

WOODFIN RIDGE

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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. 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. The minimum pitch for the roof of each dwelling or other approved structure shall be 8/12, and shall be covered with Architectural style Fiberglass Shingles or Tile.

4. Building Lines. 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. The Developer 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.

5. Building Materials. Exterior finishes to be Brick, Stone, Stucco, or Wood. Any other must be approved by the Developer or its nominee. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any dwelling or other structure. Vinyl may be approved for boxing and trim only.

6. 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.

7. Grade Changes and Landscaping.

A. 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 site work and grading shall be approved by the Developer. 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.

B. The completion of improvements upon a lot shall include the landscaping of the yard, including sodding of the front yard and grassing the remaining of the disturbed area, and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.

C. The front elevation of the dwelling house foundation must be a minimum of eighteen ("18") inches above the finished grade of the front yard.

D. All lots located on Lake Bowen (which includes Lots 17 - 28 & 39 - 46). Landscape plans must be approved in writing by the Developer and the Chief Warden of the Spartanburg Water System. This includes all area from rear corner of dwelling to the waters edge. Home owner is responsible for his surface water and sediment control during house construction and landscaping.

E. All lots with lake frontage must approve the dock location, dock size and length of walkway with the Developer and Spartanburg Water Systems.

8. Driveway Requirements. All driveways shall be constructed of concrete or other material approved by the Developer and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.

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. Sewage. All sewage shall be disposed of in septic tanks approved in writing by the local health officials of the South Carolina Department of Health and Environmental Control. Each owner is responsible for the proper maintenance of the septic system on his or her lot and shall abide by all applicable rules and regulations concerning same. Any lot approved with a septic pump system will be the responsibility of the home owner.

11. 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.

12. 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.

13. Completion of Construction. The exterior of all homes and other structures, site work 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 here from 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. Maintenance of Vacant Lots. 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.

17. 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 Developer; 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 re-platted 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.

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. Nuisances and Offensive Activities. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.

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 Property. 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, mini bikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path. No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pickup trucks not to exceed one (1) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. No bicycles permitted on golf course or golf course paths.

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

23. Portable or Metal Buildings Prohibited. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot.

24. Swing sets and Similar Structures. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corners of the dwelling.

25. 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.

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

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

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

29. Mailboxes. All homeowners are required to have the same style mailbox, which has been designed and developed by the Developer of the subdivision. Mailbox to be paid by the homeowner.

30. Landscape & 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.

31. Developer's Disclaimer. Developer, and its successors and assigns, its agents, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, design, habitability, quality, fitness for any particular purpose or merchantability or any representation concerning same, and no warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made or approved by Developer, or its nominees, and Developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer, whether granted or denied. All future owners shall be responsible for determining the suitability of a lot for construction.

ARTICLE III EASEMENTS

1. Golf Course Easement. The Developer reserves to itself and for the benefit of Woodfin partners, LLC. 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 Newman & Sims Development, Inc. extending back into such lot for a uniform distance of fifty (50') feet. This easement may be reduced if approved by the Developer depending upon lot depth. No construction or structure of any kind, including fences, shall be allowed within the golf course easement without the express prior written approval of the Developer and of Woodfin Partners, LLC. This reserved right and easement shall permit, but shall not obligate, the Developer, or Woodfin Partners, LLC. 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 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. Notwithstanding the foregoing, Newman & Sims Development, Inc. and Woodfin Ridge Partners, LLC. 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 nonprofit corporation called Woodfin Ridge 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, 2000, the annual assessment shall be Two Hundred and no/100 Dollars (\$200.00) per lot. The assessment shall be prorated 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.

3. Liens. The Developer or The Home Owners Association 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, 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. Invalidity of any one of these covenants and restrictions by judgment of 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 Woodfin Ridge Phase 1, and only to such property. They shall in no way affect or restrict any other property formerly or currently or subsequently owned by Newman & Sims Development, Inc. These restrictions apply only to Phase 1, Lots 17 - 28 & 39 - 46. As recorded in Plat Book at Page in R.M.C. Office Spartanburg County.

ARTICLE VII

CLUB MEMBERSHIP

1. Minimum Membership. Each home owner/land owner will be required to be at least a social member of the club. The initial social membership fee will not exceed thirty-five dollars (\$35.00) per month for the first year. This membership will include amenities such as pool, tennis, clubhouse, etc. This is not a golf membership.

2. Multiple Lot Owners/Builders. Multiple lot owners or builders will not be required to activate memberships until house or lot is sold, up to a (1) year period. Approval in writing from the Developer may extend this time period where necessary.

DEED 12- VPG 75 13F PG 915

RE-RECORDED TO ADD EXHIBIT "A"

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RESTRICTIONS FOR
WOODFIN RIDGE
PHASE II

THIS DECLARATION is made this 18th day of October 2000, by Newman & Sims Development, Inc., hereafter called the "Developer."

WITNESSETH

WHEREAS, Newman & Sims Development, Inc., is a Developer and Owner of certain real property described on the attached Plat, hereafter known as, Exhibit "A." Woodfin Ridge desires to create 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 II 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, Developers declare that the real property described in Exhibit A, known as Woodfin Ridge, Phase II, and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restriction") 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 on 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 the 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 contract 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,

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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. 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.

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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.

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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. The minimum pitch for the roof of each dwelling or other approved structure shall be 8/12, and shall be covered with Architectural style Fiberglass Shingles or Tile.

4. Building Lines. 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. The Developer 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.

5. Building Materials. Exterior finishes to be Brick, Stone, Stucco, or Wood. Any other must be approved by the Developer or its nominee. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any dwelling or other structure. Vinyl may be approved for boxing and trim only.

6. 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.

7. Grade Changes and Landscaping.

A. 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 site work and grading shall be approved by the Developer. 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.

B. The completion of improvements upon a lot shall include the landscaping of the yard, including sodding of the front yard and grassing the remaining of the disturbed area, and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling

C. The front elevation of the dwelling house foundation must be a minimum of eighteen ("18") inches above the finished grade of the front yard.

- D. All lots located on reservoir #1 (which includes Lots 117 - 133 & 136 - 143). Landscape plans must be approved in writing by the Developer and the Chief Warden of the Spartanburg Water System. This includes all area from rear corner of dwelling to the waters edge. Homeowner is responsible for his surface water and sediment control during house construction and landscaping.
8. Driveway Requirements. All driveways shall be constructed of concrete or other material approved by the Developer and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.
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. Sewage. All sewage shall be disposed of in septic tanks approved in writing by the local health officials of the South Carolina Department of Health and Environmental Control. Each owner is responsible for the proper maintenance of the septic system on his or her lot and shall abide by all applicable rules and regulations concerning same. Any lot approved with a septic pump system will be the responsibility of the homeowner.
11. 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.
12. 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.
13. Completion of Construction. The exterior of all home and other structures, site work 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 here from 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. Maintenance of Vacant Lots. 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.

17. 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 Developer; 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 re-platted 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.

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. Nuisances and Offensive Activities. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.

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 Property. 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, mini bikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path. No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pickup trucks not to exceed one (1) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. No bicycles permitted on golf course or golf course paths.

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

23. Portable or Metal Buildings Prohibited. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot.

24. Swing sets and Similar Structures. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corners of the dwelling.

25. 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.

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

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

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

29. Mailboxes. All homeowners are required to have the same style mailbox, which has been designed and developed by the Developer of the subdivision. Mailbox to be paid by the homeowner.

30. Landscape & 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.

31. Developer's Disclaimer. Developer, and its successors and assigns, its agents, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, design, habitability, quality, fitness for any particular purpose or merchantability or any representation concerning same, and no warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made or approved by Developer, or its nominees, and Developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer, whether granted or denied. All future owners shall be responsible for determining the suitability of a lot for construction.

ARTICLE III EASEMENTS

1. Golf Course Easement. The Developer reserves to itself and for the benefit of Woodfin partners, LLC, 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 Newman & Sims Development, Inc. extending back into such lot for a uniform distance of fifty (50') feet. This easement may be reduced if approved by the Developer depending upon lot depth. No construction or structure of any kind, including fences, shall be allowed within the golf course easement without the express prior written approval of the Developer and of Woodfin Partners, LLC. This reserved right and easement shall permit, but shall not obligate, the Developer, or Woodfin Partners, LLC, 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 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. Notwithstanding the foregoing, Newman & Sims Development, Inc. and Woodfin Ridge Partners, LLC 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 nonprofit corporation called Woodfin Ridge 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, 2002, the annual assessment shall be Two Hundred and no/100 Dollars (\$200.00) per lot. The assessment shall be prorated 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, 2002, the annual assessment may be increased by vote of the members.

3. Liens. The Developer or The Home Owners Association 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, and assigns, for a term ending December 31, 2026 after which 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 of Court order shall in no wise affect any other provisions which shall remain in full force and effect.

**ARTICLE VII
CLUB MEMBERSHIP**

1. Minimum Membership. Each home owner/land owner will be required to be at least a social member of the club. The initial social membership fee will not exceed thirty-five dollars (\$35.00) per month for the first year. This membership will include amenities such as pool, tennis, clubhouse, etc. This is not a golf membership.
2. Multiple Lot Owners/Builders. Multiple lot owners or builders will not be required to activate memberships until house or lot is sold, up to a (1) year period. Approval in writing from the Developer may extend this time period where necessary.

DEED 12 - V.P. 760

DEED 13 F PG 924

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 herein above mentioned.

In the Presence of:

NEWMAN & SIMS DEVELOPMENT, INC.

Allyce W. Box
Dorothy T. Coker

BY: L. Allen Newman
L. Allen Newman, President
BY: G. Craig Sims
G. Craig Sims, Secretary

STATE OF SOUTH CAROLINA)

) PROBATE

COUNTY OF SPARTANBURG)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within Newman & Sims Developers, 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 19th
day of October, 2000.

Dorothy T. Coker

Allyce W. Box (L.S.)
Notary Public for South Carolina
My Commission Expires: 7-21-2006

DEED13F PG 425

Attachment "A"

All those certain pieces, parcels or lots of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as Woodfin Ridge Subdivision, Section II by James V. Gregory, RLS, dated August 14, 2000 and recorded on October 16, 2000 in Plat Book 148 at page 908 in the RMC Office for Spartanburg County, SC.

This being a portion of the same property conveyed to Newman & Sims Development, Inc. by Deed from Frances White Woodfin, Harvey Zane Woodfin a/k/a Zane Woodfin a/k/a H. Zane Woodfin, James Wilbur Woodfin and James W. Woodfin, Trustee under the James W. Woodfin Living Trust dated November 15, 1996, dated and recorded on April 22, 1999 in Deed Book 69-T at page 954 in the RMC Office for Spartanburg County, SC.

DEED 0856 PG 242

STATE OF SOUTH CAROLINA) WAIVER OF RESTRICTIVE COVENANT
)
COUNTY OF SPARTANBURG)

WHEREAS, Newman & Sims Development, Inc., is the Developer of real property described as Woodfin Ridge Subdivision as reflected in Restrictions for Woodfin Ridge Phase I (Plat Recorded in Plat Book 146, Page 796) recorded September 24, 1999 in Deed Book 70-S, Page 92 in the Register of Deeds Office for Spartanburg County, South Carolina; and

WHEREAS, the Developer placed restrictions as to the combination and subdivision of lots, and

WHEREAS, the above Restrictive covenants contain provisions in which the Developer and the committee appointed by the Developer have authority to waive the above restriction where necessary, and

WHEREAS, the residence located on Lot 18 of Woodfin Ridge Phase I on a survey by James V. Gregory recorded August 25, 1999 in Plat Book 146, page 796 is in need of additional property from the Lot owner of Lot 19 of Woodfin Ridge Phase I for the purposes of construction of a circular driveway, and

WHEREAS, the Lot Owner of Lot 19 has agreed to convey the needed property and the Owners now seek a waiver needed so as not to violate the above restrictive covenants, and

WHEREAS, the Developer and Committee acknowledge the necessity of the drive and view the above conveyance as benefiting both the lot owners and the development of the subdivision, and

WHEREAS, the Developer has agreed to sign on behalf of the Architectural Review Committee this waiver of the restrictive covenant known as Number 17. No Subdivision only to allow the conveyance of a portion of Lot 19 to the owner of Lot 18 for the purpose of installation of a circle driveway;

NOW, THEREFORE, KNOW ALL, MEN BY THESE PRESENTS, that the Developer on behalf of itself and the Architectural Review Committee hereby waive Restrictive Covenant Number 17. No Subdivision only as it applies to Lots 18 and 19 of Woodfin Ridge Phase I as shown on a survey by James V. Gregory recorded August 25, 1999 in Plat Book 146, Page 796 in the Register of Deeds of South Carolina. The waiver specifically allows the conveyance of the below described property:

DEE-2006-13331
Recorded 3 Pages on 3/8/2006 4:09:49 PM
Recording Fee: \$10.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



DEED 856 PG 243

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, designated as 0.023 Acres being a portion of Lot 19 of Woodfin Ridge, Section 1 shown on a plat made by Joe E. Mitchell, Jr. P.L.S., dated May 27, 2005 in Plat Book _____, Page _____ in the Register of Deeds Office for Spartanburg County, South Carolina. For a more complete and accurate description refer to the above referenced plat.

This being a portion of the property conveyed to Ray D. Burrell and Sherry E. Burrell by deed of Prime Construction, Inc. dated August 23, 2002 and recorded in Deed Book 76-Z, Page 694 in the Register of Deeds Office for Spartanburg County, South Carolina.

All other restrictions in the above referenced Restrictive Covenants are to remain in place and be construed as covenants running with the land and binding upon the said parties, their successors and assigns, and upon any purchasers of said property, their successors, heirs and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this
20th day of February, 2006

WITNESS:

Developer/Architectural Review Committee
Representative

Signature Name Pres.

Billy E. Hawkins
witness #1

D. C. Sims V.P.
Newman & Sims, Inc.

Frank R. Sims
Notary

G. Craig Sims

DEED085G PG 244

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 Developer/Architectural Review Committee Representative, sign, seal and as their act and deed deliver the above written Waiver of Restrictive Covenants, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 24 th day
Of February, 2006.

Notary Public

Frank R. S. Billy E. Hawkins
Notary Public of SC witness #1
My Commission Expires: 6/12/08

Notary Public
State of South Carolina
My Commission Expires: 6/12/08

DEED 86 - Y PG 060

1600

STATE OF SOUTH CAROLINA) WAIVER OF RESTRICTIVE COVENANT
)
COUNTY OF SPARTANBURG)

WHEREAS, Newman & Sims Development, Inc., is the Developer of real property described as Woodfin Ridge Subdivision as reflected in Restrictions for Woodfin Ridge Phase I (Plat Recorded in Plat Book 146, Page 796) recorded September 24, 1999 in Deed Book 70-S, Page 92 in the Register of Deeds Office for Spartanburg County, South Carolina; and

WHEREAS, the Developer placed restrictions as to the combination and subdivision of lots, and

WHEREAS, the above Restrictive covenants contain provisions in which the Developer and the committee appointed by the Developer have authority to waive the above restriction where necessary, and

WHEREAS, the residence located on Lot 18 of Woodfin Ridge Phase I on a survey by James V. Gregory recorded August 25, 1999 in Plat Book 146, page 796 is in need of additional property from the Lot owner of Lot 19 of Woodfin Ridge Phase I for the purposes of construction of a circular driveway, and

WHEREAS, the Lot Owner of Lot 19 has agreed to convey the needed property and the Owners now seek a waiver needed so as not to violate the above restrictive covenants, and

WHEREAS, the Developer and Committee acknowledge the necessity of the drive and view the above conveyance as benefiting both the lot owners and the development of the subdivision, and

WHEREAS, the Developer has agreed to sign on behalf of the Architectural Review Committee this waiver of the restrictive covenant known as Number 17. No Subdivision only to allow the conveyance of a portion of Lot 19 to the owner of Lot 18 for the purpose of installation of a circle driveway;

NOW, THEREFORE, KNOW ALL, MEN BY THESE PRESENTS, that the Developer on behalf of itself and the Architectural Review Committee hereby waive Restrictive Covenant Number 17. No Subdivision only as it applies to Lots 18 and 19 of Woodfin Ridge Phase I as shown on a survey by James V. Gregory recorded August 25, 1999 in Plat Book 146, Page 796 in the Register of Deeds of South Carolina. The waiver specifically allows the conveyance of the below described property:

DEE-2006-56043
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Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



DEEC86 YPG061

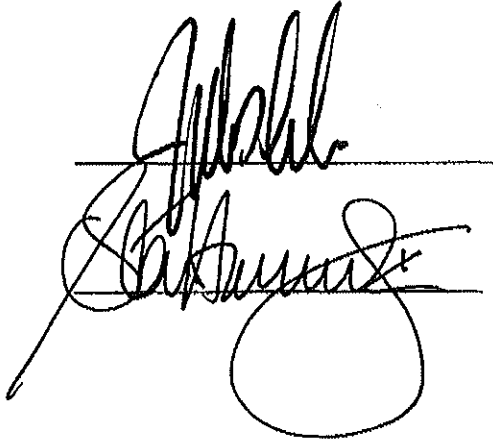
All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, designated as 0.023 Acres being a portion of Lot 19 of Woodfin Ridge, Section 1 shown on a plat made by Joe E. Mitchell, Jr. P.L.S., dated May 27, 2005 in Plat Book _____, Page _____ in the Register of Deeds Office for Spartanburg County, South Carolina. For a more complete and accurate description refer to the above referenced plat.

This being a portion of the property conveyed to Ray D. Burrell and Sherry E. Burrell by deed of Prime Construction, Inc. dated August 23, 2002 and recorded in Deed Book 76-Z, Page 694 in the Register of Deeds Office for Spartanburg County, South Carolina.

All other restrictions in the above referenced Restrictive Covenants are to remain in place and be construed as covenants running with the land and binding upon the said parties, their successors and assigns, and upon any purchasers of said property, their successors, heirs and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of October, 2006.

WITNESS:



Developer/Architectural Review Committee
Representative


Newman & Sims Development, Inc.

DEEC86-- YPG062

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

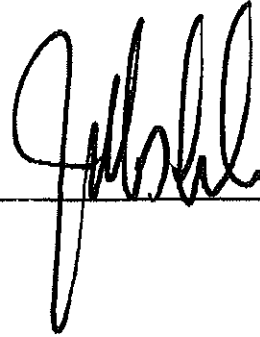
PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Developer/Architectural Review Committee Representative, sign, seal and as their act and deed deliver the above written Waiver of Restrictive Covenants, and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 10th day
Of October, 2006.

Notary Public of SC

My Commission Expires: 2/28/2007



STATE OF SOUTH CAROLINA)
) RELEASE AND WAIVER OF RESTRICTIONS
 COUNTY OF SPARTANBURG)

WHEREAS, there are recorded certain RESTRICTIVE COVENANTS pertaining to Woodfin Ridge, Section 4 as recorded in Plat Book 158 at page 790 in the RMC Office for Spartanburg County, S.C. Said RESTRICTIVE COVENANTS are recorded in Deed Book 84-G at page 987 in the RMC Office for Spartanburg County, S.C.

WHEREAS, in accordance with the provision of the above said RESTRICTIVE COVENANTS, the developer reserved the right and privilege to give a waiver to any setback line as stated in the of said restrictions.

NOW, THEREFORE, BY ITS SIGNATURES TO THIS DOCUMENT, the developer does hereby consent and declare that the building setback line for Lot No. 285 of Woodfin Ridge Subdivision, Section 4 be waived so that the Encroachment of the garage across the building setback line be permitted. Said plat prepared for William E. Campbell and Paulette C. Campbell, prepared by S. W. Donald Land Surveyors, dated April 23, 2007.

NOW, THEREFORE, BY MY SIGNATURE TO THIS DOCUMENT, the Developer does hereby consent and declare that the RESTRICTIVE COVENANTS pertaining to the setback line for Lot No. 285, is hereby waived and released from the Restrictive Covenants as recorded in Deed Book 84-G, Page 987 in the RMC Office for Spartanburg County, S.C.

Newman & Sims Development, Inc.

Travis Price
Travis M. Price

by:

Travis Price
 Developer

STATE OF SOUTH CAROLINA
 COUNTY OF SPARTANBURG

ACKNOWLEDGMENT

I, *Travis M. Price*, a Notary Public for the State of South Carolina, do hereby certify that Newman & Sims Development, Inc. by: *L. Allen Newman, NYS* personally appeared before me and acknowledged the due execution of the foregoing deed this 30 day of April, 2007.

SWORN to before me this 30 day of April, 2007.

Travis M. Price
 NOTARY PUBLIC FOR SOUTH CAROLINA
 My Commission Expires: 7/18/15

(SEAL)

DEE-2007-23639
 Recorded 1 Pages on 5/4/2007 4:07:14 PM
 Recording Fee: \$10.00 Documentary Stamps: \$0.00
 Office of Register of Deeds, Spartanburg, S.C.
 Stephen Ford, Register



STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

RESTRICTIONS FOR
WOODFIN RIDGE
SECTION/PHASE IV

THIS DECLARATION is made this 11th day of October 2005, by Newman & Sims Development, Inc. hereafter called the "Developer".

WITNESSETH

WHEREAS, Newman & Sims Development, Inc., is a Developer and Owner of certain real property described on the attached Plat, hereafter known as, Exhibit "A". Woodfin Ridge desires to create 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 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, Developers declare that the real property described in Exhibit A, known as Woodfin Ridge, Phase 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 Restriction") 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, sighting 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. 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 to 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 publication 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 eighteen hundred (1,800) square feet in the case of a one story or twelve hundred (1,200) square feet on the ground level in the case of a two story. No modular or mobile home type housing allowed. The minimum pitch for the roof of each dwelling or other approved structure shall be 8/12, and shall be covered with Architectural style Fiberglass Shingles or Tile.

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6. Fencing. Fencing shall not be erected until the Architectural Review Committee has approved the design, height, materials, and location in writing. 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 estoppels 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.
7. Grade Changes and Landscaping.
 - a. The established grade of a lot is not be changed by any individual so as to adversely affect an adjacent property owner or owners. All major site work and grading shall be approved by the Developer. 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.
 - b. The completion of improvements upon a lot shall include the landscaping and sod throughout the entire yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling with all shrubs and yard being irrigated.
8. Driveway Requirements. All driveways shall be constructed of concrete; pavers or other material approved by the Architectural Review Committee and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged.

If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.

9. Garages. Carriage type doors shall enclose all garages, and may directly face any street on which the lot abuts. Any other type door must be approved before installing.
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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 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 Review Committee. Excepted here from shall be damaged trees as determined by the Architectural Review Committee or the Association or trees which must be removed because of an emergency, or to prevent a potentially dangerous situation.
16. Maintenance of Vacant Lots. 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.
17. 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 Developer, 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 re-plat 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 re-platted 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.

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. Nuisances and Offensive Activities. No nuisance or other noxious, offensive, unsightly or unsanitary, activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.
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 or Architectural Review Committee.
21. Recreational Property. Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind closed garage doors. No motorcycles, motorbikes, mini-bikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path. No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pickup trucks not to exceed one (1) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. No bicycles permitted on golf course or golf course paths.
22. Fuel Tanks. All fuel oil tanks or containers shall be buried underground, consistent with normal safety precautions.
23. Portable or Metal Buildings Prohibited. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot. No outbuilding of any type.
24. Swing Sets and Similar Structures. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corners of the dwelling.
25. 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 on leashes, within an underground fence or fence approved by the Architectural Review Committee.

26. Parking. All owners and residents must make provisions for off-street parking of individual vehicles. No vehicles allowed to be parked on the street.
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. Mailbox to be paid for by the homeowner.
29. Landscape & 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.
30. Developer's Disclaimer. Developer, and its successors and assigns, its agents, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, design, habitability, quality, fitness for any particular purpose or merchantability or any representation concerning same, and no warranties of any kind shall arise as result of any plans, specifications, standards or approvals made or approved by Developer, or its nominees, and Developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer, whether granted or denied. All future owners shall be responsible for determining the suitability of a lot for construction.

ARTICLE III EASEMENTS

1. Golf Course Easement. The Developer reserves to itself and for the benefit of Woodfin Partners, LLC, 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 Newman & Sims Development, Inc. extending back into such lot for a uniform distance of twenty (20') feet. This easement may be reduced if approved by the Developer depending upon lot depth. No construction or structure of any kind, including fences, shall be allowed within the golf course easement without the express prior written approval of the Developer and of Woodfin Partners, LLC. This reserved right and easement shall permit, but shall not obligate, the Developer, or Woodfin Partners, LLC 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 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. Notwithstanding the foregoing Newman & Sims Development, Inc. and Woodfin Ridge Partners, LLC 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 nonprofit corporation called Woodfin Ridge 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 Assessments. Beginning January 1, 2006, the annual assessment shall be Two Hundred Twenty-five and no/100 Dollars (\$225) per lot. The assessment shall be prorated 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, 2006, the annual assessment may be increased by vote of the members.
3. Liens. The Developer or The Home Owners Association shall retain a lien against any lot for the amount of any unpaid assessments. This lien may be filed in the RMC Office for Spartanburg County at any time as such assessment is more than thirty (30) days past due. Such lien may 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 the 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, 2030 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 of Court order shall in no ways affect any other provisions which shall remain in full force and effect.

ARTICLE VII CLUB MEMBERSHIP

1. Minimum Membership. Each home owner/land owner will be required to be at least a social member of the club. The initial social membership fee will not exceed forty dollars (\$40) per month for the first year. This membership will include amenities such as pool, tennis, clubhouse, etc. This is not a golf membership.
2. Multiple Lot Owners/Builders. Multiple lot owners or builders will not be required to activate memberships until house or lot is sold, up to a one (1) year period. Approval in writing from the Developer may extend this time period where necessary.

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 herein above mentioned.

In the Presence of:

Laurie M. Prier

NEWMAN & SIMS DEVELOPMENT, INC.

BY: [Signature]

Lorance M. Messer

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF SPARTANBURG)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within Newman & Sims Development, 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 31st
Day of Oct, 2005.

Laurie M. Prier

Lorance M. Messer

Notary Public for South Carolina
My Commission Expires: 2/24/07

**RESTRICTIONS FOR
WOODFIN RIDGE
SECTION/PHASE IV A**



THIS DECLARATION is made this 21st day of August 2008, by Newman & Sims Development, Inc. hereafter called the "Developer".

WITNESSETH

WHEREAS, Newman & Sims Development, Inc., is a Developer and Owner of certain real property described on the attached Plat, hereafter known as, Exhibit "A". Woodfin Ridge desires to create 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 IV^A 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, Developers declare that the real property described in Exhibit A, known as Woodfin Ridge, Phase IV^A, 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 Restriction") 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.
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of the lot, tree and vegetation removal, sighting 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.

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of any such combined lots may be subdivided or sold without written approval of the Developer, 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 re-plat 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 re-platted 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.

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. Nuisances and Offensive Activities. No nuisance or other noxious, offensive, unsightly or unsanitary, activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.
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 or Architectural Review Committee.
21. Recreational Property. Any camper, boat, trailer or vehicle, or any items not in daily use must be stored behind closed garage doors. No motorcycles, motorbikes, mini-bikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path. No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pickup trucks not to exceed one (1) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. No bicycles permitted on golf course or golf course paths.
22. Fuel Tanks. All fuel oil tanks or containers shall be buried underground, consistent with normal safety precautions.
23. Portable or Metal Buildings Prohibited. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot. No outbuilding of any type.
24. Swing Sets and Similar Structures. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corners of the dwelling.
25. 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 on leashes, within an underground fence or fence approved by the Architectural Review Committee.

26. Parking. All owners and residents must make provisions for off-street parking of individual vehicles. No vehicles allowed to be parked on the street.
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. Mailbox to be paid for by the homeowner.
29. Landscape & 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.
30. Developer's Disclaimer. Developer, and its successors and assigns, its agents, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, design, habitability, quality, fitness for any particular purpose or merchantability or any representation concerning same, and no warranties of any kind shall arise as result of any plans, specifications, standards or approvals made or approved by Developer, or its nominees, and Developer shall not be liable to any owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any owner or such other person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Developer, whether granted or denied. All future owners shall be responsible for determining the suitability of a lot for construction.

ARTICLE III EASEMENTS

1. Golf Course Easement. The Developer reserves to itself and for the benefit of Woodfin Partners, LLC, 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 Newman & Sims Development, Inc. extending back into such lot for a uniform distance of twenty (20') feet. This easement may be reduced if approved by the Developer depending upon lot depth. No construction or structure of any kind, including fences, shall be allowed within the golf course easement without the express prior written approval of the Developer and of Woodfin Partners, LLC. This reserved right and easement shall permit, but shall not obligate, the Developer, or Woodfin Partners, LLC 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 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. Notwithstanding the foregoing Newman & Sims Development, Inc. and Woodfin Ridge Partners, LLC 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 nonprofit corporation called Woodfin Ridge 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 Assessments. Beginning January 1, 2006, the annual assessment shall be Two Hundred Twenty-five and no/100 Dollars (\$225) per lot. The assessment shall be prorated 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, 2006, the annual assessment may be increased by vote of the members.
3. Liens. The Developer or The Home Owners Association shall retain a lien against any lot for the amount of any unpaid assessments. This lien may be filed in the RMC Office for Spartanburg County at any time as such assessment is more than thirty (30) days past due. Such lien may 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**

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1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the 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, 2030 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 of Court order shall in no ways affect any other provisions which shall remain in full force and effect.

**ARTICLE VII
CLUB MEMBERSHIP**

1. Minimum Membership. Each home owner/land owner will be required to be at least a social member of the club. The initial social membership fee will not exceed forty nine dollars(\$49)per month for the first year. This membership will include amenities such as pool, tennis, clubhouse, etc. This is not a golf membership.
2. Multiple Lot Owners/Builders. Multiple lot owners or builders will not be required to activate memberships until house or lot is sold, up to a one (1) year period. Approval in writing from the Developer may extend this time period where necessary.

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 herein above mentioned.

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In the Presence of:
Laurie B. Horton
Sarah N Dunagin
Andrea Lynn Lutz

NEWMAN & SIMS DEVELOPMENT, INC.

BY: [Signature]
Pres

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF SPARTANBURG)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within Newman & Sims Development, 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 22
Day of August, 2008.

Andrea Lynn Lutz
Notary Public for South Carolina
My Commission Expires: Aug 12 2018

[Signature]
Laurie B. Horton