

WILLIOWBROOK RIDGE

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RECORDED

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STATE OF SOUTH CAROLINA)
 COUNTY OF SPARTANBURG)
 RMC OFFICE FOR SPARTANBURG COUNTY)
 WILLowbrook RIDGE SUBDIVISION)

WITNESSETH:

WHEREAS, WBR, LLC, a South Carolina Limited Liability Company (hereinafter, together with its successors and assigns acting as developer of the real property hereinafter described or any portion thereof, called the "Declarant") is the owner of certain real property (the "Property") described as follows:

Approximately 8.42 acres on Belcher Road in Inman, South Carolina, more accurately shown on a plat of Willowbrook Ridge Phase I by Grambling Brothers Surveying, Inc. dated October 25, 2000, and recorded in Plat Book 149 at Page 473 ("Plat"), RMC Office for Spartanburg County, South Carolina (see Exhibit A).

WHEREAS, Declarant plans to subdivide and develop the Property (and, in Declarant's sole option, additional phases thereto) into a residential planned unit development known as and herein called, as it may exist from time to time, "Willowbrook Ridge" consisting of residential lots (the "Lots"), and construct or have constructed thereon single family residences to sell to individual third party purchasers (herein called "Owners") for residential housing, and develop or have developed or dedicated public streets and roads ("streets and roads"), and possibly other portions for the common use, benefit, and recreation of the Owners (such other portions together with improvements thereto (if any) being hereinafter referred to as "Common Areas"); and

WHEREAS, all of the Lots will be used for single family attached or detached residences, and, are numbered and shown on the Plat or shall be numbered and shown on one or more subsequently recorded plats.

WHEREAS, Declarant deems it necessary and desirable to place these certain covenants, conditions and restrictions upon the Property and each and every one of the Lots and Common Areas to run with the Property and each and every one of the Lots and Common Areas to insure the orderly development of Willowbrook Ridge as a whole and its use, for the benefit of Declarant and the benefit of the Owners.

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KNOW ALL PEOPLE BY THESE PRESENTS that the Declarant does hereby declare that the Property together with any permitted additions thereto, including each and every Lot, and each and every Common Area is hereby restricted as follows, all of which restrictions and limitations are intended to be and shall be taken as conditions, restrictions, covenants and limitations to run with the land and shall be for the benefit of the Declarant and each and every Owner.

ARTICLE I

Definitions

1.01 "Assessments" means the amounts charged to the Owners by the Association to provide the funds necessary for the Association to be able to carry out its functions, including, but not limited to, operation and maintenance of the Common Areas. Failure of an Owner to pay Assessments shall result in a lien upon his Lot as herein provided.

1.02 "Association" means The Willowbrook Homeowners Association, Inc., a South Carolina non-profit corporation of which all the Owners are or shall be members and which has or shall be established to provide for the welfare and benefit of the Owners and the Declarant.

1.03 "Board" or "Board of Directors" means the Board of Directors of the Association.

1.04 "By-Laws" means the By-Laws of the Association as such exist from time to time.

1.05 "Common Areas" means all the real property (including improvements thereon, if any) owned by the Association for the common use and benefit of the Owners subject to the provisions of these Restrictive Covenants. The Common Areas to be owned by the Association at the time of conveyance of the first Lot (or later conveyed to the Association) shall be shown and described as "Common Area", or "Recreational Area" on one or more subsequently recorded plats.

1.06 "Declarant" means Willowbrook Ridge, LLC, a South Carolina Limited Liability Company, together with any successor and assign specifically designated as and acting as a successor developer of all or any portion of Willowbrook Ridge. As a consequence, any third party builder or contractor constructing improvements upon one or more Lots or constructing other improvements

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upon Common Areas shall not, for the purposes of these Restrictive Covenants be considered as or have any rights as "Declarant" unless specifically so designated by the Declarant.

1.07 "Lot" means an individual lot of land within the Property developed for single family residential purposes.

1.08 "Owner" means the owner of record of an interest in a Lot. The term "Owner" does not include the Declarant nor does it include a mortgagee whose sole interest in a Lot or other portion of the Property is a security interest in lands and/or improvements securing a debt owed to such a mortgagee, which mortgagee does not otherwise own or have fee title interest in a Lot.

1.09 "Party Wall" means any wall which is built as part of the original improvements to any Lot and placed on the boundary line between that Lot and another Lot upon which the Party Wall also constitutes part of original improvements thereon.

1.10 "Plat" means that survey of Willowbrook Ridge prepared by Grambling Brothers Surveying, Inc., Engineers, dated December 1, 2001, and recorded in the Office of the RMC for Spartanburg County, South Carolina, in Plat Book 149 at page 473.

1.11 "Property" means the real property described above as the same may exist from time to time, subject to the Declarant's right to add additional real property to the Property in order to create additional Lots and/or Common Areas, and streets and roads, all as hereinafter set forth in Article II.

1.12 "Restrictive Covenants" means the Covenants, Conditions and Restrictions of Willowbrook Ridge Subdivision, together with any amendments or supplements hereto recorded in the public records of Spartanburg County, South Carolina.

1.13 "Willowbrook Ridge" means that planned unit development as herein defined.

ARTICLE II

Development Plan

2.01 As initially composed, the Declarant may create certain Common Areas, and/or recreational areas (which may include improvements consisting of a pool, play areas, a clubhouse and

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other improvements) which shall be designated on the Plat or subsequently recorded plats as "Common Area", and/or "Recreational Area" and conveyed to the Association. The Declarant may also create certain areas to consist wholly of Lots within Willowbrook Ridge, all of which shall be shown on one or more subsequently recorded Plats. The Declarant may either by conveyance or dedication, establish other areas within Willowbrook Ridge for use in conjunction with the Lots and the Common Areas (i.e., streets and roads, the rights-of-way of which shall be shown upon the Plat, or subsequently recorded plats, and easements for utilities). The property may be developed in Phases or Sub-Phases. The Declarant reserves the right, but has no obligation, to annex additional contiguous real property to the Property for inclusion within Willowbrook Ridge for the purposes of creating additional Phases or Sub-Phases on additional property shown on Exhibit B. In the event of such expansion, Declarant hereby covenants that such annexation or annexations shall be evidenced by an amendment to these Restrictive Covenants filed in the public records of Spartanburg, South Carolina, executed solely by the Declarant, which amendment shall not require the approval or concurrence of any third parties, including any Owner or Owners whatsoever.

2.02 The Declarant reserves the sole right but has no obligation to add any additional Phase, more than one additional Phase or all additional Phases set forth above and in any order selected by the Declarant. In the event Declarant elects to include one or more of the Phases described above before an earlier numbered Phase or Phases, Declarant may, at its sole option, re-designate the numbers assigned to Phases to concur with the order included and to be included, in which event the Phases shall be renumbered accordingly and the dates for inclusion shall apply to the Phases as renumbered.

2.03 In the event the Declarant elects to establish additional Common Areas by conveying the same to the Association, the Declarant does hereby covenant that such inclusion shall not materially increase the Assessments charged to the Owners as herein provided.

2.04 The Declarant or any subsequent Owner of a Lot (with prior written consent of the Declarant or its nominee) may modify or alter lot lines contiguous to each other so long as such

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modification or alteration does not result in creating another Lot or a greater number of Lots than that shown on the Plat and does not violate any other provisions hereof. No Lot may be subdivided to create an additional Lot. Notwithstanding any provision herein, Declarant reserves the right to re-subdivide any portion of the property for the purpose of adjusting property lines or consolidating lots, provided, however, no such changes shall create any greater number of lots than shown on the Plat or subsequent plats for additional phases. Additionally, the Declarant in its sole discretion has the right to adjust set back lines on lots. These rights exist only during construction of residences by the Declarant or its nominee through the final phase.

2.05 All construction by an Owner shall be performed by a licensed contractor or builder. Once construction has commenced, the owner shall be responsible for insuring such work proceeds at an orderly and timely pace with no stoppage of work for more than 14 consecutive days to be condoned, acts of God excepted, and to be completed including landscaping and ready for occupancy within one year of commencement date.

ARTICLE III

Use Restrictions

3.01 Each and every one of the Lots shall be known, described and used only as a single family residential lot and no structure shall be constructed or erected on any Lot other than one detached single family dwelling and accessory buildings thereto upon each of the Lots, in each case such dwellings not to exceed two and one-half stories in height, and in each case accessory buildings not to exceed one story in height.

3.02 No trailer, basement, tent, shack, garage, or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

3.03 No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Common Area, nor shall any oil wells, tanks,

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tunnels, mineral excavation or shafts be permitted upon or in any Lot or Common Area. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Common Area.

3.04 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Common Area except that Owners may keep dogs, cats, or other household pets provided the same are housed and kept only in reasonable numbers (no more than two (2) such household pets per lot). Pets shall not be allowed to create an unsightly condition or otherwise disturb the peace, tranquillity or appearance of Willowbrook Ridge or otherwise constitute a nuisance. Each Owner shall be responsible and liable for all damage and destruction caused, created by or resulting from trespass by his or her pet, whether with other animals or not. Furthermore, pets shall not be kept or housed in outdoor pens or allowed to venture outside an Owner's Lot except on a leash. In connection therewith the Board shall have the right to set rules and regulations governing the keeping of any such pets and to require the removal thereof from Willowbrook Ridge in the event any such pet or pets should be determined by the Board in its sole judgment to be a nuisance or otherwise violate this provision or its intended purpose.

3.05 No commercial activity whatsoever shall be carried out on any Lot without the express written permission of the Board except that the Declarant (and designees of the Declarant) may use one or more Lots for location of sales and administrative offices and for models during the period Declarant (or such designee) is marketing and selling Lots. Further, no noxious or offensive trade shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or to any other Owner. Further, there shall be no yard sales or other sales of goods including household goods upon any Lot.

3.06 No sign of any kind (including yard sale signs) shall be displayed to the public view upon any Lot or upon any Common Area except for the sign located at the entrance to Willowbrook Ridge designating the planned unit development, and except for signs used by the Declarant or any third party granted permission by the Declarant to advertise for sale or lease a Lot or newly constructed

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home upon a Lot during the period when such Lot (whether improved or not) is initially offered for sale to members of the public. Also any Owner may advertise the sale of his or her Lot by using a "For Sale" sign or advocate the election of a political candidate or sponsorship of a political party (but only for the period of time of 90 days before and 15 days after the election) so long as such "for sale" or political sign is attractive in its appearance and does not exceed the dimensions of two feet by three feet.

3.07 No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures and other waste, and such shall not be allowed to accumulate and shall not be kept except in sanitary containers out of view of the streets, maintained in a clean and sanitary condition. In connection therewith, if the Association should deem it appropriate, it shall have the right to enter into and contract on behalf of the Owners for sanitary disposal of garbage and trash with one or more companies in the general business of providing such services and duly licensed to provide such services in Spartanburg County, South Carolina. The Association shall have the right to set standards for the storage of such garbage and trash, including areas upon Lots within which trash may be stored or placed and the containers within which the same shall be placed or kept prior to pickup by the service providing trash or garbage pickup.

3.08 No boat, trailers, tractor trailers, recreational vehicle, commercial vehicle, camper or camper truck, trucks in excess of one ton, buses, mobile homes or other similar vehicles may be parked, stored or left (a) on any Common Areas or recreational areas, (b) on any streets and roads, or (c) in any driveway, or (d) on any other part of a Lot unless the same are fully enclosed within the garage located on the Lot or are kept behind the front line of the house on the Lot and behind a fence not less than six feet in height and which fully screens them from the view of the public walking by such Lots. In the event an Owner is required by his or her employer to bring a commercial vehicle home, then that Owner may obtain a waiver of this restrictive covenant from the Board pursuant to such requirements as the Board of Directors deems appropriate. Any car, motorcycle or truck shall be parked, stored or left wholly within the garage located upon the Lot, except to the extent a garage

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is already occupied to capacity, in which case such vehicle may be parked in the driveway. (This restriction does not apply to Declarant or a Builder during construction). No repairs to or maintenance of any vehicle shall be made or performed on any driveway or front, side or back yard of a Lot. Such repair and maintenance work shall be confined to the garage and done in a manner as to allow the garage door to be closed. No "go-cart", "motorized trail bike or minibike", or unlicensed motor vehicle (other than tractors, mowers, etc. used for construction, maintenance or upkeep) shall be operated within Willowbrook Ridge or any part thereof.

3.09 Recreational Facilities such as basketball goals, sports courts, trampolines, swimming pools, outdoor swing sets and other outdoor recreational equipment (placed either temporarily or permanently) must be approved in writing by the Board or the ACC under the procedure set forth in Article IV.

3.10 No lawn, fence, hedge, tree or landscaping feature on any of the Lots shall be allowed to become obnoxious, overgrown, or unsightly. In the event any lawn, fence, hedge, tree or landscaped feature shall become obnoxious, overgrown or unsightly, or unreasonably high in the sole determination of the Board, the Association shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner of that Lot a reasonable sum therefor, and the Association shall not thereby be deemed guilty of a trespass. The charge therefor by the Association to such Owner shall be considered as an Assessment and shall be due and collectable in like manner as all other Assessments. The Association shall first however make a reasonable effort to notify the Owner of that Lot of the complaint.

3.11 No individual well shall be permitted on a Lot within Willowbrook Ridge except for use solely in conjunction with sprinkler systems or swimming pools. This restriction shall be enforceable as long as the utility water system is operated to the satisfaction of the South Carolina Department of Health and Environmental Control or the successor thereof.

3.12 Clothes hanging devices exterior to a dwelling shall not be visible from outside the Lot. Owners may not screen or enclose any exterior patio on a lot, nor may any Owner screen or enclose

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any exterior deck and/or balcony with any type of material without the prior written consent of the ACC. No exterior antennae, satellite dish, aerial, or similar device or structure of any kind or nature shall be erected, maintained or placed on any Lot unless such structure is erected and maintained in such a way that it is screened from public view at a point in the center of the public street right-of-way directly in front of the house on such Lot, and no such apparatus shall be erected without the prior written consent of the ACC.

3.13 Each owner of a Lot upon which a residence is built shall be required to purchase and use a special mailbox designed for Willowbrook Ridge.

3.14 The Board shall have the right, authority and power to establish such rules and regulations as it shall deem necessary and appropriate governing use of the Common Areas and appearance and upkeep of Willowbrook Ridge including Lots, so long as such are reasonable in nature and do not conflict with the provisions of these Restrictive Covenants. The Board shall enforce such rules and regulations. The Board shall be entitled to fine any Owner(s) for non-compliance (which fine shall not exceed an amount equal to the regular annual Assessment charged to such Owner's Lot or Lots); the fine shall be treated as, and lienable as an Assessment. The Board shall be entitled to prohibit or restrict use of the Common Areas or to obtain specific performance or injunctive relief from a court of competent jurisdiction, or obtain such combination of the foregoing remedies as the Board shall deem appropriate under the circumstances.

ARTICLE IV

Architectural Review

4.01 Architectural Control Committee. A committee to be known as the Architectural Control Committee (the "ACC") shall be established consisting of three (3) members.

(a) For so long as the Declarant owns a Lot and is actively marketing Lots for sale within the Property or any additions thereto, the members of the ACC shall be appointed, terminated and/or replaced by Declarant. In the event Declarant defaults in its marketing of lots for over two

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years or in the event Declarant notifies the Association in writing of its desire to relinquish the right of appointment granted herein, then Association, its successors and assigns, shall have the right to appoint all the members of the ACC until 100% of the Lots are sold to third party new home purchasers. Thereafter all the members of the ACC shall be appointed, terminated and/or replaced by the Association.

(b) The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove changes or additions for improvements proposed for the Lots.

(c) The ACC shall act by simple majority vote, and shall have the authority to delegate its duties to subcommittees or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties.

4.02 Scope of Review. No building, fence, wall, outbuilding, landscaping, pool, athletic facility or other structure or improvement (including, but not limited to, individual mail boxes and yard lights) shall be erected, altered, added onto or replaced upon any portion of the Property without the prior written consent of the ACC.

4.03 Submission of Plans. Prior to the initiation of construction or replacement of any structure upon any Lot, the Owner thereof shall first submit to the ACC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

4.04 Plan Review. Upon receipt by the ACC of all of the information required by this Article IV, it shall have thirty (30) days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACC: (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property, taking into consideration the aesthetic aspects of the architectural designs, placement of structures, landscaping, color schemes,

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exterior finishes, quality of materials and similar matters; (ii) the improvements will not violate any restrictive covenant or encroach upon any Lot, easement, Common Area or Recreational Amenity or cross platted building set back lines; (iii) the individual or company intended to perform the work is acceptable to the ACC; and (iv) the improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement [one year for the construction of a complete house]. In the event that the ACC fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ACC's approval shall be deemed to have been granted without further action so long as the plans submitted to not violate any other provision of these Covenants, the Plat or the Bylaws, in which event the Owners submission will be deemed to have been denied.

4.05 Deviation from Approved Plans. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article IV to the same extent as if erected without prior approval of the ACC. The ACC, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

4.06 Immunity of ACC Members. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice. The ACC shall not be responsible for reviewing, nor shall its approval of any plans or specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, security, or conformance with building or other codes.

4.07 Waiver of Future Approvals. The approval or consent of the ACC to any plans or specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the ACC shall not be deemed to constitute a waiver of any right to withhold

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approval or consent as to any plans or specifications or other matter whatever subsequently or additionally submitted for approval or consent.

4.08 Address for Notice. Requests for ACC approval or correspondence with the ACC shall be addressed to the Willowbrook Ridge ACC and mailed or delivered to the principal office of the Declarant in Spartanburg County, South Carolina, or such other address as may be designated from time to time by the ACC. No correspondence or request for approval shall be deemed to have been received until actually received by the ACC in form satisfactory to the ACC.

4.09 Declarant Exemption. So long as Declarant is a Member and continues to build homes or market lots within the Property, the ACC shall have no authority, power or jurisdiction over Lots owned by Declarant, and the provisions of this Article IV shall not apply to Lots owned by Declarant until such time as Declarant conveys title to the Lot to a third party purchaser or builder thereof. This Section 4.09 shall not be amended without Declarant's written consent set forth on the amendment.

ARTICLE V

The Willowbrook Ridge Homeowner's Association

5.01 The Declarant has or shall establish The Willowbrook Ridge Homeowner's Association, Inc. (the "Association") as a South Carolina non-profit corporation. Each and every Owner (other than the Declarant) shall, upon acquisition of Ownership in a Lot, become a Class A member (as hereinafter defined) of the Association, which membership shall terminate automatically when such Owner ceases to be an Owner (i.e., no longer having an ownership interest of record in a Lot). The Declarant shall be the Class B member (as hereafter defined) of the Association for the time period hereafter provided.

5.02 If any Lot be owned by more than one Owner, all Owners of that Lot shall be members. In addition, where a Lot is owned by either a husband or a wife, his or her non-owning spouse shall likewise be entitled (but not required) to be a Class A member of the Association.

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(a) Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

(b) The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 2020.

5.03 (a) The Board of Directors shall have sole authority to make all decisions concerning the Association except that neither the Board of Directors nor the Association shall be authorized to adopt any measure which would affect the rights of any mortgagee holding a mortgage upon the Property or any Lot, or any Common Area or portion thereof without such mortgagee's written consent. No action may be taken by the Association or the Board of Directors affecting the rights of the Declarant granted or reserved pursuant to these Restrictive Covenants and not at the time of such action expired, without the Declarant's written consent.

(b) The Association through its Board of Directors shall have the right to establish rules and regulations regarding use of any recreational facilities, the Common Areas and, to the extent herein granted, the Lots, and to impose penalties for violation thereof.

5.04 The Association shall be solely responsible for the following matters and things within Willowbrook Ridge; provided, however, nothing herein shall prevent the Association from contracting with or employing third parties to carry out such activities provided all costs of the same

DEED 73-R PG 264

shall be borne solely by the Association and provided, further, the acceptance of carrying out these functions by any third person or entity, including any agency of the government, shall not relieve the Association of the ultimate responsibility for the same, such things being namely: (a) maintaining, regulating use of and improving all Common Areas including areas in which the Association holds fee title ownership, and easements along streets and roads, and rights-of-way and along boundaries of the Property, which areas exist for the general benefit of all the Owners. Such maintenance shall include, but shall not be limited to, maintaining and regulating the use of the pool, play area and clubhouse, cutting of grass, plantings and maintenance of sidewalks, fences and other improvements, and performance of all the tasks necessary and desirable to keep such Common Areas neat, attractive and in order; (b) establishing rules and regulations enforcing the same relating to appearance of individual Lots within Willowbrook Ridge including, but not limited to (if the Board of Directors deems necessary), contracting for trash and garbage pickup, contracting for basic lawn maintenance for either Common Areas or Owner's property or both, maintaining uniform street signs, property address numbers, yard lights, and uniform mailboxes and receptacles; (c) enforcing performance of these Restrictive Covenants by the Owners.

ARTICLE VI

Assessments

6.01 The Declarant, (when performing as a Builder), and any Builders after one year from date of transfer of a Lot to it covenant and agree to pay to the Association the same assessments as charged to an Owner and as set forth below. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessments or charges, (2) special Assessments for capital improvements, and (3) Assessments for fines by the Board as provided in Article III, such Assessments to be established and collected as hereinafter provided. The annual and special Assessments, and fines, together with interest, costs, and reasonable attorney's fees, shall be a charge

DEED 73-R PG 265

on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them (but shall continue unless extinguished as herein provided, as a lien against the Lot).

6.02 Other than set forth above, the Declarant shall not be subject to any annual, special or other type assessment on any Lots owned by it. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and the residents in the Property and for the improvement and maintenance of the Common Areas and/or Recreational areas.

6.03 Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be one hundred seventy-five dollars (\$175) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be increased each year not more than 10% above the maximum Assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual Assessments at an amount not in excess of the maximum.

6.04 In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto,

DEED 73-R PG 266

provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

6.05 Written notice of any meeting called for the purpose of taking any action authorized under section 6.03 or 6.04 shall be sent to all Owners and the Declarant not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6.06 Both annual and special Assessments must be fixed at uniform rate for all Lots and may be collected on a monthly basis.

6.07 The annual Assessments provided for herein shall commence as to all Lots of owners on the day of acceptance of a deed thereof; as to all lots of the Declarant (when performing as a Builder) or to any Builder the annual assessment shall commence one year from the date of transfer of a Lot to it. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish within five (5) days of receiving written request a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Failure to provide such a certificate within the five (5) day period shall be deemed a waiver of any claim for Assessments previously owed.

DEED 73-R PG 267

6.08 Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum or the highest rate permitted by law, whichever is less. The Association may bring an action at law or equity against the Owner personally obligated to pay the same, or foreclose the lien against his Lot and the interest cost and attorney fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

6.09 The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. The lien for Assessments shall also be subordinate to any other recorded mortgage or other lien recorded prior to the time such Assessment (or installment thereof if payable in installments) became due and payable. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

6.10 The Board of Directors shall have the right to assign any claim and/or lien rights of the Association for the recovery of delinquent Assessments for reasonable value.

ARTICLE VII

Easements and Other Matters Affecting the Land

7.01 Each person who acquires a Lot or any interest therein shall be deemed, thereby, to agree that: (a) if any portion of improvements upon an adjoining Lot shall encroach upon any portion of another Owner's Lot, there shall exist a valid easement for such encroachment and for the maintenance and repair of the same so long as it stands; and (b) as to any building or other improvement upon a Lot, access for the maintenance and repair of which (or a part of which) may only reasonably be made over and/or through an adjoining Owner's Lot, there shall exist a valid

DEED 73-R PG 268

easement upon such adjoining lot for such maintenance and repair; (c) in the event a building or other improvement on an adjoining Lot is under construction or is partially or totally destroyed and the construction or reconstruction thereof shall create an encroachment on portions of a Lot, there shall exist a valid easement for such encroachment for such construction or reconstruction and the maintenance thereof; provided, however, anyone making use of any easement or right thereto provided in this Paragraph 7.01 shall be solely liable for, and shall be responsible to repair, any and all damage caused or created as a result of such use; (d) the Lots may be subject to a set back line, side and rear drainage and utility easements and other perpetual, non-exclusive easements as designed on the Plat on any subsequent plat or plats of future Phases or Sub-Phases of Willowbrook Ridge Subdivision; and (e) there is a 10 foot perpetual non-exclusive easement on the front of each Lot for drainage and utilities; and (f) notwithstanding the foregoing, the ACC shall have the right and authority to approve variances from the set back lines and drainage and utility easements for reasonable cause or to alleviate a hardship.

7.02 The Property is subject to all conditions, limitations, restrictions, reservations and all other matters of record, the rights of the United States of America, the State of South Carolina and any governmental authority or agency, any taxes, applicable zoning ordinances which now exist or are hereafter adopted, and easements for utility services and drainage which now exist or are hereafter granted by the Board upon its determination such are necessary and will benefit one or more Owners. Such rights include, but are not limited to, the right to grant easements for access and ingress and egress across those portions of the Common Areas suitable for pedestrian and vehicular traffic and for utility services and drains. No easement shall be granted if as a result thereof any Owner's use of his Lot would be unduly impaired or any buildings, or other improvement would be materially weakened, or the security of any mortgage of record would be adversely affected without its written consent.

7.03 By reason of the Declarant having determined that it may be in the best interests of the Willowbrook Ridge and its owners as such may exist from time to time that the streets and roads,

DEED 73-R PG 269

curbing, drainage and rights-of-way associated therewith and all Common Area necessary be dedicated to the County of Spartanburg or such other public body to provide for continuing maintenance, repair and service to said streets and roads, Declarant hereby resumes the right (but no obligation) in its sole and exclusive discretion and without the necessity of approval by any third party including any owner or his mortgage or lienholder to dedicate to the county any streets or roadways, curbing, drainage or rights-of-ways associated therewith and all necessary Common Area for purposes of accommodating vehicular traffic.

7.04 Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association (and of the Declarant as set forth in Paragraph 7.03) to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

ARTICLE VIII

Duration of and Amendment to these Restrictive Covenants:

Annexation of Additional Property

8.01 During the initial period set forth in Section 8.02, these Restrictive Covenants may not be amended except upon the affirmative vote of ninety percent of all the votes of the then existing classes of membership of the Association. Thereafter these Restrictive Covenants may be amended

DEED 73-R PG 270

only upon the affirmative vote of not less than 75% of all then existing classes of membership of the Association at the time the vote is taken. However, in no event shall any amendment or variance adversely affect the value of any Lot owned by an Owner, or the security of any mortgagee holding a mortgage upon any Lot, Common Area or Recreational Area or other portion of the Property without such Owner's or Mortgagee's written consent. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot.

8.02 These Restrictive Covenants are to run with the land and shall be binding upon the Declarant and all Owners (and to the extent appropriate, their mortgagees) and upon all parties and persons claiming under them and each of them until 20 years from the date hereof, at which time these Restrictive Covenants shall automatically be extended for successive periods of ten (10) years each, unless by vote of seventy-five (75%) percent of the total vote appurtenant to all the Lots cast by the then Owners it is agreed to repeal these Restrictive Covenants in whole or in part.

ARTICLE IX

Remedies for Violation

9.01 The Association, or any Owner, or so long as there is a Class B member, the Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictive Covenants. Failure by the Association, by any Owner or by the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

DEED 73-R PG 271

ARTICLE X

Invalidation

10.01 The determination that any provision hereof is void, invalid or unenforceable by any court, administrative agency or other governmental authority, shall in no wise affect any other provision hereof which shall remain in full force and effect to the fullest extent possible, each provision hereof being a separate and independent covenant running with the land. It is intended by these Restrictive Covenants that a uniform plan for the development, use and enjoyment of Willowbrook Ridge be so created and as a consequence, these Restrictive Covenants are to be enforced and interpreted in keeping with such plan.

10.02 The invalidation of any of the restrictions herein contained shall not affect the rights of any mortgagee or other lien holder holding a lien upon any Lot or Lots, Common Areas or other portion of the Property.

IN WITNESS WHEREOF, Willowbrook Ridge, LLC, a South Carolina Limited Liability Company, has caused these Restrictive Covenants to be executed by its Designated Director as of the day and year first above written.

Signed, Sealed and
Delivered in the Presence of:

WILLOWBROOK RIDGE, LLC

Maria King
J. W. Lawrence

Parker Champion member
By: Parker Champion
Its: Member

Maria King
Anne W. Butler

Larry J. Hagerman member
By: Larry J. Hagerman
Its: Member

DEED 73-R PG 272

Lots 13, 14, 15, 16 & 17 on Plat of Willowbrook Ridge Subdivision recorded in Plat Book 149 at Page 473 were conveyed to Brannon Builders, Inc. prior to these Restrictive Covenants being placed upon the Property. (See Deed dated February 14, 2001, and recorded on February 15, 2001 in Deed Book 73-K at Page 160 RMC Office for Spartanburg County, South Carolina). All of the Lots transferred in Deed Book 73-K at Page 160 hereby are made subject to these Restrictive Covenants.

Signed, Sealed and
Delivered in the Presence of:

Parker Champion *Jim W. Brannon Pres.*
Brannon Builders, Inc.
Meia D. King

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Willowbrook Ridge, LLC, by Parker Champion, sign, seal and as its act and deed deliver the within written Declaration of Covenants and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
7th day of April, 2001.

Meia D. King

Parker Champion (SEAL)
Notary Public for South Carolina
My commission expires: Oct 23, 2010

DEED 73-R PG 273

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Willowbrook Ridge, LLC, by Larry J. Hagerman, sign, seal and as its act and deed deliver the within written Declaration of Covenants and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
2nd day of April, 2001.

Maia King

David W. Buser (SEAL)
 Notary Public for South Carolina
 My commission expires: 6-30-10

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Brannon Builders, Inc. by JIM W. BRANNON, sign, seal and as its act and deed deliver the inclusion of certain lots to be a part of these Restrictive Covenants and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
3rd day of April, 2001.

James W. Brannon

Maia King (SEAL)
 Notary Public for South Carolina
 My commission expires: 3-7-11

DEED 76-Q PAGE 899

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

RECORDED

02 OCT 10 AM 10:05

RMC
SPARTANBURG, S.C.ADDENDUM AND CORRECTION TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
WILLOWBROOK RIDGE SUBDIVISION
RECORDED IN DEED 73-R AT PAGE 251

WITNESSETH:

WHEREAS, by Declaration of Covenants, Conditions and Restrictions dated April 7, 2001 and recorded in Deed Book 73-R at Page 251, in the RMC Office for Spartanburg County, South Carolina, WBR, LLC ("Declarant") imposed said Covenants, Conditions and Restrictions on Willowbrook Ridge Subdivision, Phase I; a scrivener's error was made on the signature page of the said Declaration of Covenants, Conditions and Restrictions in that, Willowbrook Ridge, LLC was erroneously typed as the entity imposing said Covenants, Conditions and Restrictions, and was erroneously typed as the "Declarant"; and

WHEREAS, Willowbrook Ridge, LLC does not exist as an entity and WBR, LLC is the proper entity to impose the said Covenants, Conditions and Restrictions recorded in Deed Book 73-R at Page 251 and is the proper entity to be the Declarant; and

WHEREAS, in order to correct the scrivener's error, this Addendum and Correction of Declaration of Covenants, Conditions and Restrictions is being prepared and executed;

NOW THEREFORE in consideration of the premises and under the authority granted to WBR, LLC, the undersigned does hereby correct the signature page of the Declaration of Covenants, Conditions and Restrictions dated April 7, 2001 and recorded in Deed Book 73-R at Page 251 to reflect WBR, LLC as the authorizing entity to execute said document, and does hereby correct Article I to define WBR, LLC as the "Declarant."

IN WITNESS WHEREOF, WBR, LLC, a South Carolina Limited Liability Company, has caused this Addendum and Correction to Declaration of Covenants, Conditions and Restrictions to be executed by its Members as of the 7th day of April, 2001, *nunc pro tunc*.

IN THE PRESENCE OF:

Patricia Deverding

Alan W. Boman

Patricia Deverding

Alan W. Boman

WBR, LLC

By: Parker Champion
Its: Member

By: Larry J. Hagerman
Its: Member

RECORDED
02 OCT 10 AM 10:05
RMC
SPARTANBURG, S.C.

DEED 76-Q PG 900

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named WBR, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, by Parker Champion, Member and Larry J. Hagerman, Member, seal and as its act and deed deliver the within written Addendum and Correction to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
9th day of October, 2002

Patricia Devenberg

Anna W. Borman (SEAL)
Notary Public for South Carolina
My commission expires: 6/30/10

DEED 76-Q PG 901

STATE OF SOUTH CAROLINA) AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
COUNTY OF SPARTANBURG) WILLOWBROOK RIDGE SUBDIVISION

RECORDED
02 OCT 10 AM 10:06
R.M.C.
SPARTANBURG, S.C.

WITNESSETH:

WHEREAS, WBR, LLC, a South Carolina Limited Liability Company ("WBR"), initially was the developer of a residential planned unit development known as "Willowbrook Ridge Subdivision", which was to be located in Spartanburg County, South Carolina and to be developed in certain phases; and

WHEREAS, WBR initially purchased a tract of land containing approximately 8.42 acres, to be used for the development of Willowbrook Ridge Subdivision. The right to add other parcels to become a part of Willowbrook Ridge Subdivision for possible future expansion was reserved. See Deed Book 73-R at Page 251, RMC Office for Spartanburg County South Carolina for a description of that property; and

WHEREAS, as a part of the development plan, WBR deemed that it was necessary and desirable to place Covenants, Conditions and Restrictions on Willowbrook Ridge Subdivision to ensure its orderly development and to benefit WBR and future owners; and

WHEREAS, in order to carry out its intentions, WBR executed a Declaration of Covenants, Conditions and Restrictions ("Restrictions") for Willowbrook Ridge Subdivision which was recorded on April 3, 2001, in Deed Book 73-R at Page 251, RMC Office for Spartanburg County, South Carolina; and

WHEREAS, pursuant to the Restrictions, WBR designated itself as the "Declarant" and restricted certain specific property as set forth in the Restrictions. WBR had the right to add additional real property to Willowbrook Ridge Subdivision (according to its plan for future expansion) and to annex such additional property into the Restrictions by an amendment executed solely by itself, without requiring the approval of concurrence of third parties which would include any owner or owners whatsoever. See paragraphs 1.11, 2.02, 2.03, 2.04, and 2.05 of the Restrictions; and

WHEREAS WBR elected to annex additional property to Willowbrook Ridge Subdivision, consisting of 13.4 acres, more or less, in July, 2002. See Plat Book 153 at Page 011, RMC Office for Spartanburg County, South Carolina for a description on that property; and

WHEREAS, WBR wishes to comply with paragraphs 1.11, 2.03, et. seq. of the Restrictions and to amend the Restrictions to include the property described in Exhibit A and as shown on the plat.

WHEREAS, WBR has elected to annex additional property to Willowbrook Ridge Subdivision consisting of 13.4 acres, more or less, which is more fully described in Exhibit A attached and as shown on a Final Plat of **Willowbrook Ridge Subdivision, Phase II**, by Gramling Brothers, Surveying, Inc., dated July 2, 2002 ("Plat") and recorded in Plat Book 153 at Page 011 in the said RMC Office.

NOW THEREFORE, in consideration of the premises and under the authority granted to

111RMC 1130101002#064 \$10.00 +

DEED 76-Q PG 902

WBR pursuant to the Restrictions, WBR, LLC, a South Carolina Limited Liability Company does hereby declare as follows:

1. That the Declaration of Covenants, Condition and Restrictions for Willowbrook Ridge Subdivision previously recorded in Deed Book 73-R at Page 251, RMC Office for Spartanburg County, South Carolina, is hereby amended to have the original Declaration of Covenants, Conditions and Restrictions for Willowbrook Ridge Subdivision apply to and encumber all property as described in Exhibit A and as shown on Plat Book 153 at Page 011

IN WITNESS WHEREOF, WBR, LLC, a South Carolina Limited Liability Company has caused this Amendment to Declaration of Covenants, Conditions and Restrictions to be executed by its Designated Director as of the 9th day of October, 2002.

IN THE PRESENCE OF:

Patricia Devenberg

Anna W. Boman

Patricia Devenberg

Anna W. Boman

WBR, LLC

By: Parker Champion
Its: Member

By: Larry J. Hagerman
Its: Member

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named WBR, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, by Parker Champion, Member and Larry J. Hagerman, Member, seal and as its act and deed deliver the within written Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
9th day of October, 2002

Anna W. Boman (SEAL)

Notary Public for South Carolina
My commission expires: 6/30/10

Patricia Devenberg

DEED 76-Q PG 903

EXHIBIT A.

All that certain piece, parcel or tract of land, with all improvements thereon, lying and being in the County of Spartanburg, State of South Carolina, being shown and designated as 13.4 acres, more or less on a plat entitled "**Final Plat Showing Willowbrook Ridge Subdivision, Phase II**", by Gramling Brothers Surveying, Inc., dated July 2, 2002 and recorded September 12, 2002 in **Plat Book 153 at Page 011**, Office of the Register of Deeds for Spartanburg County, South Carolina. For a more complete and accurate description, reference is hereby made to the aforementioned plat.

This being a portion of the property conveyed to WBR, LLC by deed of Margie F. Pursor, dated January 18, 2000 and recorded in Deed Book 71-H at Page 773, in the Office of the Register of Deeds for Spartanburg County, South Carolina. Reference is also hereby made to a corrective deed dated February 20, 2001 and recorded in Deed Book 73-L at Page 556, Office of the Register of Deeds for Spartanburg County, South Carolina.


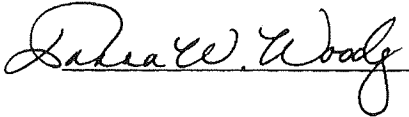
STATE OF SOUTH CAROLINA) AMENDMENT TO DECLARATION
) OF COVENANTS, CONDITIONS, AND
 COUNTY OF SPARTANBURG) RESTRICTIONS OF WILLOWBROOK
 RIDGE SUBDIVISION

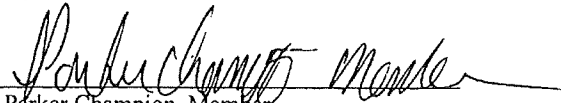
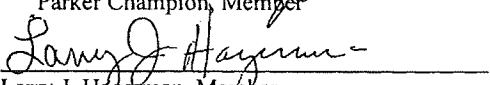
WHEREAS, the undersigned is the developer of Willowbrook Ridge Subdivision;
 WHEREAS, due to the topography of the land, it is necessary to adjust the setback
 lines for Lots 45-49 and Lots 54-62, inclusive, from thirty feet (30') to fifteen feet (15').

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this
30th day of March, 2004.

WITNESSES:

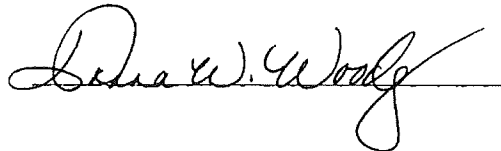
WBR, LLC

By 
 Parker Champion, Member

 Larry J. Hagerman, Member

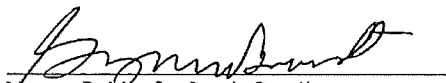
STATE OF SOUTH CAROLINA)
) PROBATE
 COUNTY OF SPARTANBURG)

PERSONALLY appeared before me the witness above named and made oath that
 he/she saw the within duly authorized agent of WBR, LLC, sign, seal and as its act and deed, deliver
 the within written Amendment and that he/she with the other witness above named witnessed the
 execution thereof.



SWORN to and subscribed before me

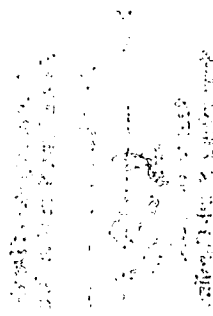
this 30th day of March, 2004.


 Notary Public for South Carolina

My Commission Expires: 12-1-2017

DEE-2004-20182
 Recorded 1 Pages on 4/23/2004 10:32:31 AM
 Recording Fee: \$10.00 Documentary Stamps: \$0.00
 Office of Register of Deeds, Spartanburg, S.C.
 Stephen Ford, Register





STATE OF SOUTH CAROLINA)

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
WILLOWBROOK RIDGE SUBDIVISION

DEE-2004-26511

Recorded 4 Pages on 5/24/2004 3:59:10 PM

Recording Fee: \$10.00 Documentary Stamps: \$0.00

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

Stephen Ford, Register



WITNESSETH:

WHEREAS, WBR, LLC, a South Carolina Limited Liability Company ("WBR"), initially was the developer of a residential planned unit development known as "Willowbrook Ridge Subdivision", which was to be located in Spartanburg County, South Carolina and to be developed in certain phases; and

WHEREAS, WBR initially purchased a tract of land containing approximately 8.42 acres, to be used for the development of Willowbrook Ridge Subdivision. The right to add other parcels to become a part of Willowbrook Ridge Subdivision for possible future expansion was reserved. See Deed Book 73-R at Page 251, ROD Office for Spartanburg County South Carolina for a description of that property; and

WHEREAS, as a part of the development plan, WBR deemed that it was necessary and desirable to place Covenants, Conditions and Restrictions on Willowbrook Ridge Subdivision to ensure its orderly development and to benefit WBR and future owners; and

WHEREAS, in order to carry out its intentions, WBR executed a Declaration of Covenants, Conditions and Restrictions ("Restrictions") for Willowbrook Ridge Subdivision which was recorded on April 3, 2001, in Deed Book 73-R at Page 251, ROD Office for Spartanburg County, South Carolina; and

WHEREAS, pursuant to the Restrictions, WBR designated itself as the "Declarant" and restricted certain specific property as set forth in the Restrictions. WBR had the right to add additional real property to Willowbrook Ridge Subdivision (according to its plan for future expansion) and to annex such additional property into the Restrictions by an amendment executed solely by itself, without requiring the approval of concurrence of third parties which would include any owner or owners whatsoever. See paragraphs 1.11, 2.02, 2.03, 2.04, and 2.05 of the Restrictions; and

WHEREAS WBR elected to annex additional property to Willowbrook Ridge Subdivision, consisting of 10.7 acres, more or less, in March, 2004. See Plat Book 155 at Page 781, ROD Office for Spartanburg County, South Carolina for a description on that property; and

WHEREAS, WBR wishes to comply with paragraphs 1.11, 2.03, et. seq. of the Restrictions and to amend the Restrictions to include the property described in Exhibit A and as shown on the plat.

WHEREAS, WBR has elected to annex additional property to Willowbrook Ridge Subdivision consisting of 10.7 acres, more or less, which is more fully described in Exhibit A attached and as shown on a Final Plat of **Willowbrook Ridge Subdivision, Phase III**, by Gramling Brothers, Surveying, Inc., dated February 9, 2004 ("Plat") and recorded March 26, 2004 in Plat Book 155 at Page 781 in the said ROD Office.

WHEREAS, WBR, LLC, conveyed certain lots in **Willowbrook Ridge Subdivision, Phase III**, to Hagerman Builders, Inc. and Parker Champion Construction, Inc., and these companies desire that these lots to be encumbered by the Declarations of Covenants, Conditions and Restrictions recorded in

Deed Book 73-R at page 251, ROD for Spartanburg County, South Carolina;

NOW THEREFORE, in consideration of the premises and under the authority granted to WBR pursuant to the Restrictions, WBR, LLC, a South Carolina Limited Liability Company, Hagerman Buildings, Inc., and Parker Champion Construction, Inc., do hereby declare as follows:

1. That the Declaration of Covenants, Condition and Restrictions for Willowbrook Ridge Subdivision previously recorded in Deed Book 73-R at Page 251, RMC Office for Spartanburg County, South Carolina, is hereby amended to have the original Declaration of Covenants, Conditions and Restrictions for Willowbrook Ridge Subdivision apply to and encumber all property as described in Exhibit A and as shown on Plat Book 155 at Page 781.

2. Due to the topography of the land for Phase III Willowbrook Ridge Subdivision, the Building set back lines for all lots in Phase III Willowbrook Ridge Subdivision are hereby reduced from twenty-five feet(25') to fifteen feet(15').

IN WITNESS WHEREOF, WBR, LLC, a South Carolina Limited Liability Company, Parker Champion Construction, Inc., and Hagerman Builders, Inc. have caused this Amendment to Declaration of Covenants, Conditions and Restrictions to be executed by its Designated Director as of the 20 day of May, 2004.

IN THE PRESENCE OF:

[Signature]
[Signature]

WBR, LLC

[Signature]
 By: Parker Champion
 Its: Member

[Signature]
[Signature]

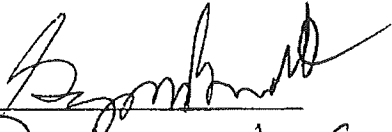
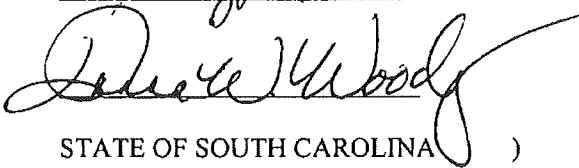
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 By: Larry J. Hagerman
 Its: Member

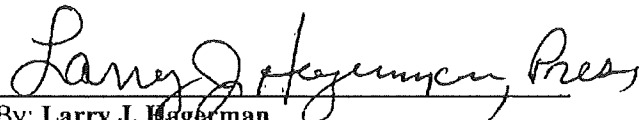
[Signature]
[Signature]

PARKER CHAMPION CONSTRUCTION, INC.

[Signature]
 By: Parker Champion
 Its: President

HAGERMAN BUILDERS, INC.



By: Larry J. Hagerman
Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named WBR, LLC, a South Carolina Limited Liability Company, by Parker Champion, Member and Larry J. Hagerman, Member; Parker Champion Construction, Inc. by Parker Champion, President; and Hagerman Builders, Inc. by Larry J. Hagerman, President seal and as their act and deed deliver the within written Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
20 day of May, 2004


(SEAL)
Notary Public for South Carolina
My commission expires: 12-1-2017

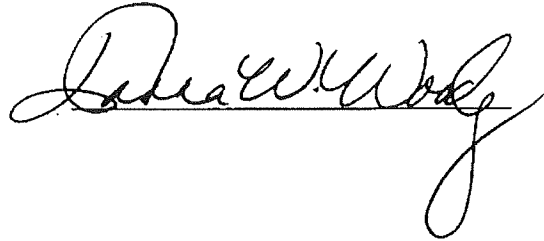


EXHIBIT A.

All that certain piece, parcel or tract of land, with all improvements thereon, lying and being in the County of Spartanburg, State of South Carolina, being shown and designated as **10.7** acres, more or less on a plat entitled "**Final Plat Showing Willowbrook Ridge Subdivision, Phase III**", by Gramling Brothers Surveying, Inc., dated February 9, 2004 and recorded March 26, 2004 in **Plat Book 155 at Page 781**, Office of the Register of Deeds for Spartanburg County, South Carolina. For a more complete and accurate description, reference is hereby made to the aforementioned plat.

This being a portion of the property conveyed to WBR, LLC by deed of Margie F. Pursor, dated January 18, 2000 and recorded in Deed Book 71-H at Page 773, in the Office of the Register of Deeds for Spartanburg County, South Carolina. Reference is also hereby made to a corrective deed dated February 20, 2001 and recorded in Deed Book 73-L at Page 556, Office of the Register of Deeds for Spartanburg County, South Carolina.

DEED 74 D PG 888

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG) WAIVER

WHEREAS, WBR, LLC, developed Willowbrook Ridge Subdivision as shown on a plat prepared by Gramling Brothers Surveying, Inc., dated October 25, 2000, and recorded in Plat Book 149 at page 473, Register of Deeds for Spartanburg County, South Carolina;

WHEREAS, the set back line for Lot 18 as shown on the aforesaid plat, is twenty-five feet (25');

WHEREAS, it is the desire of WBR, LLC, to waive the aforesaid a set back line and to allow it to be set at fifteen feet (15') which is allowed under Paragraphs _____ of the restrictions for Willowbrook Ridge Subdivision, as shown in Deed Book 73-R at page 251, Register of Deeds for Spartanburg County, South Carolina;

NOW, THEREFORE, for full and adequate consideration, the sufficiency of which is hereby acknowledge, the undersigned hereby changes the set back line on Lot 18, Willowbrook Ridge Subdivision, from twenty-five feet (25') to fifteen feet (15').

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this

11th day of July, 2001.

WBR, LLC

By Larry J. Hageman
Larry J. Hageman, Member

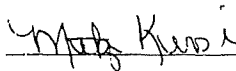
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DEED 74 D PG 889

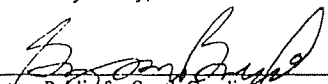
STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the witness above named and made oath that he/she saw the within named WBR, LLC, sign, seal and as its act and deed, deliver the within written WAIVER and that he/she with the other witness above named witnessed the execution thereof.



SWORN to and subscribed before me
this 11th day of July, 2001.



Notary Public for South Carolina

My Commission Expires: