, known as River Falls Plantation, Section 2, and only to such property. They shall in no way affect or restrict any other property formerly, currently or subsequently owned by Southern Fairway Development, Inc. or of River Falls Plantation Golf, Inc., their respective successors and assigns, or formerly, currently or subsequently owned by any shareholder of Southern Fairway Development, Inc. or River Falls Plantation Golf, Inc., unless expressly made subject hereto in writing recorded in the same office as this document.

DEED 60-J PG 515

WITNESS the grantor's(s') hand(s) and seal(s) this 11th  
day of August, 19 93.

Signed, Sealed and Delivered  
in the Presence of:

Lenore M. Ruvinton  
Duke S. Starks

RIVER FALLS PLANTATION GOLF, INC.

BY: Ben M. Gramling, II  
BEN M. GRAMLING, II, PRESIDENT

BY: Arthur F. Cleveland, II  
ARTHUR F. CLEVELAND, II, SECRETARY

(CORPORATE SEAL)

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 the within named grantor(s)  
sign, seal and as 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.

Lenore M. Ruvinton

SWORN to before me this  
11th day of August, 19 93.

Duke S. Starks (SEAL)  
Notary Public for South Carolina

My Commission Expires: 7-16-2003.

DEED 60-J PG 516

EXHIBIT "A"

All those certain pieces, parcels or lots of land situate, lying and being in the County of Spartanburg, State of South Carolina, known and designated as Lot Nos. 107, 108, 109, 110, 116, 124, 125, 126, 127, 128, 129, 130, 132, 138 and 141, as shown upon final plat of Section Number 2 of River Falls Plantation, prepared by Neil R. Phillips, PLS, dated February 7, 1992 and recorded in Plat Book 115, Page 538 in the Office of the RMC for Spartanburg County, South Carolina.

ORIGINAL

RECORDED

DEED 63E PG 147

95 AUG 29 11 29 37  
 STATE OF SOUTH CAROLINA  
 COUNTY OF SPARTANBURG  
 SPARTANBURG, S.C.

DECLARATION OF COVENANTS  
 AND RESTRICTIONS  
 RIVER FALLS PLANTATION  
 SECTION IV

THIS DECLARATION is made this 28<sup>th</sup> day of August, 1995, by  
 River Falls Plantation Golf, Inc., hereafter called the  
 "Developer."

## WITNESSETH

WHEREAS, the Developer is the owner of real property described on the attached Exhibit A, known as River Falls Plantation, Section IV, and desires to create thereon a residential community, to provide for the preservation of the values and amenities of said community, and, to this end, desires to subject the real property described in Section IV and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; now,

THEREFORE, Developer declares that the real property described in Exhibit A, known as River Falls Plantation, Section IV, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") hereafter set forth.

## ARTICLE I

## ARCHITECTURAL REVIEW COMMITTEE

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

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

DEED 63E PG 148

enforce the terms of this Article and any other provision hereof relating to construction of improvements upon the property.

3. Compensation and Consultation. The Developer shall be responsible for compensating the Committee members and any consultants associated by the Committee for the purpose of carrying out its duties.

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

## ARTICLE XI

### Restrictions

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

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

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

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

DEED 63E PG 149

No home may be constructed or maintained so as to have a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than two thousand (2,000) square feet in the case of a one story or sixteen hundred (1,600) square feet on the ground level in the case of a two story. This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown.

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

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

6. Damage to Curb, Gutter and Pavement. If during construction or otherwise, the curb, gutter or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot or tract upon which such construction is being done shall bear the costs of replacing or repairing such damage, which will be performed by the Developer. Any such amount shall constitute an assessment against the lot and may be filed as a lien, as provided herein.

7. Driveways. All driveways shall be hard surfaced and shall be maintained by the owner of the lot in a good state of repair. Where driveways from a lot intersect the public street, and a concrete driveway is to be installed, the existing concrete curbing shall be removed at a joint, or cut by sawing and the concrete driveway connected to the existing pavement in a good and workmanlike manner without disturbing the paved street. If an asphalt driveway is to be used, the existing concrete curb section shall be replaced with a concrete driveway apron between the paved street and the back edge of the existing concrete curb. All curb cuts shall be blended down to driveway level at a slope of not more than two (2") inches per foot.

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

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

10. White Brick. White brick or cream-colored brick or standard concrete block shall not be permitted for use on the exterior of any structure in the development.



DEED 63E PG 150

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

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

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

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

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

16. Sewage. All sewage shall be disposed of through septic tank systems approved by the South Carolina Department of Health and Environmental Control.

DEED 63E PG 151

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

18. Signs. No owner shall display or cause or allow to be displayed to public view any sign, placard, poster, billboard or identifying name or number upon any residence except as may be allowed by the Committee.

19. Recreational vehicles. Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind the closed doors of the garage. No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path.

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

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

22. Parking. Provisions must be made for off-street parking of their own cars.

23. Tennis courts. No tennis courts shall be constructed on any lot.

24. Bird sanctuary. All property is designated as a bird sanctuary.

## ARTICLE III

## Easements

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

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

DEED 63E PG 152

Notwithstanding the foregoing, River Falls Plantation Golf, Inc. may in its discretion impose more restrictive rules and regulations regarding the playing and recovery of balls on property adjacent to or near the golf course.

## ARTICLE IV

## Home Owners Association

1. Creation of the Home Owners Association. Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina law a non-profit corporation called the River Falls Plantation Home Owners Association.

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

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

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

## ARTICLE V

## Assessments

1. Initial Assessment. Beginning January 1, 1994, the annual assessment shall be One Hundred Eighty and no/100 Dollars (\$180.00) per lot. The assessment shall be pro-rated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.

2. Subsequent assessments. From and after January 1, 1995, the annual assessment may be increased by vote of the members.

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

DEED 63E PG 153

## ARTICLE VI

## General Provisions

1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Committee or the Association, of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending December 31, 2023, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

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

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

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

5. Subject Property. The provisions hereof shall apply to all property described in Exhibit A, known as River Falls Plantation, Section IV, and only to such property. They shall in no way affect or restrict any other property formerly, currently or subsequently owned by Southern Fairway Development, Inc. or of River Falls Plantation Golf, Inc., their respective successors and assigns, or formerly, currently or subsequently owned by any shareholder of Southern Fairway Development, Inc. or River Falls Plantation Golf, Inc., unless expressly made subject hereto in writing recorded in the same office as this document.

DEED 63E PG 154

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

In the Presence of:

RIVER FALLS PLANTATION GOLF, INC.

[Signature]  
Charles Campbell

BY: [Signature]  
 Ben M. Gramling, II, President

BY: [Signature]  
 Arthur F. Cleveland, II  
 Secretary

STATE OF SOUTH CAROLINA  
 COUNTY OF SPARTANBURG

PROBATE

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

SWORN to before me this 28<sup>th</sup>  
 day of August, 1995.

[Signature] (L.S.)  
 Notary Public for South Carolina  
 My Commission Expires: 5-18-2001

DEED 63E PG 155

EXHIBIT "A"

All those certain pieces, parcels or lots of land situate, lying and being in the County of Spartanburg, State of South Carolina, known and designated as Lot Nos. 205 through 211 and Lot Nos. 213 through 230, as shown upon survey and plat of River Falls Plantation, Section IV, prepared for River Falls Plantation, by Granling Bros. Surveyor, Inc., dated May 1, 1995 and to be recorded in the Office of the RMC for Spartanburg County, South Carolina.

DEED 8-K PG 434 RECORDED

98 AUG 18 PM 2:42

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

RESTRICTIONS FOR  
RIVER FALLS PLANTATION  
PHASES V & VI

THIS DECLARATION is made this 14th day of August, 1998, by  
River Falls Plantation Golf, Inc., and Margaret S. Berry, hereafter  
called the "Developer/Owner."

WITNESSETH

WHEREAS, River Falls Plantation Golf, Inc. is a Developer and  
Owner of certain real property described on the attached Exhibit  
"A" as Phase V and Margaret S. Berry is the owner of certain real  
property described on the attached Exhibit "A" as Phase VI, known  
as River Falls Plantation, Phases V and VI and desires to create  
thereon a residential community, to provide for the preservation of  
the values and amenities of said community, and, to this end,  
desires to subject the real property described in Phases V and VI  
and shown on Exhibit A, to the covenants, restrictions, easements,  
charges, and liens hereafter set forth, each and all of which is  
and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, Developer and Owner declare that the real  
property described in Exhibit A, known as River Falls Plantation,  
Phases V and VI, is and shall be held, transferred, sold, conveyed,  
and occupied subject to the covenants, restrictions, easements,  
charges, and liens (sometimes referred to as "Covenants and  
Restrictions") hereafter set forth.

ARTICLE I

ARCHITECTURAL REVIEW COMMITTEE

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

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

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

3. Compensation and Consultation. The Developer shall be responsible for compensating the Committee members and any consultants associated by the Committee for the purpose of carrying out its duties.

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

## ARTICLE II

### RESTRICTIONS

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

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

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

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



a ground floor heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than two thousand (2,000) square feet in the case of a one story or sixteen hundred (1,600) square feet on the ground level in the case of a two story. All buildings must be set back from the front a minimum of twenty (20') feet from the front lot line, a minimum of five (5') feet each side line and thirty (30') feet from the rear lot line. The Developer reserves the right to allow building set back variances as needed and the Architectural Review Committee is to approve the exact location of all houses on lots for construction. This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown.

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

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

6. Damage to Curb, Gutter and Pavement. If during construction or otherwise, the curb, gutter or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot or tract upon which such construction is being done shall bear the costs of replacing or repairing such damage, which will be performed by the Developer. Any such amount shall constitute an assessment against the lot and may be filed as a lien, as provided herein.

7. Driveways. All driveways shall be hard surfaced and shall be maintained by the owner of the lot in a good state of repair. Where driveways from a lot intersect the public street, and a concrete driveway is to be installed, the existing concrete curbing shall be removed at a joint, or cut by sawing and the concrete driveway connected to the existing pavement in a good and workmanlike manner without disturbing the paved street. If an asphalt driveway is to be used, the existing concrete curb section shall be replaced with a concrete driveway apron between the paved street and the back edge of the existing concrete curb. All curb cuts shall be blended down to driveway level at a slope of not more than two (2") inches per foot.

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

9. Sewage. All sanitary sewage shall be disposed of through connections and hook ups with the Spartanburg Sanitary Sewer System.

10. Swimming Pools. All swimming pools must be approved as to location and specifications by the Architectural Review

Committee prior to construction. Individual property owners are responsible for meeting all safety regulations as required by law or by the insurance industry.

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

12. Prohibited Exterior Finishes. White brick or cream-colored brick or standard concrete block shall not be permitted for use on the exterior of any structure in the development.

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

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

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

16. Landscaping. All landscaping plans must be approved by Architectural Review Committee. All front yards must be sodded and have an underground irrigation system.

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

18. No Subdivision. Unless approved in writing by the Committee, no lot shall be subdivided, nor shall the boundary lines of any such lot or tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the Company or the Committee; provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to replat any lot or tract still owned by the Developer

DEED 8-K PG 438

and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted lot or tract suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots; provided, however, that no lot originally shown on a final recorded plat of the property is reduced to a size more than ten (10%) percent smaller than the smallest lot shown on such plat.

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

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

21. Recreational Vehicles. Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind the closed doors of the garage. No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path.

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

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

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

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

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

27. Mailboxes. All homeowners are required to have the same style mailbox, which has been designed and developed by the Developer of the subdivision.

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

### ARTICLE III

#### EASEMENTS

1. Golf Course Easement. The Developer reserves to itself and for the benefit of River Falls Plantation Golf, Inc. a perpetual, non-exclusive right and easement over and across that portion of each lot adjacent to the golf course or any other property of River Falls Plantation Golf, Inc. extending back into

such lot for a uniform distance of fifty (50') feet inside. No construction or structure of any kind shall be allowed within the golf course easement without the express prior written approval of the Committee and of River Falls Plantation Golf, Inc. This reserved right and easement shall permit, but shall not obligate, the Developer, or River Falls Plantation Golf, Inc. to go upon such property to maintain or landscape and to discharge water across the area encumbered by such easement. Such maintenance and landscaping may include planting of grass, watering, application of fertilizer, mowing and the removal of underbrush, stumps, trash or debris and trees of less than ten (10") inches in diameter at a level one (1') foot above ground level.

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

#### ARTICLE IV

##### HOME OWNERS ASSOCIATION

1. Creation of the Home Owners Association. Prior to the recording of this Declaration, the Developer shall cause to be incorporated under South Carolina law a non-profit corporation called the River Falls Plantation Home Owners Association.

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

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

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

#### ARTICLE V

##### ASSESSMENTS

1. Initial Assessment. Beginning January 1, 1998, the annual assessment shall be One Hundred Eighty and no/100 Dollars (\$180.00) per lot. The assessment shall be pro-rated for

DEED 8-K PG 440

purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.

2. Subsequent Assessments. From and after January 1, 1998, the annual assessment may be increased by vote of the members.

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

#### ARTICLE VI

##### GENERAL PROVISIONS

1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Committee or the Association, of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending December 31, 2023, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

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

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

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

5. Subject Property. The provisions hereof shall apply to all property described in Exhibit A, known as River Falls Plantation, Phases V and VI, and only to such property. They shall in no way affect or restrict any other property formerly, currently or subsequently owned by Southern Fairway Development, Inc. or of River Falls Plantation Golf, Inc., their respective successors and assigns, or formerly, currently or subsequently owned by any shareholder of Southern Fairway Development, Inc. or River Falls Plantation Golf, Inc., unless expressly made subject hereto in writing recorded in the same office as this document.

DEED 8-K PG 447

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

In the Presence of:

RIVER FALLS PLANTATION GOLF, INC.

Donna J. Bruce

BY: Ben M. Granling II  
Ben M. Granling, II, President

Debra B. McEneaney

BY: Arthur F. Cleveland II  
Arthur F. Cleveland, II  
Secretary

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

PROBATE

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

SWORN to before me this 14<sup>th</sup>  
day of August, 1998.

Donna J. Bruce

Robert D. Hammer  
Notary Public for South Carolina  
My Commission Expires: 1-1-2000

DEED 8-K PG 442

In the Presence of:

Anna J. Bruce  
Arthur Z. Clark

MARGARET S. BERRY  
By Charles P. Berry.  
Her Attorney in Fact  
BY: Margaret S. Berry  
MARGARET S. BERRY

By Charles P. Berry  
Attorney in Fact  
Power of Attorney recorded in Deed  
Book 54-V at Page 355.

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within Margaret S. Berry, sign, seal and as her act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 11<sup>th</sup>  
day of August, 1998.  
Robert H. Hanner (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 1-2-2000

Anna J. Bruce

DEED 8-K PG 443

EXHIBIT "A"

Description for Phase V

ALL that certain piece, parcel or tract of land, including all lots created therein, in the Duncan community of Spartanburg County, State of South Carolina, as shown upon survey and plat prepared for River Falls Plantation Phase V prepared by Gramling Brothers, Inc., Surveying, dated August 11, 1998, and recorded in Plat Book 142 at Page 240 in the RMC Office for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

Description for Phase VI

ALL that certain piece, parcel or tract of land, including all lots created therein, in the Duncan community of Spartanburg County, State of South Carolina, as shown upon survey and plat prepared for River Falls Plantation Phase VI prepared by Gramling Brothers, Inc., Surveying, dated August 11, 1998, and recorded in Plat Book 142 at Page 241 in the RMC Office for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.



DEED 12H PG 001

RECORDED

00 JUL 11 1992  
STATE OF SOUTH CAROLINA: 24  
COUNTY OF SPARTANBURG )  
Spartanburg, S.C. )

DECLARATION OF COVENANTS  
AND RESTRICTIONS  
RIVER FALLS PLANTATION  
PHASE VII SECTION A1

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_\_, 2000, by River Falls  
Plantation Golf, Inc., hereafter called the "Developer" and Margaret S. Berry, owner.

WITNESSETH

WHEREAS, the Developer is developing that certain real property described on the attached  
Exhibit A, as Phase VII Section A1 and Margaret S. Berry is the owner of certain real property  
described on the attached Exhibit A known as River Falls Plantation, Phase VII, Section A1 and  
desires to create thereon a residential community, to provide for the preservation of the values and  
amenities of said community, and, to this end, desires to subject the real property described in River  
Falls Plantation, Phase VII, Section A1 and shown on Exhibit A, to the covenants, restrictions,  
easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of  
said property and each owner thereof; now,

THEREFORE, Developer and owner declares that the real property described in Exhibit A,  
known as River Falls Plantation, Phase VII, Section A1, is and shall be held, transferred, sold,  
conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens  
(sometimes referred to as "Covenants and Restrictions") hereafter set forth.

ARTICLE I

ARCHITECTURAL REVIEW COMMITTEE

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

DEED 12 H P6002

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

3. **Compensation and Consultation.** The Developer shall be responsible for compensating the Committee members and any consultants associated by the Committee for the purpose of carrying out its duties.

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

## ARTICLE II

### Restrictions

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

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

Approvals shall not be effective for construction commenced more than eighteen (18) months after the date of such approval. Disapproved plans shall be accompanied by a reasonable statement of terms found unacceptable. In its sole discretion, the Committee may mark the plans "APPROVED" but note in writing upon such plans that the approval is given subject to the

incorporation of specified modifications or changes in the improvements, which modifications and changes must be followed and completed by the owner. One copy of such approved or disapproved plans shall be returned to the owner, and the remaining copy shall be permanently held in the records of the Company.

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

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

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

**6. Damage to Curb, Gutter and Pavement.** If during construction or otherwise, the curb, gutter or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot or tract upon which such construction is being done shall bear the costs of replacing or repairing such damage, which will be performed by the Developer. Any such amount shall constitute an assessment against the lot and may be filed as a lien, as provided herein.

**7. Driveways.** All driveways shall be concrete and shall be maintained by the owner of the lot in a good state of repair. No curb shall be cut to accommodate any driveway.

**8. Garages.** All garages shall be enclosed by doors.

DEED 72 H P6004

9. Sewage. All sanitary sewage shall be disposed of through connections and hook ups with the Spartanburg Sanitary Sewage System.

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

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

12. White brick. White brick, cream-colored brick, vinyl siding, or standard concrete block shall not be permitted for use on the exterior of any structure in the development except that vinyl siding may be used for overhang or eaves of the building.

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

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

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

16. Landscaping. All landscaping plans must be approved by an Architectural Review Committee. All front yards and side yards must be sodded and have an underground irrigation system.

17. Maintenance of lot. Every owner of an unimproved Lot shall keep such property free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that the Committee deems that the lot or tract is being maintained in violation of this paragraph and that such

violation should be corrected, the Committee shall give reasonable notice to the Owner to correct the appearance of such lot or tract. If after thirty (30) days, such Owner has failed to correct same, the Committee may enter upon the property to correct its conditions and assess the Owner for the costs thereof, which assessment may be filed as a lien against such lot or tract, as provided herein.

18. No subdivision. Unless approved in writing by the Committee, no Lot shall be subdivided, nor shall the boundary lines of any such Lot or Tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the Company or the Committee provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to replat any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable for future development to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots.

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

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

21. Recreational vehicles. Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind the closed doors of the garage. No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path.

22. Fuel tanks. No fuel oil tanks shall be located above or below ground.

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

24. Parking. Provisions must be made for off-street parking of their own cars.

25. Tennis courts. No tennis courts shall be constructed on any lot.

26. Bird sanctuary. All property is designated as a bird sanctuary.

DEED 72H PG 006

27. Mailboxes. All homeowners are required to have the same style mailbox, which has been designed and developed by the Developer of the subdivision.

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

### ARTICLE III

#### Home Owners Association

1. Creation of the Home Owners Association. The Developer shall cause to be incorporated under South Carolina law a non-profit corporation called the River Falls Plantation Home Owners Association.

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

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

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

### ARTICLE IV

#### Assessments

1. Initial Assessment. Beginning January 1, 2000, the annual assessment shall be \$480.00 (\$180.00 Homeowner's Fee - \$300.00 Pool/Tennis Regime Fee) per lot. The assessment shall be pro-rated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.

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

DEED 12H PG 007

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

#### ARTICLE V

##### General Provisions

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

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

records of the Developer, the Committee or the Association at the time of such mailing.

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

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

5. Subject Property. The provisions hereof shall apply to all property described in Exhibit A, known as River Falls Plantation, Phase VII Section A1, (River Falls Common) and only to such property. They shall in no way affect or restrict any other property formerly, currently or subsequently owned by Southern Fairway Development, Inc. or of River Falls Plantation Golf, Inc., their respective successors and assigns, or formerly, currently or subsequently owned by any shareholder of Southern Fairway Development, Inc. or River Falls Plantation Golf, Inc., unless expressly made subject hereto in writing recorded in the same office as this document.

DEED 12H PG 008

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

In the Presence of:

RIVER FALLS PLANTATION GOLF, INC.  
(DEVELOPER)

[Signature]

BY: Ben M. Gramling II  
Ben M. Gramling, II, President

Patty Williams

BY: Arthur F. Cleveland II  
Arthur F. Cleveland, II, Secretary

[Signature]  
[Signature]

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG ) PROBATE

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

SWORN TO BEFORE ME THIS 11<sup>th</sup>  
day of July, 2000.

Letty C. Caldwell  
Notary Public for South Carolina  
My Commission Expires: 10-27-2007


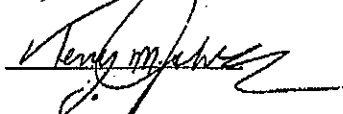
[Signature]



DEED 72H P6009

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

In the Presence of:

Margaret S. Berry  
MARGARET S. BERRY  
By Charles P. Berry, Her Attorney in Fact  
Under Power of Attorney Recorded in  
Deed Book 54-V at Page 355 in the Office  
of the Register of Deeds for Spartanburg  
County.

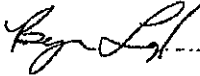
STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

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

SWORN TO BEFORE ME THIS 11<sup>th</sup>  
day of July, 2000.

Betty C. Caldwell  
Notary Public for South Carolina  
My Commission Expires: 10-27-2007



DEED 72H PG 010

**EXHIBIT "A"**

**Description for Phase VII Section A1**

**ALL THAT** certain piece, parcel or tract of land, including all lots created therein in the Duncan community of Spartanburg County, State of South Carolina as shown upon survey and plat prepared for River Falls Plantation Phase VII Section A1 prepared by Granling Brothers, Inc., Surveying, dated May 26, 2000 and recorded in Plat Book 147 at Page 977 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

DEED 72 - SP 820

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )  
DECLARATION OF COVENANTS  
AND RESTRICTIONS  
RIVER FALLS PLANTATION  
PHASE VII, SECTION 2

RECORDED  
00 SEP 26 PM 12:30  
SPARTANBURG, S.C.

THIS DECLARATION is made this 25<sup>th</sup> day of September, 2000, by River Falls Plantation  
Golf, Inc., hereafter called the "Developer" and Margaret S. Berry, owner.

**WITNESSETH**

WHEREAS, the Developer is developing that certain real property described on the attached Exhibit A, as Phase VII, Section 2 and Margaret S. Berry is the owner of certain real property described on the attached Exhibit A known as River Falls Plantation, Phase VII, Section 2 and desires to create thereon a residential community, to provide for the preservation of the values and amenities of said community, and to this end, desires to subject the real property described in River Falls Plantation, Phase VII, Section 2 and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW THEREFORE, Developer and owner declare that the real property described in Exhibit A, known as River Falls Plantation, Phase VII, Section 2, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") hereafter set forth.

**ARTICLE I**

**ARCHITECTURAL REVIEW COMMITTEE**

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

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

3. **Compensation and Consultation.** The Developer shall be responsible for compensating the Committee members and any consultants associated by the Committee for the purpose of carrying out its duties.

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

## ARTICLE II

### RESTRICTIONS

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

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

Approvals shall not be effective for construction commenced more than eighteen (18) months after the date of such approval. Disapproved plans shall be accompanied by a reasonable statement of terms found unacceptable. In its sole discretion, the Committee may mark the plans "APPROVED" but note in writing upon such plans that the approval is given subject to the

DEED 72- SP6822

Incorporation of specified modifications or changes in the improvements, which modifications and changes must be followed and completed by the owner. One copy of such approved or disapproved plans shall be returned to the owner, and the remaining copy shall be permanently held in the records of the Company.

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

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

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

6. **Damage to Curb, Gutter and Pavement.** If during construction or otherwise, the curb, gutter or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot or tract upon which such construction is being done shall bear the costs of replacing or repairing such damage, which will be performed by the Developer. Any such amount shall constitute an assessment against the lot and may be filed as a lien, as provided herein.

7. **Driveways.** All driveways shall be concrete and shall be maintained by the owner of the lot in a good state of repair. No curb shall be cut to accommodate any driveway.

8. **Garages.** All garages shall be enclosed by doors.

9. Sewage. All sanitary sewage shall be disposed of through connections and hook ups with the Spartanburg Sanitary Sewage System.

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

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

12. White brick. White brick, cream-colored brick, vinyl siding, or standard concrete block shall not be permitted for use on the exterior of any structure in the development except that vinyl siding may be used for overhang or eaves of the building.

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

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

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

16. Landscaping. All landscaping plans must be approved by an Architectural Review Committee. All front yards and side yards must be sodded and have an underground irrigation system.

17. Maintenance of lot. Every owner of an unimproved Lot shall keep such property free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that the Committee deems that the lot or tract is being maintained in violation of this paragraph and that such

violation should be corrected, the Committee shall give reasonable notice to the Owner to correct the appearance of such lot or tract. If after thirty (30) days, such Owner has failed to correct same, the Committee may enter upon the property to correct its conditions and assess the Owner for the costs thereof, which assessment may be filed as a lien against such lot or tract, as provided herein.

**18. No subdivision.** Unless approved in writing by the Committee, no Lot shall be subdivided, nor shall the boundary lines of any such Lot or Tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the Company or the Committee; provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to replat any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable for future development to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots.

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

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

**21. Recreational vehicles.** Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind the closed doors of the garage. No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path.

**22. Fuel tanks.** No fuel oil tanks shall be located above or below ground.

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

**24. Parking.** Provisions must be made for off-street parking of all cars.

**25. Tennis courts.** No tennis courts shall be constructed on any lot.

**26. Bird sanctuary.** All property is designated as a bird sanctuary.

27. Mailboxes. All homeowners are required to have the same style mailbox, which has been designed and developed by the Developer of the subdivision.

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

### ARTICLE III

#### HOME OWNERS ASSOCIATION

1. Creation of the Home Owners Association. The Developer shall cause to be incorporated under South Carolina law a non-profit corporation called the River Falls Plantation Home Owners Association.

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

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

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

### ARTICLE IV

#### ASSESSMENTS

1. Initial Assessment. Beginning January 1, 2000, the annual assessment shall be \$480.00 (\$180.00 Homeowner's Fee - \$300.00 Pool/Tennis Regime Fee) per lot. The assessment shall be pro-rated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.

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



DEED 72- SP6826

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

#### ARTICLE V

#### GENERAL PROVISIONS

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

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

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

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

5. Subject Property. The provisions hereof shall apply to all property described in Exhibit A, known as River Falls Plantation, Phase VII, Section 2, and only to such property. They shall in no way affect or restrict any other property formerly, currently or subsequently owned by Southern Fairway Development, Inc. or of River Falls Plantation Golf, Inc., their respective successors and assigns, or formerly, currently or subsequently owned by any shareholder of Southern Fairway Development, Inc. or River Falls Plantation Golf, Inc., unless expressly made subject hereto in writing recorded in the same office as this document.

DEED 12 - SP 6827

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

In the Presence of:

RIVER FALLS PLANTATION GOLF, INC., DEVELOPER

[Signature]  
[Signature]

By: [Signature]  
BEN M. GRAMLING, II, President

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG ) PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within RIVER FALLS PLANTATION GOLF, INC., DEVELOPER, by and through its duly authorized officer, sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature]

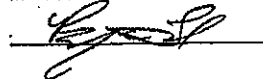
SWORN to before me this  
26th day of September, 2000.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 11-03-02

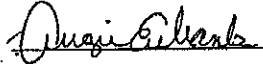
DEED 72- SP6828

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed and sealed by her duly authorized agent as of the year and date hereinabove mentioned.

In the Presence of:



  
MARGARET S. BERRY



By:

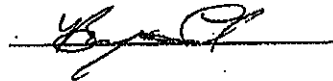


CHARLES S. BERRY, her Attorney in Fact under  
Power of Attorney recorded in Deed Book 54-V at  
Page 355 in the Office of the Register of Deeds for  
Spartanburg County


STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within MARGARET S. BERRY, by and through CHARLES S. BERRY, her duly authorized Attorney in Fact, sign, seal and as her act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.



SWORN to before me this  
26th day of September, 2000.

  
Notary Public for South Carolina  
My Commission Expires: 11-03-02

DEED 12- SP 6829

**EXHIBIT "A"**

**Description for Phase VII, Section 2**

**ALL THAT** certain piece, parcel or tract of land, including all lots created therein in the Duncan community of Spartanburg County, State of South Carolina, as shown upon survey and plat prepared for River Falls Plantation Phase VII, Section 2 by Gramling Brothers, Inc., Surveying, dated August 28, 2000 and recorded in Plat Book 148 at Page 749 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

148- 1/2 739

DEED 19J PG 973

DEE-2003-81710  
Recorded 10 Pages on 12/30/2003 12:42:57 PM  
Recording Fee: \$16.00 Documentary Stamps: \$0.00  
Office of Register of Deeds, Spartanburg, S.C.  
Stephen Ford, Register



STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )  
**DECLARATION OF COVENANTS  
AND RESTRICTIONS  
RIVER FALLS PLANTATION  
PHASE VII, SECTION 4**

THIS DECLARATION is made this 29 day of December, 2003, by River Falls Plantation Golf, Inc., hereafter called the "Developer" and Margaret S. Berry, Owner.

**WITNESSETH**

**WHEREAS**, the Developer is developing that certain real property described on the attached Exhibit A, as Phase VII, Section 4 and Margaret S. Berry is the owner of certain real property described on the attached Exhibit A known as River Falls Plantation, Phase VII, Section 4 and desires to create thereon a residential community, to provide for the preservation of the values and amenities of said community, and to this end, desires to subject the real property described in River Falls Plantation, Phase VII, Section 4 and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

**NOW THEREFORE**, Developer and Owner declare that the real property described in Exhibit A, known as River Falls Plantation, Phase VII, Section 4, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") hereafter set forth.

**ARTICLE I  
ARCHITECTURAL REVIEW COMMITTEE**

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

**2. Authority.** Subject to the ultimate control of the Developer and Owner, the Committee is vested with legal authority by the Developer and Owner to enforce the terms of this Declaration and to prevent any improvements which would detract from the aesthetic quality of the development

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

**3. Compensation and Consultation.** The Developer shall be responsible for compensating the Committee members and any consultants associated by the Committee for the purpose of carrying out its duties.

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

## ARTICLE II RESTRICTIONS

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

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

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

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

4. **Fencing.** Fencing shall not be erected until the design, height, materials and location have been approved in writing by the Committee. No chain-link or similar fencing shall be allowed anywhere in the development. No lot owners or successor in title shall be entitled to assert the defense of estoppel as to any fence which does not meet the requirements of this paragraph. No fence shall be erected which interferes with, damages, or obstructs the installation, maintenance or repair of underground utility lines, or on any portion of any lot which is subject to the golf course easement hereinafter described. The lot owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even though approval of the fence or other improvements has been properly obtained. Any fence that starts at the front corner of the house must be either brick or stone on the portion that faces the street, and must be a minimum of four (4) feet in height. Any gate which faces the street must be constructed of wood or wrought iron.

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

6. **Damage to Curb, Gutter and Pavement.** If during construction or otherwise, the curb, gutter or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot or tract upon which such construction is being done shall bear the costs of replacing or repairing such damage, which will be performed by the Developer. Any such amount shall constitute an assessment against the lot and may be filed as a lien, as provided herein.

7. **Driveways.** All driveways shall be concrete and shall be maintained by the owner of the lot in a good state of repair. No curb shall be cut to accommodate any driveway.

8. **Garages.** All garages shall be enclosed by doors.

9. **Sewage.** All sanitary sewage shall be disposed of through connections and hook ups with the Spartanburg Sanitary Sewage System.

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

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

**12. Exterior Materials.** The front and sides of all homes constructed must be a minimum of eighty (80%) percent brick and/or stone and/or non-synthetic stucco. One hundred (100%) percent cement board shall be allowed on walls at the rear of the structure.

**13. White brick.** White brick, cream-colored brick, vinyl siding, or standard concrete block shall not be permitted for use on the exterior of any structure in the development except that vinyl siding may be used for overhang or eaves of the building.

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

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

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

**17. Landscaping.** All landscaping plans must be approved by an Architectural Review Committee. All front yards and side yards must be sodded and have an underground irrigation system.

**18. Maintenance of lot.** Every owner of an unimproved Lot shall keep such property free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that the



Committee deems that the lot or tract is being maintained in violation of this paragraph and that such violation should be corrected, the Committee shall give reasonable notice to the Owner to correct the appearance of such lot or tract. If after thirty (30) days, such Owner has failed to correct same, the Committee may enter upon the property to correct its conditions and assess the Owner for the costs thereof, which assessment may be filed as a lien against such lot or tract, as provided herein.

**19. No subdivision.** Unless approved in writing by the Committee, no Lot shall be subdivided, nor shall the boundary lines of any such Lot or Tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the Company or the Committee; provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to replat any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable for future development to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots.

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

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

**22. Recreational vehicles.** Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind the closed doors of the garage. No motorcycles, motorbikes, minibikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path.

**23. Fuel tanks.** No fuel oil tanks shall be located above or below ground.

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

**25. Parking.** Provisions must be made for off-street parking of all cars.

**26. Tennis courts.** No tennis courts shall be constructed on any lot.

**27. Bird sanctuary.** All property is designated as a bird sanctuary.

28. **Mailboxes.** All homeowners are required to have the same style mailbox, which has been designed and developed by the Developer of the subdivision.

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

30. **Sidewalks.** Each lot shall be required to have a sidewalk that shall connect to and be compatible with existing sidewalks. The sidewalk for each lot must be installed prior to issuance of the Certificate of Occupancy.

### ARTICLE III HOME OWNERS ASSOCIATION

1. **Creation of the Home Owners Association.** The Developer shall cause to be incorporated under South Carolina law a non-profit corporation called the River Falls Plantation Home Owners Association.

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

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

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

### ARTICLE IV ASSESSMENTS

1. **Initial Assessment.** Beginning January 1, 2003, the annual assessment shall be \$480.00 (\$180.00 Homeowner's Fee - \$300.00 Pool/Tennis Regime Fee) per lot. The assessment shall be pro-rated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.

2. **Subsequent assessments.** From and after January 1, 2003, the annual assessment may be increased by vote of the members.

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

## ARTICLE V GENERAL PROVISIONS

1. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Committee or the Association, of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending December 31, 2028, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

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

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

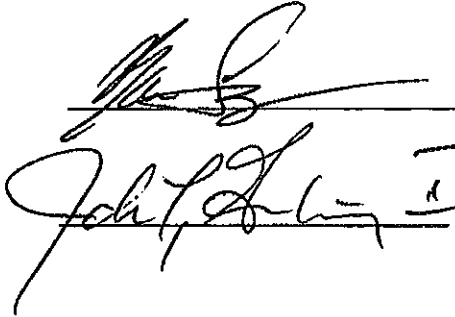
4. **Severability.** Invalidity of any one of these covenants and restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

5. **Subject Property.** The provisions hereof shall apply to all property described in Exhibit A, known as River Falls Plantation, Phase VII, Section 4, and only to such property. They shall in no way affect or restrict any other property formerly, currently or subsequently owned by Southern Fairway Development, Inc. or of River Falls Plantation Golf, Inc., their respective successors and assigns, or formerly, currently or subsequently owned by any shareholder of Southern Fairway Development, Inc. or River Falls Plantation Golf, Inc., unless expressly made subject hereto in writing recorded in the same office as this document.

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

In the Presence of:

RIVER FALLS PLANTATION GOLF, INC., DEVELOPER



By:

  
BEN M. GRAMLING, II, President

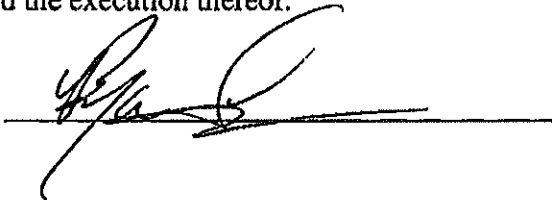
By:

  
ARTHUR F. CLEVELAND, II, Secretary

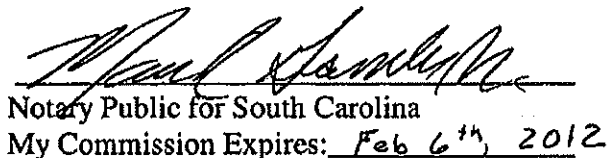
STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within RIVER FALLS PLANTATION GOLF, INC., DEVELOPER, by and through its duly authorized officers, sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

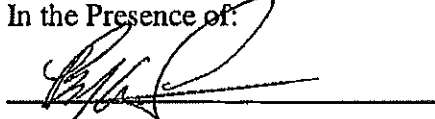


SWORN to before me this  
29 day of December, 2003.

  
Notary Public for South Carolina  
My Commission Expires: Feb 6<sup>th</sup>, 2012

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed and sealed by her duly authorized agent as of the year and date hereinabove mentioned.


In the Presence of:



  
MARGARET S. BERRY



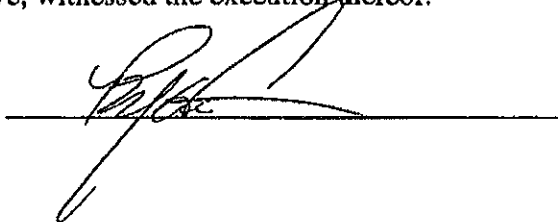
By:

  
CHARLES S. BERRY, her Attorney in Fact under  
Power of Attorney recorded in Deed Book 54-V at  
Page 355 in the Office of the Register of Deeds for  
Spartanburg County

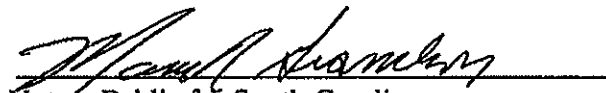
STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within **MARGARET S. BERRY**, by and through **CHARLES S. BERRY**, her duly authorized Attorney in Fact, sign, seal and as her act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.



SWORN to before me this  
29 day of December, 2003.

  
Notary Public for South Carolina  
My Commission Expires: Feb. 6, 2012

**EXHIBIT "A"**

**Description for Phase VII, Section 4**

**ALL THAT** certain piece, parcel or tract of land, including all lots created therein in the Duncan community of Spartanburg County, State of South Carolina, as shown upon survey and plat prepared for River Falls Plantation Phase VII, Section 4 by Gramling Brothers, Inc., Surveying, dated March 9 2001 and recorded December 15, 2003 in Plat Book 155 at Page 278 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.

STATE OF SOUTH CAROLINA )  
 :  
 COUNTY OF SPARTANBURG )

VARIANCE TO RESTRICTIONS

WHEREAS, River Falls Plantation Golf, Inc., recorded a Declaration of Covenants and Restrictions in Deed Book 60-G, Page 548 in the Register of Deeds Office for Spartanburg County, South Carolina; and,

WHEREAS, said Declaration of Covenants and Restrictions provided for a building set back line of 30 feet from the front lot line and a 50 foot Golf Course Easement; and,

WHEREAS, due to the size of the lot, it was necessary to build the house on Lot 183 within 30 feet of the front lot line and within the 50 foot Golf Course Easement; and,

WHEREAS, in the above mentioned Declaration of Covenants and Restrictions the Developer, River Falls Plantation Golf, Inc., created a River Falls Plantation Golf Inc.'s Architectural Review Committee and vested it with the power and authority "to control" approve and disapprove all changes to the property, including, "... siting of the improvements" and "to adopt and implement building and design standards";, and,

WHEREAS, the River Falls Plantation Golf, Inc.'s Architectural Review Committee has previously approved the location of the home built on Lot 183; and,

WHEREAS, it is desired that the variance to the building set back line and 50 foot Golf Course Easement for Lot 183 be placed on the public records; and,

KNOW ALL MEN BY THESE PRESENTS, that River Falls Plantation Golf Inc.'s Architectural Review Committee does hereby grant to the owners of Lot 183 in Section 3 of River Falls Plantation, their successors and assigns, forever, a variance for the home on Lot 183 to be located and situated withing the 30 foot setback line and 50 foot Golf Course Easement set forth in the Declaration of Covenants and Restrictions described above as shown upon the plat prepared for Robert & Margene Means by John Robert Jennings, PLS, dated June 20, 2005 and attached hereto as Exhibit "A" and made a part hereof.

WITNESS its hand(s) and seal(s) this 18<sup>th</sup> day of August, 2005

Signed, Sealed and Delivered in the Presence of:

River Falls Plantation Golf  
 Inc.'s Architectural Review  
 Committee

Michelle G. Splawn  
Rena M. Picado

BY: John T. Bramling II  
 Print Name: John T. Bramling II  
 ITS: 1 pass

STATE OF SOUTH CAROLINA )  
 :  
 COUNTY OF SPARTANBURG )

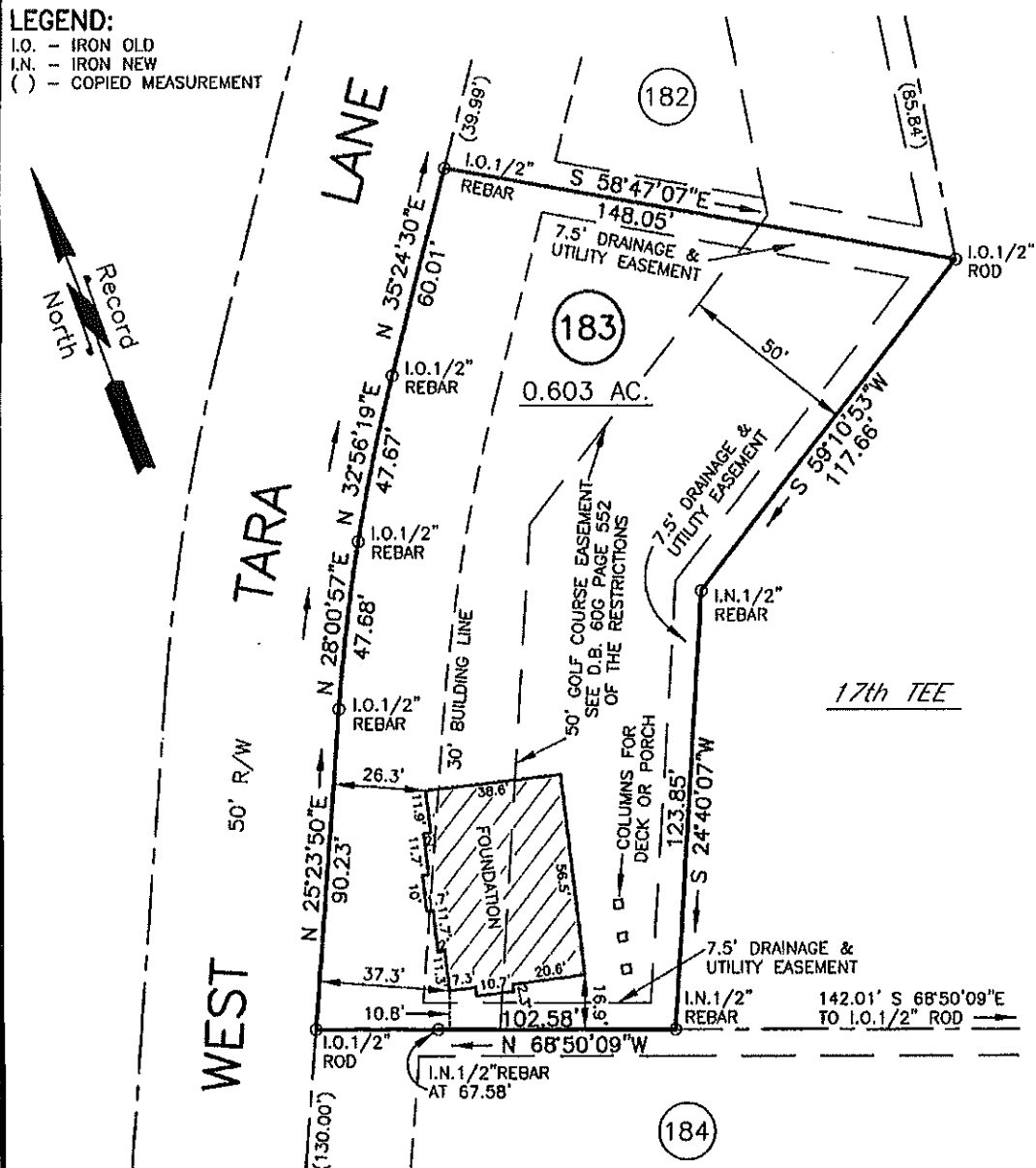
## ACKNOWLEDGMENT

On 18<sup>th</sup> Aug. 05 before me, the undersigned, a Notary Public in and for the state of South Carolina, County of Spartanburg, personally appeared John T. Bramling II to me personally known, who being duly sworn by me, did say that he/she is the Vice President of River Falls Plantation Golf Inc.'s Architectural Review Committee which executed the within instrument, that said instrument was signed and sealed on behalf of said committee and that he/she acknowledges said instrument to be the free act and deed of said committee.

Rena M. Picado (SEAL)  
 Notary Public for State of South Carolina  
 My Commission Expires: 2/20/12

**LEGEND:**

I.O. - IRON OLD  
 I.N. - IRON NEW  
 ( ) - COPIED MEASUREMENT

**NOTES:**

- 1- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.
- 2- THE SURVEY SHOWN HEREON REFLECTS THE RECORDED REFERENCES AS NOTED.
- 3- AREA SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD OR NOT OF RECORD.
- 4- ALL UNDERGROUND UTILITIES ARE NOT SHOWN AND THEIR LOCATIONS ARE UNKNOWN TO ME.

**SURVEY FOR:**

# ROBERT & MARGENE MEANS

BEING LOT NO. 183, SECTION NO. 3 OF RIVER FALLS PLANTATION SUBDIVISION, PLAT RECORDED IN PLAT BOOK 139 AT PAGE 388.

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN."

*John R. Jennings*  
 S.C. REGISTERED LAND SURVEYOR NO. 12519

COUNTY:	SPARTANBURG	BLOCK MAP:	SHEET: 5-31-15	PAR: 056.00	STATE:	SOUTH CAROLINA
DATE:	FEB. 14, 2005	LOCATION:	NEAR DUNCAN	FILE NAME:	RM020305	
REV.	JUNE 20, 2005					
FIELD BY:	T. MULLINS	GRAPHIC SCALE: 1"=40'				
DRAWN BY:	R. JENNINGS					

**SURVEYED BY:** JOHN ROBERT JENNINGS P.L.S.  
 129 FOSTER ROAD  
 ROEBUCK, SOUTH CAROLINA 29376  
 PH. (864) 574-5059

**SEAL**

8-17-05



MEMBER OF S.C. SOCIETY OF  
 PROFESSIONAL LAND SURVEYORS



STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SPARTANBURG )

MODIFICATION TO DECLARATION OF  
 COVENANTS AND RESTRICTIONS OF  
 RIVER FALLS PLANTATION  
 PHASE VII, SECTION 4

This **MODIFICATION TO DECLARATION OF COVENANTS AND RESTRICTIONS OF RIVER FALLS PLANTATION, PHASE VII, SECTION 4**, made on the date hereinafter set forth by **RIVER FALLS PLANTATION GOLF, INC.**, (hereinafter referred to as ``Developer'') and **MARGARET S. BERRY AND WEIZENECKER HOMES, INC.** (hereinafter referred to as ``Lot Owners'').

WITNESSETH:

WHEREAS, Developer and Margaret S. Berry (hereinafter referred to as ``Owner'') previously executed a Declaration of Covenants and Restrictions of River Falls Plantation, Phase VII, Section 4, recorded in Deed Book 79-J at Page 973 in the Office of the Register of Deeds for Spartanburg County (hereinafter referred to as ``Declaration'') which permitted revisions by and through a recorded instrument signed by two-thirds of the then Lot Owners;

AND WHEREAS, under ARTICLE I of said Declaration, the Developer and the Owner were authorized to organize an Architectural Review Committee (hereinafter referred to as ``Committee'') and the purpose, authority, guidelines and responsibilities of the Committee were established;

AND WHEREAS, under ARTICLE I, Subparagraph 2 of said Declaration, the authority of the Committee to enforce the terms of the Declaration includes but is not

C:\DOCUMENTS

AND

SETTINGS\BRYANMY

DOCUMENTS\RIVER

FALLS  
 RESTRICTIONS.MO  
 DIFICATION.PHASE  
 VII.SECTION4.DOC  
 Page 1 of

DEE-2005-16431  
 Recorded 5 Pages on 4/4/2005 3:14:04 PM  
 Recording Fee: \$11.00 Documentary Stamps: \$0.00  
 Office of Register of Deeds, Spartanburg, S.C.  
 Stephen Ford, Register



limited to, siting of improvements, landscaping, adoption and implementation of building and design standards; and

AND NOW WHEREAS, the Committee, Developer and the Lot Owners desire to maintain the projected development and improvement of River Falls Plantation, Phase VII, Section 4 with the clarification or addition of certain provisions to the Declaration pertaining to siting, building and design standards;

NOW, THEREFORE, the Developer and the Lot Owners hereby modify the Declaration as follows:

**ARTICLE II, RESTRICTIONS**, shall be modified to add the following provision(s):

**31. Building Setback Lines.** Structures or any portion of structures, including any porches, steps, stoops and verandas, shall be located on lots in accordance with Spartanburg County Unified Land Ordinance Section 4.03, Subparagraph 1, as specified for Patio Homes. The Architectural Review Committee is authorized to adjust the minimum setbacks disclosed on plat of survey entitled "River Falls Plantation, Phase VII, Section 4," and recorded in Plat Book 155 at Page 278 in the Office of the Register of Deeds for Spartanburg County, South Carolina as may be needed to accord with the Spartanburg County Unified Land Ordinance Section 4.03, Subparagraph 1, as specified for Patio Homes.

**32. Drainage and Utility Easements.** All lots are subject to the designated drainage and utility easements noted on the aforementioned plat.

[EXECUTION PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 31<sup>st</sup> day of March, 2005.

RIVER FALLS PLANTATION GOLF, INC.  
DEVELOPER

BY:

BEN M. GRAMLING, II  
ITS: PRESIDENT

BY:

JOHN T. GRAMLING, II  
ITS: VICE-PRESIDENT/SECRETARY

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 the within named RIVER FALLS PLANTATION GOLF, INC., DEVELOPER, by and through its duly authorized officer(s), sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

Michelle G. Splawn



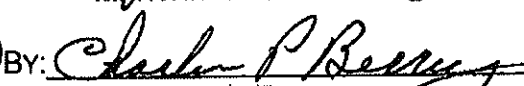
SWORN to before me this  
31<sup>st</sup> day of March, 2005.

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 2/6/12

IN WITNESS WHEREOF, the undersigned have set their hands and seals this

1st day of April, 2005.

LOTS Nos. 354, 356, 357, 359, 360, 361,  
362, 363, 364, 365, 366, 374, 375, 379

  
\_\_\_\_\_  
  
MARGARET S. BERRY  
BY:   
CHARLES S. BERRY, HER ATTORNEY IN FACT  
UNDER POWER OF ATTORNEY RECORDED IN  
DEED BOOK 54-V AT PAGE 355 IN THE  
OFFICE OF THE REGISTER OF DEEDS FOR  
SPARTANBURG COUNTY, SOUTH CAROLINA.

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

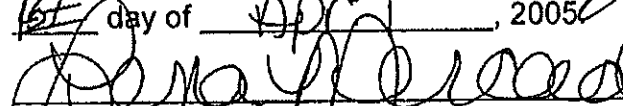
PERSONALLY appeared before me the undersigned witness and made oath that

(s)he was

present and saw the within named MARGARET S. BERRY, by and through CHARLES S. BERRY, his(her) duly authorized Attorney in Fact, sign, seal and as his(her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

1st day of April, 2005

  
Notary Public for South Carolina

My Commission Expires: 2/16/12

C:\DOCUMENTS

AND

SETTINGS\BRYANMY

DOCUMENTS\RIVER

FALLS  
RESTRICTIONS.MO  
DIFICATION.PHASE  
VII.SECTION4.DOC  
Page 4 of

DEED 2 -- S PG 580

IN WITNESS WHEREOF, the undersigned have set their hands and seals this  
1st day of April, 2005.

LOTS Nos. 352, 353, 355, 358, 367, 368,  
369, 371, 372, 373, 376, 378

WEIZENECKER HOMES, INC.

BY: Mark Weizenecker Pres.  
MARK WEIZENECKER  
ITS: PRESIDENT

[Signature]  
[Signature]

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 the within named **WEIZENECKER HOMES, INC.**, by and through its  
duly authorized officer(s), sign, seal and as its act and deed deliver the within written  
instrument and that (s)he with the other witness subscribed above witnessed the execution  
thereof.

[Signature]

SWORN to before me this  
1st day of April, 2005.

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 2/6/12

DOCUMENTS

AND

SETTINGS\BRYAN\WY

DOCUMENTS\RIVER

FALLS  
RESTRICTIONS.MO  
DIFICATION.PHASE  
VII.SECTION4.DOC  
Page 5 of