

TERRACE @ ROCK SPRINGS

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DEED 75-P PG 078 RECORDED
02 APR -5 AM 9:15
R.M.C.
SPARTANBURG, S.C.

COPY

STATE OF SOUTH CAROLINA}
COUNTY OF SPARTANBURG}

SUPPLEMENTAL RESTRICTIONS
PHASE NO. 2 – SECTION 'A' PATIO
HOME LOTS ROCK SPRINGS
SUBDIVISION (The Terrace at Rock
Springs) PLAT BOOK 151 PAGE 957

Lots 76 thru 84, 111-125, 144-146 Rock Springs Phase II shall be referred to as **THE TERRACE AT ROCK SPRINGS**; these lots are also covered under Restrictive Covenants for Rock Springs Subdivision Phase II as recorded in Deed Book 75-P at Page 072 and shown in Plat Book 151 at Page 957. Each purchaser of these lots agrees, by acceptance of a deed to said lot, to the following:


1. Each lot shall be landscaped according to a Master Landscape Plan developed for lots 76-84, 111-125, 144-146 by the Developer. Individual lot owners shall not make changes to the landscaping on their lot without approval of Beeson Henthorn Development, LLC or its designee.
2. Upon completion of construction, maintenance of all lots shall be the responsibility of the Landscape Maintenance Contractor until December 31, 2003 at which time the majority of lot owners may make all further Landscape Maintenance decisions for all deeded lots.
3. It is mandatory that each lot owner pay his or her pro-rated share of the landscape maintenance charges, which shall be \$65.00 per month until December 31, 2003. The fee shall be due on the first of each month beginning the month after the landscaping for each lot is complete. The fee shall be paid to "The Terrace Home Owners Association," or its designee at P.O. Box 170248, Spartanburg, SC 29301.
4. The owner of each lot, whether builder or homeowner, shall be responsible for payment of this fee. A late fee of \$10.00 per month will be due for payments received after the 5th of the month; a late fee of \$20.00 per month will be due for payments received after the 10th of the month. A lien may be filed for non-payment after 60 days past due with the owner responsible for late fees and any attorney fees charged for collection or filing of lien.
5. No chain link fencing will be approved. All fences will be uniform as to style, type and color. Homeowner may choose height and board spacing. The location of such fence must be approved in writing by the Developer.

{signature and witness page following}

Witness its hand and seal this 4th day of April, 2002.

Beeson Henthorn Development, LLC


By Laura Beeson Henthorn, member


WITNESS
Linda M. Belcher
WITNESS

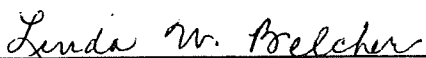
STATE OF SOUTH CAROLINA}

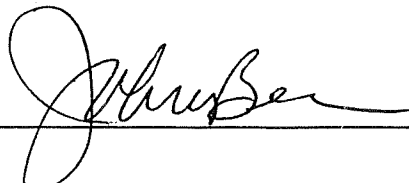
PROBATE

COUNTY OF SPARTANBURG}

Personally appeared the undersigned witness and made oath that (s)he saw the within named BEESON HENTHORN DEVELOPMENT, LLC. by Laura Beeson Henthorn, its member sign, seal and as their act and deed deliver the within written Supplemental Restrictions for The Terrace at Rock Springs and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
4th Day of April, 2002.


Notary Public for South Carolina
My commission expires: 2/10/07



ROCK SPRINGS

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COPY

RMC
SPARTANBURG, S.C.

STATE OF SOUTH CAROLINA }
 }
 COUNTY OF SPARTANBURG }

RESTRICTIVE COVENANTS
 and EASEMENTS
 ROCK SPRINGS, PHASE 2-Section 'B'
 LOTS 147 THRU 193
 PLAT BOOK 151 PAGE 958

WHEREAS, Beeson Henthorn Development, LLC. is the Developer of a certain tract of land located near the City of Spartanburg, known as **ROCK SPRINGS Phase II** as shown on plat dated October 30, 2001 made by Neil R. Phillips, and recorded in Plat Book 151 at Page 958 On February 13, 2002;

WHEREAS, the Developer desires to impose certain restrictive covenants upon said property in order to insure its use for residential purposes, to prevent impairment of the attractiveness of the property, and to maintain the desired quality of the community with no greater restriction on the free and undisturbed use of the property than is necessary to insure the same advantages to the other lot owners;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENT that the undersigned, Beeson Henthorn Development, LLC, does hereby make and declare the following restrictions on the uses to each lot or tract in the above described and platted property, and the undersigned owner does hereby declare that such restrictions shall constitute covenants with the land and shall be binding on all parties and all persons claiming under and for the benefit of and limitation on all future owners in such development, this declaration of restrictions being designed for the purpose of creating and maintaining the development as a desirable, uniform, and architecturally suitable development.

1. The covenants and restrictions contained herein shall run with the land and shall be binding upon all parties and persons claiming under the undersigned owner for a period of twenty years from the date the covenants and restrictions are recorded, after which time the said covenants and restrictions shall be automatically extended for such successive periods of ten years each unless an instrument signed by the majority of the then owners of lots in the said development has been recorded.
2. All lots in the above referred to development shall be known and designated as residential lots, except any land set aside by Developer for recreational or common area purposes.
 - (a) Minimum square footage requirements are 1500 square feet of enclosed, heated living space, not including garages, porches, breezeways, and basements. All buildings must be set back from the front, side and rear property lines by at least the minimum number of feet required by the set back lines shown on the recorded subdivision

plat of the property and/or as required by applicable subdivision regulations, provided the side set back lines shall be no less than five (5) feet and rear set back line shall be no less than ten (10) feet. Concrete block walls may not be used unless faced with brick, stucco, or other material approved by the Developer. No lot shall be further subdivided without the consent of the Developer, or its designee. However, any two lots may be replatted so as to change the property lines but may not create additional lots.

3. No building, whether single dwelling house, garage, or other outbuilding or driveway, shall be erected, placed, or altered on any building lot in this development until the building plans, specifications, and plot plan showing the location of such building or driveway have been approved in writing as to conformity and harmony of the external design with existing structures in the development, and as to location of the building or driveway with respect to the topography and finished ground elevation, by the Developer. Approval shall not be arbitrarily withheld. If such shall not be approved within thirty (30) days after being submitted to the Developer, then such approval shall not be required; provided, however, the design and location of the building or driveway shall conform to and be in harmony with the existing structures in the development. The Developer may disapprove, for any reason, including purely aesthetic reasons.
4. Each purchaser (or builder) is required to install a four (4') foot wide concrete sidewalk along the entire length of road frontage of said lot at in accordance with a construction drawing provided by the Developer. Sidewalk is to be constructed with the installation of driveway or within twelve (12) months of receiving title to lot, whichever occurs first.
5. Once lot clearing, grading or construction of any kind begins, construction must be complete including landscaping within twelve (12) months. If this schedule is not met, after 12 months, Home Owner Association Dues will be collected on a monthly basis until construction is complete.
6. No noxious or offensive activity shall be carried on upon any lot, where the same would constitute a legal nuisance to the neighborhood.

No animals shall be kept, maintained or quartered on any lot or any portion of the property except that cats, dogs, and inside pets (such as caged birds and hamsters) may be kept in reasonable numbers as pets for the pleasure of the occupants. All pets shall be kept in fenced areas or on leashes and each owner shall be responsible for the prompt disposal of all excrement or debris

of any kind resulting from any pet(s) owned or maintained by such owner on his property.

No immoral, improper, offensive or unlawful use shall be made of the property, or any part thereof, and all valid laws, ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All law, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the owner.

Property owners will be required to keep tall shrubbery or hedges trimmed to reasonable limits so that air circulation or views from surrounding property will not be adversely affected. Further, 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.

7. No commercial activity or enterprise of any type or nature shall be permitted to be conducted on or about any of the lots and the same is hereby specifically prohibited. Commercial use shall be deemed to include any use of the property for the purpose of a school, nursery, or kindergarten.
8. Chain-link or other wire or metal-type fences shall not be visible from the street, and shall be black or green; split rail, board or masonry walls or fences may be constructed. The Developer in writing shall approve all locations and construction specs of all fencing. The Developer may disapprove fencing for purely aesthetic reasons.
9. No motor vehicle shall be permitted to stand upon any lot in the development which does not have current license plates or is safety inspected and licensed for use on public roadways; no camping trailers, boats, trailer hitches, or similar equipment, shall be permitted to stand on the front portion of any lot in view of the street; no portion of any lot shall be used for the operation of any motorized recreational vehicle, such as motorcycles, mini-bikes, go-carts, dune buggies, or similar equipment. No motorcycle shall be allowed in the subdivision unless it has approved mufflers or sound control devices. No bus, transfer tractor, transfer trailer or tractor-trailer combinations shall be allowed in the subdivision at any time except for loading and unloading. Also, no other trucks with a total length of over eighteen (18) feet shall be allowed at any time except for loading and unloading.

10. There shall be reserved easements for the installation, repair, and maintenance of utilities and drainage facilities over and across the rear ten (10) feet of each lot and five (5) feet on each side of the side lot lines, and five (5) feet across front of lot.
11. All sewage disposal shall be by connection to public sewer. No construction shall begin prior to appropriate approvals and permits.
12. Some of the lots may have been filled by the Developer or its predecessors in title. No representation is made as to the condition and quality of the soil on any lot. All prospective purchasers of lots shall be presumed to have examined and inspected a lot in detail prior to closing, and to have determined the location and extent of any fill upon said lot. No building shall be erected on any lot until the owner or the owner's contractor shall have definitely determined firm footings. The building line upon the plat is not a representation that any determination has been made as to the suitability for building. All purchasers shall be presumed to have read these restrictive covenants.
13. No lot may be used in any manner or for any purpose that would result in the pollution of the air, pond or any waterway that flows through or adjacent to the subdivision. All grading shall comply with rules of the South Carolina Land Resources Commission, and South Carolina DHEC.
14. No signboard shall be displayed on any lot in the development except "For Sale" or "For Rent"; said sign shall not be more than two by three feet in size, provided that the undersigned Developer or its successors shall have the right to use additional or larger signs for the development of the property.
15. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within a screened area, or buried underground.
16. Each lot upon which a residence is constructed shall have a mailbox of a type and size specified by Developer. Such mailbox shall be properly maintained at all times by the owner and shall not be altered or replaced except by a new mailbox identical to the one originally installed.
17. All garbage and trash containers shall be underground or placed in screened areas. Clotheslines shall not be located in areas which are visible from the street or other properties.
18. No satellite dishes or outside antennae of any kind shall be allowed unless approved by Developer.

19. All residences must have a double garage with a garage door.
20. Restrictions may be amended anytime by the Developer until titles to all lots have been transferred. Thereafter, restrictions may be amended by homeowners with written approval of eighty percent (80%) of the then lot owners.
21. The Developer and any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations. If the Developer or an Owner or Occupant is successful in any such proceeding brought to enforce the provisions of these Restrictions, such successful party shall be entitled to recover from the Defendant or Defendants all costs and attorney fees reasonable incurred in such proceeding. Failure by the Developer or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Developer shall have the right to request that law enforcement, public safety and animal control officers come on the property to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.
22. Developer may waive in whole or in part any minor or unintentional violations of any of the restrictions herein contained.
23. Should any mortgage or other lien of any type be foreclosed on the property, or any portion of the same to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the Owners of such property, shall be subject to, and bound by, all of the covenants and restrictions enumerated herein.
24. Each Owner, by acceptance of a deed, shall be deemed to covenant and agree to pay to the Developer, or his designee, the greater of (a) annual assessments or charges set by Rock Springs Homeowners Association, or (b) pro-rated share of the street lights and expense(s) for the entrance or common areas for property referred to herein. This shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost is the obligation of the person who was the Owner of such property at the time when the assessment fell due. This assessment shall be subordinate to any lien creditor on the property. The annual assessment provided for herein shall commence on day of purchase as to any lot or residence. The annual assessment is hereby set at \$200.00 per year until the Developer or its designee changes such assessments. In the event the Developer installs a swimming pool, the annual assessment will increase from

\$200.00 per year to \$350.00 per year. Builders who contract for a lot for the purpose of speculative building will not be subject to this annual assessment unless and until the lot or residence is sold, rented, leased or otherwise occupied, at which time assessments will be due as of date of closing or occupancy, whichever occurs first. In the event that adequate funds are not available from these assessments, The Developer agrees to pay for all streetlights and maintenance until December 31, 2003.

25. Developer may assign his rights and obligations to the Rock Springs Homeowners or other designee at any time.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed and their seals affixed this 4th day of April, 2002.

BEESON HENTHORN DEVELOPMENT, LLC.

By: Laura Beeson Henthorn
Laura Beeson Henthorn, member

WITNESS:

Linda M. Poelcher

STATE OF SOUTH CAROLINA }
COUNTY OF SPARTANBURG }

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named BEESON HENTHORN DEVELOPMENT, LLC by Laura Beeson Henthorn, its member sign, seal and as their act and deed deliver the within written Restrictive Covenants and Easements for Rock Springs and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
4th Day of April, 2002

Linda M. Poelcher
Notary Public for South Carolina
My commission expires: 02/10/07

Laura Beeson Henthorn