

THIS DECLARATION is made this 17th day of November 2003, 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 Plat recorded in Plat Book 153 Page 118, hereafter known as, Phase III (lots 162-225.) 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 III and shown on Plat, 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 on Plat, known as Woodfin Ridge, Phase III, 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,

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Recording Fee: \$17.00 Documentary Stamps: \$0.00  
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Stephen Ford, Register



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 created 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.

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D. All lots located on reservoir #1 (which includes Lots 195 through 199) Landscape plans must be approved in writing by the Developer and 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.

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

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

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 conduct. Notwithstanding the foregoing, Newman & Sims Development, Inc. and Woodfin 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.

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ARTICLE IV

Home Owners Association

1. Creation of the Homeowners 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, 2004, the annual assessment shall be Three Hundred and no/100 Dollars (\$300.00) 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. Lots owned by the Developer shall be exempt from the annual assessment until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

2. Liens. The Developer or The Homeowners 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

Responsibilities of the Developer and/or the Association

1. Limitation of Liability. THE DEVELOPER AND/OR ASSOCIATION, ITS DIRECTORS, OFFICERS AND MEMBERS SHALL NOT BE LIABLE TO OWNERS, THEIR LESSEES AND GUESTS OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGE OR INJURY WHICH RESULTS FROM ANY RULE OR REGULATION PROMULGATED PURSUANT TO THIS DECLARATION IN GOOD FAITH AND WITH REASONABLE CARE.

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2. Ownership - of Common Properties. The Association shall be obligated to own, operate and maintain common properties, including all roads within Woodfin Ridge, Phase III, the equipment, furnishings, improvements and any other property reasonable and necessary to carry out its functions pursuant to this Declaration or otherwise approved herein to be owned, operated or maintained by the Association.

3. Acceptance of Property Donated by Company. The Association shall be obligated to accept and assume responsibility for owning and maintaining any and all property and facilities conveyed to it by the Developer.

4. Property Maintenance. Subject to limitation, the Association shall provide for the care, operation, management, maintenance, repair and replacement of all common properties and improvements thereon, including, but not limited to, parking areas, roads and lighting

5. Vehicle, Traffic and Parking Control. The Developer and/or the Association may promulgate rules and regulations to protect the use and enjoyment of the roads owned by the Association, including, but not limited to, restrictions on the types, sizes and weights of vehicles permitted to use roads, the maximum and minimum speeds of vehicles using said roads, regulations governing traffic and parking, and the maximum noise levels of vehicles using said roads. Such rules and regulations shall be consistent with the terms of the Declaration, but may be more restrictive than the laws of any state or local government having jurisdiction of the property. The Developer and/or the Association may prohibit the entry into the property of excessively noisy vehicles and restrict two-wheel or three-wheel vehicles having motors of engines with greater than one (1) brake horsepower or the equivalent thereof

6. Central Identification. The Developer and/or the Association may make available to Owners, tenants and guests an identification card, vehicle decal, temporary identification cards, vehicle passes or decals. The Developer and/or the Association may in its sole discretion charge a reasonable fee for any such card, pass or decal

7. Assessment. The Developer and/or the Association shall collect assessments, fees, and other charges as necessary from the Owners to carry out responsibilities hereunder, such assessments may be in addition to the customary annual assessments set by the Developer and/or the Association.

8. Right to Dispose of Common Property and Personalty. The Developer and/or the Association shall have authority to sell, lease, control, transfer, encumber, abandon or dispose of its common properties.

9. Governmental Successor. Although the Developer and/or the Association shall never relinquish its ultimate authority to perform the responsibilities herein mentioned, the Developer and/or the Association may transfer or convey all or any part of its common properties, including the roads, to any public agency, authority, public service district, or private concern for such purposes and subject to such conditions as may be agreed to by the Association.

10. Indemnification of Develop. The Association shall identify and hold harmless the Developer, its successors and assigns, and its agents, officers, partners, employees and managers from all liability, loss, cost, damage and expense, including attorney's fees, arising or growing out of any and all operations and activities of the Association.

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## ARTICLE VII GENERAL PROVISIONS

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

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

3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding law or in equity against any person or persons violating or attempting to violate covenant 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 anyone 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 on Plat known as Woodfin Ridge Phase III, 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 II, Lots 162 through 225 as recorded in Plat Book 155 at Page 118 in R. M. C. Office Spartanburg County.

## ARTICLE VIII 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 (\$40.00) 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.

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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.

Teresa M. Messer  
Lamin M. Price

BY: L. Allen Newman  
L. Allen Newman, President

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

PROBATE

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 17th  
day of November, 2002.

Teresa M. Messer

Lamin M. Price  
Notary Public for South Carolina  
My Commission Expires: 12/4/05

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# THE RESERVE

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# WOODFIN RIDGE

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Dorothy Earle, Register



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## AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR THE RESERVE AT WOODFIN RIDGE

MARCH 16, 2010

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (S.C. CODE ANN. § 15-48-10 ET SEQ., AS AMENDED)**

*NOTICE TO CLOSING ATTORNEYS: THIS DECLARATION IMPOSES ASSESSMENTS CONSTITUTING A LIEN ON EACH LOT IN THE SUBDIVISION. PLEASE CONTACT THE ASSOCIATION TO DETERMINE THE STATUS OF A PARTICULAR LOT WITH REGARD TO PAYMENT OF ASSESSMENTS. THE ASSOCIATION'S CONTACT INFORMATION MAY BE FOUND ON THE SECRETARY OF STATE'S WEBSITE.*

STATE OF SOUTH CAROLINA        ) AMENDED AND RESTATED DECLARATION  
  ) OF RESTRICTIONS FOR THE RESERVE AT  
COUNTY OF SPARTANBURG        ) WOODFIN RIDGE A/K/A WOODFIN RIDGE  
  ) PHASE III (THE "COMMUNITY")

RECITALS

WHEREAS, the Developer (as defined herein) did previously file with the Register of Deeds for Spartanburg County a DECLARATION OF RESTRICTIONS FOR THE RESERVE AT WOODFIN RIDGE PHASE III dated November 17, 2003 and recorded in the Office of the Register of Deeds for Spartanburg County, South Carolina in Record Book 79C at Page 598 (the "Original Declaration"); and

WHEREAS, the Reserve at Woodfin Ridge Homeowner's Association, Inc. the "Association" has been formed for the purpose of discharging the duties and obligations set forth in the original Declaration;

WHEREAS, the Original Declaration provides that the Lot Owners representing two-thirds (2/3%) percent of the total Lots in the Community may amend the Original Declaration by executing an instrument amending the Original Declaration;

WHEREAS, two-thirds (2/3%) of the Lot Owners have joined in the execution of this instrument;

WHEREAS, the Association is desirous of maintaining control of design criteria, Structure location, Plans and construction specifications, and other controls to assure the integrity of the Community. Each purchaser of a Lot or Dwelling in the Community will be required to maintain, modify, change, and construct the Dwelling and any Structure in accordance with the design criteria contained herein and established by the Developer or Architectural Control Committee as hereinafter provided.

WHEREAS, the Lot Owners and the Association desire to provide for the preservation of the value and amenities in such Community and for the maintenance of such common lands and facilities, if any.

WHEREAS, the Lot Owners and the Association desire to subject the real property described in Exhibit "A" to the covenants, conditions, restrictions, easements, charges, and liens, hereinafter set forth and to the guidelines, policies, procedures, rules and regulations adopted by the Board of the Association for the Community as a whole, each and all of which is and are binding upon and for the benefit of the Community and each Owner and shall run with the title to the land.

WHEREAS, this Amended and Restated Declaration of Restrictions, for THE RESERVE AT WOODFIN RIDGE A/K/A WOODFIN RIDGE PHASE III (the "Declaration") is made this 16th day of March, 2010, by the Association and two-thirds (2/3) of the Lot Owners.

NOW, THEREFORE, The Association declares that the real property described in Exhibit "A," annexed hereto and forming a part hereof, and any additions thereto which the Association or the Association may incorporate from time to time in the Community is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth which shall run with the title to the Property and all Lots therein and which shall be binding on all Owners.

**ARTICLE I**  
**DEFINITIONS**

Section 1. DEFINITIONS. The following capitalized words when used in this Declaration, any Supplement, or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

(A) "ARCHITECTURAL CONTROL COMMITTEE(IES)" shall mean and refer to the Board of Directors of the Association, its appointees or an architectural control committee appointed by the Board of Directors of the Association.

(B) "ARCHITECTURAL GUIDELINES" shall mean and refer to the set of policies, rules and procedures which may be promulgated and/or amended by the Board of Directors of the Association, or the Architectural Control Committee from time to time, which shall act as a guide for the architectural control and review process and for the maintenance, construction or renovation of Structures within the Community. Failure to publish any Architectural Guidelines shall not diminish the architectural control and review authority of the Association or the Architectural Control Committee as set forth in this Declaration.

(C) "AREA OF COMMON RESPONSIBILITY" shall have the meaning and refer to any Common Area, together with those areas, if any, that the Board of Directors of the Association has established pursuant to the terms of this Declaration, any Supplemental Declaration, any Cost Sharing Agreement, or other applicable covenant, contract, or agreement. The location and dimensions of the Area of Common Responsibility may be established, adjusted, or eliminated by the Board of Directors of the Association.

- (D) INTENTIONALLY DELETED
- (E) "ASSESSMENTS" shall have the meaning specified in Article VI.
- (F) "ASSOCIATION" shall mean and refer to The Reserve at Woodfin Ridge Homeowners Association, Inc, its successors and assigns.
- (G) "BOARD OF DIRECTORS", "BOARD," and "BOARD OF THE ASSOCIATION" shall mean and refer to the members of the board of directors of the Association whether elected or appointed.
- (H) "BY-LAWS" shall mean and refer to the by-laws of the Association.
- (I) "COMMON AREA" shall mean and refer to those areas of land within the Property shown as "Common Area" on any recorded plat of the Property or so designated in any conveyance to the Association by the Developer including, but not limited to, any and all Structures thereon or the furniture, fixtures or equipment thereon, entrance signs, lights, sprinklers, shrubs, landscaping, parking places, drainage or other easements used, owned or maintained by the Association or the Developer for the benefit of the Community, whether or not located within the street right-of-ways which have been dedicated to a governmental agency or a Lot. Such areas are intended to be devoted to the common use and enjoyment of Members of the Association, ~~subject to the Regulations established and amended from time to time by the Board~~ of Directors of the Association and are not dedicated for use by the general public.
- (J) "COMMUNITY" shall mean and refer to the subdivision of the Property.
- (K) "DECLARATION " shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions, any future amendment or modification thereof, and any supplements thereto that annex additional land.
- (L) "DEVELOPER" shall mean and refer to Newman & Sons Development, Inc., his successors and assigns.
- (M) "DIRECTOR" shall mean and refer to an appointed or elected member of the Board of Directors.
- (N) "DWELLING" shall mean and refer to a single family home, patio home, garden home, townhouse, condominium unit, or apartment, if constructed in the Community.
- (O) "LOT" shall mean and refer to any parcel of land with such improvements, Structures, or Dwellings as may be erected thereon, shown and described as a "Lot" on any recorded subdivision plat of the Property, but shall not include the Common Area or the streets or road right-of-ways in the Community.
- (P) "MEMBER" shall mean and refer to any Owner, as provided in Article III hereof.

(Q) "OWNER" shall mean and refer to the record owner or owners, whether one (1) or more persons or entities, of the fee simple title to any of the Lots, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage unless and until such mortgagee or holder has acquired title to the Lot pursuant to foreclosure or any proceedings in lieu of the foreclosure. Said term "Owner" shall also refer to the heirs, successors, and assigns of any Owner.

(R) "PLANS" shall mean and refer to and encompass the plans, specifications, elevations and exterior designs of any Structure built or to be built on any Lot, or Common Area, or of any other item so designated in the Architectural Guidelines, as well as a site plan showing building setbacks and locations of all Structures or other items so designated in the Architectural Guidelines within the Lot or Common Area.

(S) "PLAT" shall mean that certain plat recorded in Book \_\_\_\_\_, at Page \_\_\_\_\_ of the Spartanburg County Register of Deeds.

(T) "PROPERTY" shall mean and refer to all property, including but not limited to, the Lots, streets or road right-of-ways and Common Area, subjected to this Declaration, which are described in Exhibit "A," together with any additional land that may be developed pursuant hereto and annexed or incorporated in the Property by amendments or supplemental Declarations.

~~(U) "REGULATIONS" shall mean and refer to the guidelines, rules, policies, regulations, and procedures, including, but not limited to, the Architectural Guidelines established by the Architectural Control Committee, adopted by the Developer or the Board of Directors of the Association, for the Community.~~

(V) "STRUCTURE" shall mean and refer to any thing or object upon any portion of the Property including by way of illustration and not limitation, any Dwelling or building or part thereof, garage, porch, shed, mailbox, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, siding, doors, fixtures, equipment, and appliances (including without limitation the heating and air-conditioning system for the Dwelling), furniture, glass, lights and light fixtures (exterior and interior), awnings, window boxes, window treatments, window screens, screens or glass-enclosed porches, balconies, decks, chutes, flues, ducts, conduits, wires, pipes, plumbing, and other like apparatus, playgrounds, playground equipment, tree houses and yard art, statuary, basketball goals (permanent or temporary), or other temporary or permanent sports equipment, swimming pool, fence, curbing, paving, driveways, walkways, wall or hedge, radio, television, wireless cable, or video antenna, satellite dishes, yard, lawn, landscaping, trees, shrubs, bushes, grass, well, septic system, sign, appurtenance, or signboard, whether temporary or permanent; any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of waters from, through, under or across any portion of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any portion of the Property; and any change in the grade of any portion of the Property of more than six (6) inches.

**ARTICLE II  
USES OF PROPERTY AND EASEMENTS**

Section 1. RESIDENTIAL USE OF PROPERTY. Unless otherwise designated in a supplemental Declaration, all Lots shall be used for single-family residential purposes only, and no commercial, business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Association: and provided, further that, to the extent allowed by applicable zoning laws, "home occupation", as defined in the Architectural Guidelines or in the zoning ordinances of the governmental authority having jurisdiction over the Lot, may be maintained in a Dwelling located on any of the Lots as approved in writing by the Board of Directors of the Association, or the Architectural Control Committee, and any governmental authority having jurisdiction over the Lot, so long as the "home occupation" complies with any and all conditions of such approvals.

Section 2. CONSTRUCTION IN ACCORDANCE WITH PLANS, EXCEPT AS PROHIBITED BY LAW, INCLUDING WITHOUT LIMITATION 47 U.S.C. § 303 NT, AND RELATED FCC RULES, 47 CFR § 1.4000 (WHICH LIMITS, BUT DOES NOT ENTIRELY PROHIBIT, CONTROL BY THE ASSOCIATION OF THE SIZE AND LOCATION OF ANTENNAS AND SATELLITE DISHES), NO STRUCTURE SHALL BE CONSTRUCTED, ERECTED, MAINTAINED, STORED, PLACED, REPLACED, CHANGED, MODIFIED, ALTERED OR IMPROVED ON ANY LOT UNLESS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND ANY OTHER APPROPRIATE OWNER OR APPLICABLE GOVERNMENTAL ENTITY AND THE USE OF APPROVED STRUCTURES SHALL COMPLY WITH THE REGULATIONS ISSUED BY THE ARCHITECTURAL CONTROL COMMITTEE FROM TIME TO TIME. NO CONSTRUCTION, RECONSTRUCTION, ERECTION, REPAIR, CHANGE, MODIFICATION SHALL VARY FROM THE APPROVED PLANS. The Architectural Control Committee shall have complete discretion to approve or disapprove any Structure. The Architectural Control Committee shall have the complete discretion to withhold review of any and all plans submitted to it from an Owner who is not in good standing as a Member of the Association, including without limitation Members who owe past due Assessments on any Lot in the Community. The Architectural Control Committee may issue from time to time Architectural Guidelines and Regulations to assist it in the approving of Structures and may change such Architectural Guidelines and Regulations at any time and from time to time without notice to the Owners. (For definition of Structure, see Article I, Section 1.)

Section 3. SUBDIVISION/COMBINATION OF LOTS AND ROAD USAGE. One or more Lots or parts thereof may be subdivided or combined only if approved in writing by the Board of Directors of the Association or Architectural Control Committee no Lot or Common Area may be used as a road unless approved in writing by the Architectural Control Committee.

Section 4. LIVESTOCK AND PETS. Unless the following is amended by the Regulations established and amended by the Board of Directors of the Association from time to time, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other small household pets may be kept subject to applicable leash laws,

provided that they are not kept, bred or maintained for any commercial purpose. Such household pets must not constitute a nuisance as determined by the Board of Directors in its sole discretion within the Community or cause unsanitary conditions within the Community, and no animal kept outside the Dwelling shall be kept in a manner which disturbs the quiet enjoyment of the Community or any other Owner. While not in a fully confined area, all pets shall be restrained by leashes and no pet shall enter upon any Lot without the express permission of that Owner or on the Common Area without express permission of the Association. The pet owner will be responsible for clean up and removal of fecal matter deposited by such pet and shall be liable for, indemnify and hold harmless any other Owner, the Association from any loss, cost, damage or expense incurred by such Owner, the Association as a result of any violation of this provision. (See Article X for the Association's Remedies for Violation.)

Section 5. OFFENSIVE ACTIVITIES. Unless the following is amended by the Regulations established and amended by the Board of Directors of the Association, from time to time, no noxious, offensive or illegal activities as determined by the Board of Directors shall be carried on upon any Lot, Common Area, or street and road right-of-way, nor shall anything be done thereon which is or may become an annoyance or nuisance to any Owner in the Community. (See Article X for the Association's Remedies for Violation.)

Section 6. TRAILERS, TRUCKS, BUSES, BOATS, PARKING, ETC. Unless the following is amended by the Regulations established and amended by the Board of Directors of the Association from time to time, ~~no passenger vehicles, buses, trailers or mobile homes,~~ motorcycles, boats, boat trailers, all terrain vehicles, go-carts, campers, vans or vehicles on blocks, unlicensed vehicles, or like vehicles shall be kept, stored, used, or parked overnight either on any street within the Community, in the Common Area, or on any Lot without the approval of the Association; provided, however, that passenger vehicles may be parked in approved areas on a Lot, to include garages, paved driveways, and any other area approved by the Board of Directors, or as specified in the Regulations. No unsafe parking shall be allowed on any streets in the Community. The Association may in its sole discretion determine what is unsafe and issue regulations to control on and off street parking. (See Article X for the Association's Remedies for Violation.)

Section 7. USE OF GARAGES. Garages are to be used for parking vehicles and storage of personal property. Unless the Association gives written authorization to the contrary, no Owner shall : (1) use their garage in a manner that would prevent the immediate conversion of the garage space to accommodate parking or storage as determined by the Association, (2) use their garage in such a way that creates as nuisance as determined by the Board of the Association or the Architectural Control Committee, or (3) use their garage for any other purpose that would permanently prevent parking or storage in the garage as determined by the Board of Directors of the Association or Architectural Control Committee.

Section 8. EXCAVATIONS OR CHANGING ELEVATIONS. No Owner shall excavate or extract earth for any business or commercial purpose within the Property.

Section 9. SEWAGE SYSTEM. Sewage disposal shall be through the public or private



system or by septic tank approved by appropriate State and local agencies.

Section 10. WATER SYSTEM. Water shall be supplied through a public or private system or any other system or well approved by appropriate State and local agencies.

Section 11. UTILITY FACILITIES. The Association reserves the right to approve the necessary construction, installation and maintenance of utility facilities and service lines for, on, over or under the Property or any portion thereof, including but not limited to telephone, cable T.V., electricity, gas, water and sewage systems, which may be in variance with these restrictions.

Section 12. WAIVER OF SETBACKS, BUILDING LINES AND BUILDING REQUIREMENTS. The Board of Directors and the Architectural Control Committee may waive violations of the setbacks and building lines shown on any plat of the Community or set out in this Declaration. Such waiver shall be in writing and recorded by the Owner in the County Register of Deeds. A document executed by the Architectural Control Committee shall be, when recorded, conclusive evidence that the requirements hereof have been complied with. The Architectural Control Committee may also, from time to time as they see fit, eliminate violations of setbacks and boundary lines by amending said plats. Nothing contained herein shall be deemed to allow the Architectural Control Committee to waive violations which must be waived by an appropriate governmental authority without the Owner obtaining a waiver from such authority.

Section 13. EASEMENT FOR UTILITIES AND COMMON FACILITIES. The Association reserves unto itself and its permittees a perpetual, alienable, easement and right of ingress and egress, over, upon, across and under each Lot and all Common Areas and Areas of Common Responsibility, if any, as are necessary or convenient for the erection, maintenance, installation, and use of electrical systems, cable television systems, irrigation systems, landscaping, telephone wires, cables, conduits, sewers, water mains, and other suitable equipment, other Structures and buildings necessary or convenient for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities including but not limited to privately owned television systems and other communications cable and equipment, and the Association may further cut drainways for surface water when such action may appear by Association to be necessary in order to maintain reasonable standards of health, safety, and appearance, or to correct deviations from approved development drainage Plans, provided such easement shall not encroach on or cross under existing buildings or Dwellings on the Lot or Common Area. Unless otherwise shown on a recorded plat of the Community, the Association further reserves an easement on behalf of itself and its permittees over five (5') feet along each side Lot line of each Lot for the purpose of construction or maintenance of utilities, as well as drainage installation or maintenance, and over the rear thirty feet (30') of each Lot line of each Lot for the purpose of construction or maintenance of utilities, as well as drainage installation or maintenance, and over the front ten feet (10') of each Lot and over such other area of each Lot as is shown on recorded plats of the Community for utility installations, utility rights of way and maintenance thereof, as well as drainage installations, drainage rights of ways, and maintenance thereof. These easements and rights expressly include

the right to cut any trees, bushes, or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate signs, entrances, landscaping, sprinklers and other improvements related to the Common Area or Area of Common Responsibility or common facilities of the Community including, but not limited to, entrances, wells, pumping stations, and tanks, within residential areas on any walkway or any residential Lot in the area designated for such use on any applicable plat of the residential subdivision, or locate same on the adjacent Lot with the permission of the Owner of such adjacent Lot. Such right may be exercised by the licensee of the Association but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility service. No Structures, including, but not limited to, walls, fences, paving or planting shall be erected upon any part of the Property which will interfere with the rights of ingress and egress provided for in this paragraph and no Owner shall take any action to prevent the Association or any public or private utility, or any of their agents, contractors or employees from utilizing the easements reserved herein. **THE BOARD OF DIRECTORS OF THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE, THEIR AGENTS, EMPLOYEES AND OFFICERS SHALL NOT BEAR RESPONSIBILITY FOR THE REPAIR OR REPLACEMENT OF ANY LANDSCAPING PLANTED, SPECIAL GRADING ESTABLISHED, OR STRUCTURE CONSTRUCTED WITHIN AN EASEMENT, WHETHER PLANTED, ESTABLISHED OR CONSTRUCTED INTENTIONALLY OR INADVERTENTLY AND WHETHER APPROVED OR NOT BY THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE.** The Association reserves the right to alter, expand or overburden any easement described in this paragraph. Such right to alter, expand or overburden shall be limited to such extent as will allow the Owner of the affected Lot and Structure to convey marketable title. The rights and easements conferred and reserved herein shall be appurtenant to any property now or hereafter owned by Association, whether or not subject to this Declaration and shall be an easement in gross of a commercial nature for the benefit of the Association and its permittees to serve any property whether or not subject to this Declaration.

Section 14. YARD AND LANDSCAPING MAINTENANCE.

(a) In the event that the Owner of any residential Lot, improved or unimproved, fails to maintain their yard and overall landscaping of their Lot in a manner in keeping with the Declaration, as determined by the Board of Directors or the Association, or the Architectural Control Committee from time to time as they see fit, the Board of Directors of the Association, or the Architectural Control Committee, may issue a compliance demand requiring the Owner of the residential Lot to bring the Lot into keeping with the Declaration, as determined by the Board of Directors of the Association, or the Architectural Control Committee. If the Owner of the residential Lot fails to comply within the time required by the notice, the Association may enter upon the Lot, bring the Lot into keeping with the Community, as provided above, and levy against the Owner of the Lot an Assessment for Non-Compliance and such Assessment shall be a lien upon the Lot.

(b) The responsibility of an Owner of a residential Lot to properly maintain their yard

and overall landscaping of their Lot includes, but is not limited to, the following:

- (i) prevent any underbrush, weeds, or other unsightly plants to grow upon the Lot;
- (ii) provide permanent vegetation, including but not limited to grass, fully and uniformly distributed over the Lot;
- (iii) unless approved otherwise by the Board of Directors of the Association, or the Architectural Control Committee, maintain and (if they are determined to be unhealthy by the Board of Directors of the Association, or the Architectural Control Committee replace, any tree(s) or portions thereof and/or other vegetation upon the Lot located within the road right-of-way, that (1) are Board of Directors of the Association, or the Architectural Control Committee (2) were required by the Architectural Control Committee, to have been protected during construction, or (3) were placed in this area in accordance with an approved landscape plan;
- (iv) provide proper grading and drainage on the Lot;
- (v) prevent and repair any erosion on the Owner's Lot, any other Lot, or any street in the Community caused by surface run-off from the Owner's Lot; and
- (vi) providing at their own expense general maintenance, including but not limited to proper watering, insect and weed control, fertilization, pruning, regular replacement of straws and mulch, proper drainage control, etc. and other types of normal maintenance not provided by the Association, of the overall landscaping and grass for their Lot in compliance with the Regulations and Architectural Guidelines established by the Board of Directors or the Architectural Control Committee.

(c) Any entry by the Association, his agents, employees, officers or contractors under the terms of this Section shall not be deemed a trespass, and an easement in gross of a commercial nature is reserved to the Association for the purpose of entry onto any residential Lot for the purpose of enforcing this paragraph. This provision shall not be construed as an obligation on the part of the Association to provide garbage or trash removal services. As provided herein, these rights may be assigned by the Association to other appropriate entities. The Owner shall hold harmless the Association, its agents and employees, officers and contractors and the Board of Directors or the Architectural Control Committee from any liability incurred arising out of correcting the Owner's breach of this Section.

Section 15. ACCESS BY THE ASSOCIATION For the purpose of performing its function under this or any other Article of this Declaration, the Association, and their duly authorized agents and employees, shall have the right to enter upon any Lot to (a) correct any violation of this Declaration, the Architectural Guidelines or the Regulations, (b) make necessary examinations in connection therewith, (c) respond to the request or demand of a governmental body, district, agency, or authority exercising jurisdiction over a portion of the Property, or (d) in the sole discretion of the Association, prevent an anticipated request or demand of a governmental body, district, agency, or authority exercising jurisdiction over a portion of the Property. With

regard to the aforementioned Association's right of access in the context of responding to, or preventing a request from, a governmental body, district, agency, or authority, the Association's right of access shall remain in effect for as long as said governmental body, district, agency, or authority has enforcement power over the Association.

Section 16 EMERGENCY ACCESS. There is hereby reserved and granted to the Association, their directors, officers, agents, employees, and managers and to all policemen, firemen, ambulance personnel and all similar emergency personnel an easement to enter upon the Property, any part thereof or Lot in the proper performance of their respective duties. Except in the event of emergencies, the rights under this Section shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner affected thereby. The rights granted herein to the Association includes reasonable right of entry upon any Lot or Dwelling to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Community.

Section 17 LEASES OF LOTS. Any lease agreement between an Owner and a tenant for the lease of such Owner's Lot or portion thereof, including any portion of the Dwelling or other Structure on the Lot, shall be subject to and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association, and any Regulations promulgated by the Association. The Owner shall incorporate in any lease of any Lot, Dwelling, or Structure a provision stating that failure to comply with the terms of such documents shall be default under the terms of the lease. All leases of Lots, Dwellings, or Structures shall be in writing and a copy of the executed lease, upon written demand, must be provided to the Board of Directors of the Association.

Section 18. STREET LIGHTING CHARGE. Each Owner shall pay a proportional share of the monthly charge for street lighting service as prescribed by the South Carolina Public Service Commission. The electric utility company shall bill the Owner for this charge as part of the monthly electric utility bill.

Section 19. MINIMUM SQUARE FOOTAGE REQUIREMENT. Unless otherwise stated in a document recorded in the Spartanburg County Register of Deeds Office, the minimum square footage shall be two thousand square feet with a minimum of one thousand six hundred square (1600) feet on the ground level. The Architectural Control Committee shall have the right to approve or disapprove any multi-level plan based solely on the amount of heated square footage contained within any level or floor and/or relationship of that level's or floor's footage to the total heated footage contained within the other levels of the Structure or the Structure in its entirety.

Section 20. BUILDING SETBACK REQUIREMENTS. Unless the Architectural Control Committee waives the requirement or unless a setback is shown otherwise on any plat of the Community or unless otherwise stated in a document recorded in the Spartanburg County Register of Deeds Office, the exterior finished face, steps, eaves and overhangs of all Structures, including but not limited to, buildings, homes, garages, porches, sheds, greenhouses, bathhouses, terraces, patios, decks, stoops, wing-walls, swimming pools (whether above or below the ground) and storage buildings for related equipment (including but not limited to filters and water pumps) shall

be placed on the Lot so as to meet the criteria set forth in the Regulations, which may differ for additional phases of the Community.

Section 21. REGULATIONS. The use of the Property shall be subject to the Regulations promulgated from time to time by the Association. The Association may from time to time adopt, amend, change, modify or eliminate any Regulation and may waive any violation of the Regulations, in their sole discretion, without notice to the Owners. The Regulations may apply to the entire Property, to portions of the Property.

Section 22. HAZARDOUS TREES. A "hazardous tree" is any tree designated as such by the Board of Directors of the Association which presents a hazard to person or property due to conditions, including but not limited to, deterioration, death, or physical damage to the root system, trunk, stem or limbs, and the direction and lean of the tree(s). Unless the responsibility for cutting and removal of a hazardous tree is specifically determined is voluntarily assumed by the Board of Directors of the Association to be the responsibility of the Association, an Owner of a Lot adjoining a Common Area shall be responsible for cutting and removing hazardous trees within the Common Area which may cause injury to person or property, if such hazardous tree were to fall upon the Owner's Lot. The determination of whether any tree may be cut, whether the tree or any portion of the tree must be removed from the site after cutting, and the location which any debris related to the cutting of the tree may be left or placed within the Common Area shall at all times be that of the Association. Notwithstanding the foregoing, prior to taking any steps to cut or remove a tree, an Owner must obtain the written approval of the Association. Unless some portion of the cost of the cutting or removal of a tree is assumed by the Association, the affected Lot Owner shall bear all costs associated with the cutting and removal of hazard trees, and such cutting and removal shall at all times be subject to the Regulations of the Association, or Architectural Guidelines adopted or amended by the Association from time to time.

Section 23. GOLF COURSE EASEMENT. There is reserved upon the Developer for 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 Developer extending 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, shall be allowed within the golf course easement without the express written approval of Developer and of 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 planning to grass, watering, application of fertilizer, mowing and the removal of underbrush, stumps, trash or debris of less than ten (10") inches in diameter at a level one (1') foot above ground level.

Section 24. GOLFER'S 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 an 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 reserved herein is limited to the following particulars (1) no golf carts or other vehicles 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, (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 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 III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. MEMBERSHIP. Every person or entity who is an Owner of any Lot shall be a Member of the Association.

Section 2. VOTING RIGHTS. The Association shall have one (1) class of voting Membership.

(a) The Members shall be all Owners. Each Member shall be entitled to one (1) vote for each Lot they own. When more than one (1) person holds such interest or interests in any Lot, the entire vote attributable to such Lot shall be exercised by one (1) individual who is duly authorized in writing by all of the Owners of that Lot. In no event shall more than one (1) vote or a partial vote be cast with respect to any such Lot. When more than one person holds such an interest or interests in a Lot, it shall be the responsibility of those Owners to provide the Association with written notification, with the signatures of all of those persons owning an interest in the Lot affixed, of the name and mailing address of that person authorized to receive notification from the Association and to cast said vote. Membership shall be mandatory for all Owners.

**ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON AREA**

Section 1. MEMBER'S EASEMENTS OF ENJOYMENT. Subject to the rights reserved by the Association in this Declaration, including without limitation those contained in Section 3 of this Article IV, the right of the Association to suspend the use of the Common Area as set out in Article X, and the Regulations established and amended from time to time, every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot. (See Article X for the Association's Remedies for Violations.).

Section 2. EXTENT OF MEMBER'S EASEMENTS. The rights and easements created hereby shall be subject to the following rights which are hereby reserved to the Association or the Association's Board of Directors:

(a) The right of the Association to dedicate, transfer, or convey all or any part of the

Common Area, with or without consideration, to any governmental body, district, agency, or authority, or to any utility company, and the right of the Association to convey with consideration all or any part of the Common Area upon affirmative vote of more than fifty (50%) percent of the total votes of the Members, cast at a duly called meeting of the Members or a recorded resolution signed by the Members holding more than fifty (50%) percent of the vote of the Members.

(b) The right of the Association to grant and reserve easements and rights of way through, under, over, and across Common Area, for the installation, maintenance, and inspection of lines and appurtenances for public and private water, sewer, drainage, and other utility services, including a cable or community antenna television system and irrigation or lawn sprinkler systems, and the right of the Association to grant and reserve easements and rights of way through, over and upon and across the Common Area for the operation and maintenance of the Common Area.

(c) The right of visitors, invitees, and guests to ingress and egress in and over those portions of Common Area that lie within any private roadways, parking lots and/or driveways (and over any other necessary portion of the Common Area in the case of landlocked adjacent Owners) to the nearest public highway.

(d) The right of the Association, in accordance with the law, its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Area and, in pursuance thereof, to mortgage or encumber the Common Area.

(e) The Association shall have the sole authority to sell portions of the Common Area on behalf of the Association with the approval of the membership, to increase or decrease the size of the Common Area, to add or remove Common Area or to change the location of Common Areas, whether these tracts have been deeded to the Association or are projected to be or have been designated by the Association as a Common Area. Any adjustment to the dimensions or the location of the Common Area and any sale of Common Area by the Association shall be approved by more than 50% of the members of the Association entitled to vote.

Section 3. ADDITIONAL STRUCTURES. No Owner shall without written approval of the Board of Directors erect, construct, or otherwise locate any Structure or other improvement in the Common Area.

**ARTICLE V  
COMPLETION, MAINTENANCE, AND OPERATION OF COMMON AREA  
AND FACILITIES**

Section 1. MAINTENANCE AND OPERATION OF COMMON AREA. The Association at its sole cost and expense, shall operate and maintain the Common Area and Area of Common Responsibility and provide the requisite services in connection therewith; provided, however, the Association is under no obligation to maintain those portions of the Area of

Common Responsibility that are not Common Area and therefore the Association, at its sole discretion, may require the owners of such areas to provide their own maintenance rather than the Association. It shall further be the responsibility of the Association to maintain all entrances including entrance signs, roads and parking areas within the community that are not maintained by some other entity or that are defined on an attached exhibit to this Declaration, or shown on a recorded plat, any lights, sprinklers, shrubs, and to pay the cost of utility bills and other such requisite services in connection with the maintenance of the above. Unless located on a Lot or accepted by another responsible party (including without limitation public bodies, governmental bodies, districts, agencies or authorities), all roadways and parking areas within the Community, whether located on Common Area or not, shall be maintained by the Association. The maintenance, operation, and repair of the Common Area shall include, but not be limited to, repair of damage to pavements, roadways, walkways, outdoor lighting, buildings, if any, recreational equipment, if any, fences, storm drains, and sewer and water lines, connections, and appurtenances, except when such responsibilities are accepted by responsible parties, including public bodies, governmental bodies, districts, agencies or authorities and only for so long as they properly perform.

Section 2. DEDICATION OF STREETS AND ROADWAYS. If and when any streets or roadways located within the Community are dedicated to, or otherwise accepted by, responsible parties including without limitation public bodies, governmental bodies, districts, agencies or authorities, the dedication or acceptance shall be subject to the covenants, conditions, ~~restrictions, easements, charges and liens contained in this Declaration, as amended,~~ whether or not it shall be so expressed in any such deed, other conveyance, or plat.

## ARTICLE VI ASSESSMENTS

### Section 1. ASSESSMENTS

(a) Each and every Owner of any Lot or Lots within the Property by acceptance of a deed to a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be personally obligated to pay to the Association, the Assessments, and the Association's collection fees, attorneys fees and court cost incurred in collecting the Assessments, or in enforcing or attempting to enforce the Declaration, By-Laws and the Architectural Guidelines and Regulations established or amended from time to time by the Board of Directors.

(b) Assessments, together with such interest thereon, and other costs of collection; including the Association collection fees, attorney fees and court costs shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which such Assessments are levied. Owners of any Lot shall share in the obligation of any other Owner of that Lot and shall be jointly and severally liable for any Assessments, the cost of collection, attorney fees and court costs that are attributable to that Lot. In the event an Owner holds title to multiple Lots in the Community, including without limitation builders, the Association's continuing lien shall be treated as one all-encompassing lien over all the Lots of that Owner for purposes of the remedies



set forth in Article X of this Declaration.

(c) The Association shall, upon demand at any time, furnish to any Owner or attorney representing the prospective purchaser of a Lot, a certificate in writing signed by an officer of the Association, setting forth whether said Assessments have been paid. Such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid. At all times the Association's records with respect to payments made or due shall be deemed correct unless proper documentation to the contrary can be produced.

(d) This Article shall not be amended as provided in Article XII, Section 5, to eliminate or substantially impair the obligation to fix the Assessments at an amount sufficient to properly operate the Association, maintain and operate the Common Area and perform the maintenance required to be performed by the Association under this Declaration without the written consent of the Association.

(e) There shall be six types of Assessments: (1) Regular Assessments; (2) Assessments for non-compliance with this Declaration, the By-Laws of the Association, and the Regulations established and amended from time to time; (3) Assessments for Capital Improvements as described in Section 4 below; (4) Assessments for Working Capital Fund and Budgetary Shortfall as described below. Such Assessments to be fixed, established, and collected from time to time as herein after provided. (See Section X for Remedies of the Association for Violation.)

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Section 2. REGULAR ASSESSMENTS.

(a) The Regular Assessments levied by the Association shall be used exclusively for the purposes of the general operation of the Association, reserves and the promotion of the health, safety, and welfare of the residents of the Community, and in particular for the improvement and maintenance of the Common Area and Area of Common Responsibility, including but not limited to, the payment of mortgages, taxes and insurance thereon, and repair, replacement, and additions thereof, the cost of labor, equipment, materials, management, Treasurer fees, and supervision thereof, and the cost of lawn and landscaping maintenance, and refuse collection; reserves for the replacement of the Association property and improvements to the Common Area; and all other obligations or debts incurred by the Association.

(b) The Board of Directors of the Association shall at all times fix the Regular Assessment based on the Association's budget for the period of the Regular Assessment. The amount of the Regular Assessment shall be uniform for each Lot except as set forth herein and shall be assessed against all Lots at the time of the Assessment. The Board of Directors shall once each year create a budget and fix the date of commencement, the size and number of installments, the method of determining the amount of all Regular Assessments against each Owner of a Lot, and shall, at that time, prepare a roster of the Owners and the Assessments applicable thereto. The roster shall be kept in the office of the Association and shall be opened to inspection by any Owner. If the Board of Directors fails to set a Regular Assessment, then the previous Assessment or the previous installment schedule shall continue until the Regular Assessment is set. A copy of the budget or any amended budget and written notice of the Regular

Assessment and adjustment thereof, shall be sent to every Owner subject thereto, identifying the amount(s), due date(s), and the address to which payments are to be sent, at least thirty (30) days in advance of the due date of the first (or only) installment of each Regular Assessment.

(c) The Board of Directors shall have the right to adjust the amount and installment schedule of the Regular Assessment without Membership approval for the purpose of meeting the budgetary obligations of the Association and in times of an unexpected cashflow shortfall. In the event of an unbudgeted cash surplus, the Board of Directors shall have the authority to apply some or all of the surplus toward its capital improvement fund or capital reserve fund. The Board of Directors may, at its sole discretion, set estimated Regular Assessments until the Regular Assessment is set and the budget completed, or may delay the billing of Regular Assessments until the budget is complete and then bill the Owners for the Regular Assessment for the entire budget period.

Section 3. ASSESSMENTS FOR NON-COMPLIANCE. In the event that any Owner, their guests or invitees fail to comply with any of the provisions of the Declaration, the By-Laws of the Association, the Architectural Guidelines and Regulations established and amended by the Board of Directors from time to time, relating to any portion of the Community, including without limitation violations occurring on Lots, Areas of Extended Lot Owner Responsibility, Common Areas, and streets, the Board of Directors of the Association may issue Assessments against the responsible Lot Owner(s) in amounts as it determines in its sole discretion, which shall be an Assessment for Non-Compliance and which are a lien on the Lot or Lots of that Owner(s).

Section 4. ASSESSMENTS FOR CAPITAL REPAIR OR IMPROVEMENTS. In addition to the Regular Assessments, the Association may levy, in any period, an Assessment (which must be fixed at a uniform rate for all Lots) for the purpose of defraying, in whole or in part, the cost of any construction or any reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area or Area of Common Responsibility, including the necessary fixtures, equipment and personal property relating thereto, provided that such Assessment shall have the assent of more than fifty (50%) percent of the votes of the Members who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days and no more than sixty (60) days in advance of the meeting provided, however, these periods for notice may be shorter as necessary to obtain funds for emergency repairs to the Structures on the Common Area. Subject to the provisions of Section 2, the due date or due dates of any installment of any such Assessment shall be fixed in the resolution authorizing such Assessment.

Section 5. ASSESSMENTS FOR BUDGETARY SHORTFALL. In addition to the Regular Assessment, the Board of Directors may, at its option, draw from the appropriate reserve funding or working capital funds or may levy, in any period, an Assessment (which must be fixed at a uniform rate for all Lots), subject to the provisions of Section 2, applicable to that period only, to cover any unexpected shortfall in the cash flow of the Association. Said Assessment shall not require the approval of the Membership. \*

Section 6. Intentionally Deleted.

Section 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first lien, mortgage or deed of trust recorded prior to the recording of the Notice of Delinquency by the Association in the Office of the Register of Deeds for the County in which the Lot is located. Sale or transfer of any Lot shall not affect the liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any such first lien, mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of Assessments under the Notice of Delinquency when recorded prior to such mortgage as to the payment thereof which becomes due prior to such sale or transfer but shall not relieve any Owner in possession of a Lot prior to such foreclosure sale or deed of trust from any personal obligation defined herein for the payment of Assessments. No such sale or transfer shall relieve such Owner from liability for any Assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any subsequent first lien, mortgage or deed of trust, except for liens for Assessment due from subsequent Owners of the Lot if the Notice of Delinquency is recorded prior to the subsequent first lien mortgage.

Section 8. EXEMPT PROPERTY. The following properties subject to this Declaration shall be exempt from the dues, Assessments, charges, and liens created herein: (a) All Common Area, as defined in Article I, Section 1 hereof and (b) streets and road rights-of-way. Notwithstanding any provision herein, no Lots shall be exempt from said liens.

## ARTICLE VII ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL AUTHORITIES. The Architectural Control Committee may be established by the Board of Directors of the Association and may be composed of at least three (3) representatives.

### Section 2. PROCEDURES.

(a) Any person desiring to construct, maintain, place, replace, reconstruct any Structure on any Lot or Common Area or to make any improvements, alteration or changes to any Structure, in addition to obtaining any and all applicable property owner or governmental approvals, shall submit Plans and any other documentation required by the Architectural Guidelines to the appropriate Architectural Control Committee which shall evaluate, approve, disapprove or refuse to approve in writing such Plans in light of the purpose of the Declaration. The Architectural Control Committee shall have the complete discretion to withhold review of any and all plans submitted to it from an Owner who is not in good standing as a Member of the Association, including without limitation Members who owe past due Assessments on any Lot in the Community. Any person using any Structure shall comply with the Regulations established and amended from time to time. An aggrieved Owner may appeal the final decision of the Architectural Control Committee to the Board of Directors through the processes required by the Architectural Control Committee or as set forth in the Architectural Guidelines or the Regulations. The failure to publish Architectural

Guidelines shall not in any manner adversely affect the architectural review authority of the Architectural Control Committee as set forth in this Declaration, including without limitation the authority to approve any and all Structures on any and all Lots, Areas of Extended Lot Owner Responsibility or Common Areas.

(b) The Architectural Control Committee may charge a reasonable review fee for its initial review, the amount of which shall be established by the Architectural Control Committee in the Architectural Guidelines, from time to time. The Architectural Control Committee may at its option, employ outside professional services for initial review and may pay them accordingly for this service. The charging of fees and the hiring of professionals for this purpose by the Architectural Control Committee must be approved by Board of Directors of the Association. Subsequent reviews may require additional fees.

**(c) APPROVAL BY THE DEVELOPER, THE BOARD OF DIRECTORS OR THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PLANS AND SPECIFICATIONS OR THE GRANTING OF A VARIANCE WITH RESPECT TO ANY OF THE ARCHITECTURAL GUIDELINES AND REGULATIONS, WHEN ESTABLISHED, SHALL NOT IN ANY WAY BE CONSTRUED TO SET A PRECEDENT FOR APPROVAL, ALTER IN ANY WAY THE PUBLISHED ARCHITECTURAL GUIDELINES, WHEN ESTABLISHED, OR BE DEEMED A WAIVER OF THE ARCHITECTURAL CONTROL COMMITTEE'S RIGHT IN ITS DISCRETION, TO DISAPPROVE SIMILAR PLANS AND SPECIFICATIONS, USE OF ANY STRUCTURE OR ANY OF THE FEATURES OR ELEMENTS WHICH ARE SUBSEQUENTLY SUBMITTED FOR USE IN CONNECTION WITH ANY OTHER LOT.** Except for the right of the Board of Directors to approve or disapprove the Plans on appeal, approval of the Plans relating to any Lot shall be final as to that Lot and such approval may not be reviewed or rescinded thereafter by the Architectural Control Committee, provided that there has been adherence to, and compliance with the Plans as approved in writing, and any conditions attached to any such approval and the Regulations.

(d) The Architectural Control Committee may, at its option, require the Owner to make a deposit to insure compliance with the approval or the Regulations in an amount and upon conditions to be determined by the Architectural Control Committee. The setting of an amount as a compliance deposit or of conditions for compliance for any one Lot, shall not in any way act to set a precedent or effect in any way the setting of an amount or conditions of compliance for any other Lot or for any other set of Plans which are to be or have been approved within the Architectural Control Committee. The terms for waiver of any deposit and for the determination of the deposit amount, conditions of payment and the release to an Owner of any remaining portion of said compliance deposit, shall be set by the Architectural Control Committee. Nothing herein shall be deemed to waive or limit in any way any other remedies of the Association, including those to insure compliance with the Architectural Guidelines and Regulations, or any Owner under this Declaration or at law. If collected, the compliance deposit may be retained or utilized by the Architectural Control Committee in any manner that they may so determine to be reasonable, including the payment of attorney fees, to insure that any violation of the Declaration by that Lot Owner is remedied, including the failure of the Lot Owner to pay Assessments levied

by the Association against their Lot.

(e) NEITHER THE DEVELOPER, ITS AGENTS, EMPLOYEES, DIRECTORS, OFFICERS NOR ANY OTHER MEMBER OF AN ARCHITECTURAL CONTROL COMMITTEE, SHALL BE RESPONSIBLE OR LIABLE IN ANY WAY FOR THE DEFECTS, STRUCTURAL OR OTHERWISE, IN ANY PLANS OR SPECIFICATIONS APPROVED BY THE DEVELOPER OR THE ARCHITECTURAL CONTROL COMMITTEE NOR FOR ANY DEFECTS IN ANY WORK DONE ACCORDING TO THE PLANS AND SPECIFICATIONS APPROVED BY THE BOARD OF DIRECTORS OR ARCHITECTURAL CONTROL COMMITTEE. FURTHER, NEITHER THE DEVELOPER, THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE, OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ATTORNEYS SHALL BE LIABLE TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE DEVELOPER OR THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE DEVELOPER OR THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE DEVELOPER, THE ASSOCIATION, THE MEMBERS OF ITS BOARD OF DIRECTORS OR THEIR AGENTS, EMPLOYEES AND OFFICERS, OR ANY MEMBER OR AGENTS OF THE ARCHITECTURAL CONTROL COMMITTEE, TO RECOVER ANY DAMAGES ARISING OUT OF SUCH APPROVAL OR DISAPPROVAL, AND, EACH OWNER BY ACCEPTANCE OF THE DEED TO THE LOT, RELEASES, REMISES, QUIT CLAIMS, AND COVENANTS NOT TO SUE FOR, ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH SUCH APPROVAL OR DISAPPROVAL, NOTWITHSTANDING, ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

## ARTICLE VIII

### OWNER'S MAINTENANCE RESPONSIBILITIES

Section 1. OWNER'S MAINTENANCE RESPONSIBILITIES. Unless specifically identified herein or specifically elected by the Board of Directors as being the responsibility of the Association, all maintenance and repair of a Lot, together with all portions of the Dwelling, and other Structures on the Lot, including without limitation landscaping maintenance, shall be the responsibility of the Owner of such Lot. The responsibility of each Owner shall include, but not limited to, the painting, maintenance, repair, and replacement of walls or fences, and all siding, exterior doors, fixtures, mailboxes, equipment, and appliances (including, without

limitation, the heating and air-conditioning system for the Dwelling) and all chutes, flues, ducts, conduits, wires, pipes, plumbing or other apparatus which are deemed to be a part of the Dwelling or Lot, and the lawns, trees, shrubs, fences, grass, driveways, walkways or sidewalks and any other landscaping component on the Lot. The responsibility of the Owner shall also include, but not be limited to, the maintenance, repair, and replacement of all glass, lights and light fixtures (exterior and interior), awnings, window boxes, window treatments, window screens, and all screens or glass-enclosed porches, balconies, or decks which are a part of the Dwelling. Each Owner shall also maintain roof, gutters and downspouts in a good state of repair. In addition, each Owner shall maintain their trash receptacle in such a manner as to prevent any foul or unpleasant odors from disturbing others, or odors that may attract animals. Each Owner shall ensure that trash receptacles containing building or construction waste and debris are maintained in a manner keeping with the requirements of this Section, including without limitation the responsibility of keeping said receptacles from becoming overloaded with waste and debris or becoming an aesthetic eyesore or potential danger for others in the Community. The Association shall have the authority to enforce an Owner's maintenance responsibilities under this Article, pursuant to remedies set forth in this Declaration.

Section 2. OWNER MUST PROVIDE INSURANCE OF DWELLING. Each Owner shall, at its own expense, insure the Dwelling and all other insurable improvements on the Lot in an amount not less than the then current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

Section 3. RECONSTRUCTION OR REPAIR OF DAMAGED DWELLING. If any Dwelling shall be damaged by casualty, the Owner of such Dwelling shall promptly reconstruct or repair it so as to restore such Dwelling nearly as possible to its condition prior to suffering the damage. All such reconstruction and repair work shall be done in accordance with plans and specifications therefore, approved by the Architectural Control Committee. Encroachments upon or in favor of Dwelling or Lots, which may be necessary for or created as a result of such reconstruction or repair, shall not constitute a claim or basis of a proceeding or action by the Owner on whose Dwelling or Lot such encroachment exists, provided that such reconstruction or repair is done substantially in accordance with the plans and specifications approved by the Architectural Control Committee or as the building was originally constructed.

## ARTICLE IX REMEDIES

Section 1. REMEDIES FOR NONPAYMENT OF ASSESSMENTS. Any Assessments not paid by the due date shall bear interest from the due date at the rate of sixteen percent (16%) per annum or, if sixteen percent (16%) is higher than allowed by law, then the highest rate allowed by law. Said interest shall be charged at the discretion of the Association's Board of Directors. In addition, the Board of Directors of the Association shall have the right to charge an

Association collection fee or late charge on any Assessment or installment thereof which shall not have been paid by its due date. In the event that the Board of Directors of the Association chooses an installment schedule for the method of payment for an Assessment or as a method of allowing an Owner to pay past due Assessments, and in the event that any installment is delinquent, the Board of Directors of the Association shall have the right to accelerate and immediately make due all or part of the Assessment due from that Owner of that Lot for that budgeted period. The Board of Directors of the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the Lot(s) in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages on Time Shares or for the foreclosure of mortgages by judicial proceedings, and may seek a deficiency judgment, and interest, court costs, all costs of collection, including reasonable attorney's fees. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments provided for herein. No disagreement on the part of any Owner with respect to the budget; the amount or installment schedule for any Assessment; any change to the amount or installment schedule for the Assessment; the Regulations established or amended by the Board of Directors of the Association; the actions or lack of action on the part of the Association; the purpose for any Assessment for Capital Repair or Improvements; or the amount or purpose of any Assessment for Budgetary Shortfall shall be reason for any Owner to fail to pay any Assessment at the time that it is due. Also, the Association or Board of Directors of the Association may at any time notify the holders of mortgages of the Lot of the failure of the Owner to pay Assessments or any other violation of the Declaration.

Section 2. REMEDIES FOR NONPAYMENT OF AD VALOREM TAXES OR LEVIES FOR PUBLIC IMPROVEMENTS BY THE ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or Assessments levied for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or Assessments in an amount determined by dividing the total taxes and/or Assessments due the governmental authority by the total number of Lots in the Community. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien, subordinate to all mortgages on the Lot of the then Owner, his or their heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

Section 3. REMEDIES FOR FAILURE TO MAINTAIN EXTERIOR OF DWELLING AND LOT. In the event that the Owner neglects or fails to maintain his Lot and/or the exterior of his or her Dwelling in the Community, the Association may in addition to any other remedy, provide such exterior maintenance. The Association shall first give written notice to the Owner of the specific items of the exterior maintenance or repair that the Association intends to perform and the Owner shall have the time set forth in said notice within which to perform such exterior maintenance himself or to satisfy the Association that the required maintenance or repair will be

completed in a timely manner. The determination as to whether an Owner has neglected or failed to maintain his Lot and/or Dwelling in a manner consistent with other Lots, Areas of Extended Lot Owner Responsibility and Dwellings in the Community shall be made by the Board of Directors of the Association in its sole discretion, or an entity authorized to do so by the Board of Directors of the Association.

In the event the Association performs such exterior maintenance, repair or replacements repair, the costs of such maintenance, repairs or replacement together with all costs of collecting from the Owner the cost of such maintenance, repairs or replacement established herein shall be added to and become a part of the Assessment to which that Lot is subject.

In the event that the Association determines that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, employees, lessees, or invitee(s) of any Owner, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof, together with any Assessments for Non-Compliance levied by the Association for non-compliance and all costs of the collection shall be added to and become a part of the Assessment to which such Owner is subject and shall become a lien against the Lot of such Owner. Each Owner is responsible for the actions of and the compliance with these documents and the Regulations by the family, guests, lessees, employees or invitee(s) of that Owner and shall further be responsible for the payment of any Assessments levied for that non-compliance.

Section 4. ADDITIONAL REMEDIES.

(a) Enforcement of the Declaration, By-Laws of the Association, and the Regulations in addition to any other remedy set out herein, may be carried out by the Association or any Owner through any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction in the Declaration, By-Laws, or Regulations established by the Board of Directors of the Association either to prevent or restrain violations, to recover damages or to compel a compliance to the terms thereof. Any failure by the Association or any Owner to enforce any covenant or restriction herein contained or contained in the Declaration or By-Laws or to enforce any of the Regulations shall in no event be deemed a waiver of a right to do so thereafter. In addition to the foregoing, the Board of Directors of the Association shall have the right wherever there shall have been built on any Lot or any Structure which is in violation of the Declaration, Architectural Guidelines or Regulations to enter upon the Lot or where such violation exists and summarily abate or remove the same at the expense of the Owner, including without limitation the right to cease current construction and enjoin further construction, if after written notice of such violation, it shall not have been corrected by the Owner within the time required by the notice of violation. Any such entry and abatement or removal shall not be deemed a trespass.

(b) The Association may, in addition to any other remedy, suspend the Common Area enjoyment rights of any Owner, their family members, lessees, invitees, licensees, employees or guests, or any of their pets or animals, for an appropriate period of time to be determined on a



case by case basis by the Board of Directors for any non-compliance with the provisions of this Declaration, the By-Laws or of the Regulations. The right, however, of a Member to ingress and egress over the roads and/or parking areas shall not be suspended if they provide necessary access to their Lot.

(c) Each Owner by acceptance of a deed to a Lot, grants to the Association the right and permission to enter the Lot to remove or correct any violation of the Declaration, By-Laws or Regulations, including but not limited to, the maintenance of Lots, Areas of Extended Lot Owner Responsibility or any Structure (as defined in Article I, Section 1) thereon, and the removal of abandoned automobiles from any portion of the Property considered by the Board of Directors to be in violation with the Regulations, Declaration, By-Laws or to be a nuisance.

(d) In addition to the remedies outlined in this Article, the Association may, but shall not be required to, enter upon any Lot(s) or Common Area, seize and either deliver to the animal control authority at the Owner's cost, any pet or other animal that is not in compliance with the Declaration, By-Laws, or the Regulations or to be a nuisance. Notice of non-compliance shall be given to any Owner whose pets or animals are not in compliance, except when said non-compliance creates an emergency as determined by the Board of Directors of the Association. The departure, while not under the restraint of a leash, of any pet or other animal from the Lot of its Owner, shall immediately constitute an emergency and there shall be no requirement for notice to be given.

(e) In addition to the remedies outlined above in this Article, the Association shall have the right to arrange for the removal, at the Owners expense, of any vehicle that is parked in violation of the Declaration or the Regulations after notice to the Owner of the Lot on or beside which the vehicle is parked. Notice of non-compliance shall be given to any Owner where the parking of a vehicle or vehicles, except when said non-compliance creates an emergency as determined by the Board of Directors of the Association. The parking of a vehicle which impedes the passage of any emergency vehicle or school bus, shall immediately constitute an emergency and there shall be no requirement for notice to be given.

(f) In addition to the remedies outlined above in this Article, the Association shall have the right to deny any and all services provided by the Association to its Members, including without limitation review and/or approval of architectural plans by the Architectural Control Committee, to those Members who are not in compliance with the terms of the Declaration, the By-Laws, the Architectural Guidelines, or the Regulations, including without limitation those Members who owe past due Assessments, until such time as the Member comes back into compliance in the sole discretion of the Board of Directors.

(g) With regard to Owners of multiple Lots in the Community, including without limitation builders, and in addition to the remedies outlined above in this Article, the Association shall have the right to apply delinquent Assessment amounts owed on one or more of the Owner's Lots to the Association's all-encompassing lien over all the Lots in the Community owned by that Owner, and the Association shall possess all the rights and powers of remedying delinquent Assessments and enforcing its continuing lien on the Lots as set forth in the

provisions of this Declaration. The Association's all-encompassing lien over said Lots shall not be released on the individual Lots it covers until any and all Assessment delinquencies for all the Owner's Lots have been remedied by the Owner, unless otherwise authorized by the Association. If such a Lot is sold without payment of its delinquent assessments, the Association may apply that delinquent amount to its all-encompassing lien over that Owner's remaining Lots in the Community.

**ARTICLE X**  
**ADDITIONAL MATTERS DEALING WITH PHASED COMMUNITY & MASTER ASSOCIATION**

Section 1. ANNEXATION OF ADDITIONAL PROPERTY OR REMOVAL OF PROPERTY. As property is added to the Community, if any, the Lots comprising such additional property shall be counted for the purpose of voting rights.

**ARTICLE XI**  
**GENERAL PROVISIONS**

Section 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner(s) of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns. All covenants, conditions, limitations, restrictions, and affirmative obligations set forth in this Declaration, and amended as provided in Sections 5 and 6 of this Article from time to time, shall be binding and run with the land and continue until twenty one (21) years from the date of execution hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then Owners affected by the same has been recorded, agreeing to change the same in whole or in part; provided, however, that all property rights and other rights reserved to the Association shall continue forever to the Association, except as otherwise herein provided.

Section 2. NOTICE. Any notice required to be sent to any Member or Owner under the provision of this Declaration and service of any legal proceedings shall be deemed to have been properly sent and received when personally delivered or mailed, post paid, to the last known address of the person who appears as that person authorized to receive notice or to vote as shown on the records of the Association at the time of such mailing. Any such notice shall be deemed validly given if provided in English, unless otherwise approved by the Board of Directors of the Association. It shall be the responsibility of an Owner to have notices or other correspondence translated to the language of their origin or language of common usage. The Association shall in no event bear any responsibility or cost for providing translators or translated notices.

It shall at all times be the responsibility of any Owner to file written notice with the Association of the name and address of the person authorized to receive notification from the Association as to Assessments, or infractions of the Regulations. Proof of the authority to receive

notice and to vote shall be presented to the Association in the form of a certificate signed by the Owner of a Lot or HUD Settlement. Such certificate shall be deemed valid until revoked by a subsequent certificate. The Association does not have to send notice or service to any other address. If the Owner does not file such certificate, the notice or service shall be sufficient if delivered, posted or mail post paid to the Lot.

Section 3. SETTLEMENT STATEMENT AUTHORIZATION. The Owner by acceptance of the deed authorizes and directs the closing attorney to provide the Association with a copy of the Settlement Statement from the closing transferring the Lot and/or Dwelling to the Owner.

Section 4. SEVERABILITY. In the event that any one or more of the foregoing conditions, covenants, restrictions, or reservations shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever effect, modify, change, aberrant, or nullify any of these covenants, conditions, and restrictions not so declared to be void but all remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

Section 5. AMENDMENT. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens for this Declaration may be amended, changed, added to, derogated or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than a majority of votes of the Owners of the Membership of the Association have the right to cause this document to be amended to correct any clerical or scrivener's error(s) or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FNMA or any other insurer or purchaser of mortgage secured by the Lots as the same may be amended from time to time.

Section 6. EFFECTIVE DATE. This Declaration shall become effective upon its recordation in the office of The Register of Deeds for the county in which the Property is located.

Section 7. PAID PROFESSIONAL MANAGER. The Board of Directors may employ a manager or managerial firm to supervise all work, labor, services, and material required in the operation and maintenance of the Common Area and in the discharge of the Association's duties throughout the Community.

Section 8. BINDING EFFECT. This Declaration shall inure to the benefit of and be binding upon the parties hereto, including without limitation all Owners, and the purchasers of Lots, their heirs, personal representatives, successors and assigns.

Section 9. WAIVER. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, however long continued, shall not be construed to constitute a precedent or be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

Section 10. ATTORNEY'S FEES AND COST. Should the Association employ counsel to

enforce the Declaration, or the reasonable rules, regulations and policies established or amended by the Board of Directors from time to time because of a breach of the same, all costs incurred in such enforcement, including a reasonable fee for the Association's counsel and other reasonable costs of collection, shall be paid by the Owner of such Lot or Lots in breach thereof.

Section 11. SAFETY AND SECURITY. Each Owner and their respective visitors, invitees, and guests, shall be responsible for their own personal safety and the security of their property in the Community. The Association shall have no duty to enhance the level of safety or security which each person provides for himself or herself and his or her property, nor shall the Association have any duty to respond to a safety or security problem if provided notice of such, although nothing herein shall prevent the Association from voluntarily (1) passing on such notification to the proper law enforcement or governmental authorities, (2) responding in some other manner to protect safety or security, or (3) taking action to enhance the level of safety or security in the Community. The Association shall in any way be considered insurers or guarantors of safety or security with the Community, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or failure to respond adequately to a security problem or the dangerous or hazardous condition of the Property. Each Owner acknowledges, understands, and shall be responsible for informing its occupants, visitors, invitees, and guests that the Association and its Board of Directors and Committees are not insurers or guarantors of ~~security o r~~ safety and that each person with the Community assumes all risks of personal injury and loss or damage to property, including Dwellings and the contents therein, resulting from acts of third parties or from any dangerous or hazardous condition. Each Owner also acknowledges, understands, and shall inform its occupants, visitors, invitees, and guests that they are responsible for contacting the appropriate public authorities directly when safety or security problems arise.

Section 12. TIME REDUCTION. In the event that any of the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which same shall be effective, then and in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities or any other law of the State of South Carolina and such provisions shall be fully effective for such period of time.

Section 13. BINDING ARBITRATION. The Owner and the Association by acceptance of a deed agree that any dispute arising out of use, occupancy, ownership of a Lot or on the Common Area or the enforcement of any covenant, condition, rule or restriction or regulation and any complaint to the Association shall be settled by binding arbitration pursuant to the South Carolina Arbitration Act.

Section 14. ASSIGNABILITY OF RIGHTS AND POWERS. By the filing of a document in the County Register of Deeds Office or by providing notice, the Association may assign, either permanently or temporarily or in part or in whole, any or all of the rights and powers granted or arising from the Declaration to one or more entities or persons without the consent of any Owner.

DEE 97 ZP6028

The Association may delegate any of the above-stated powers and rights to the same extent as it may assign them without any recording or notice requirements.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

SIGNED SEALED AND DELIVERED  
in the presence of:

ASSOCIATION: The Reserve at Woodfin Ridge

Jessica Adams  
JARowe

[Signature] (SEAL)  
By:  
Its: President

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, T. Ari A Rowe, Notary Public for the State of South Carolina, do hereby certify that the above-signed authorized signatory for Greg Weinstein personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this 28th day of February, 2010.

T. Ari A Rowe (SEAL)

Notary Public for South Carolina  
My Commission Expires: 3-14-17

**WHEN RECORDED RETURN TO:**  
**The Reserve at Woodfin Ridge Homeowners Association**  
**c/o Light Property Management**  
**PO Box 8046**  
**Spartanburg, SC 29305**

DEE-2019-1035



DEE BK 122-J PG 282-299

Recorded 18 Pages on 01/08/2019 04:21:17 PM

Recording Fee: \$24.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Dorothy Earle, Register Of Deeds

**ARCHITECTURAL GUIDELINES AND GENERAL CONDUCT REGULATIONS  
FOR THE RESERVE AT WOODFIN RIDGE  
TO RUN WITH THE LAND AND SUPERSEDES ALL  
PRIOR ARCHITECTURAL GUIDELINES AND GENERAL CONDUCT  
REGULATIONS**

**The Reserve at Woodfin Ridge Homeowners Association, Inc.  
Board Resolution 2019-002**

**Whereas, The Reserve at Woodfin Ridge Homeowners Association Board of  
Directors has established Architectural Guidelines and General Conduct  
Regulations for The Reserve at Woodfin Ridge.**

**Now, Therefore, it is agreed that all Homeowners must follow these Architectural  
Guidelines and General Conduct Regulations for The Reserve at Woodfin Ridge**

**Approved:**

**Date:** 01/05/2018

**Signature:**

BOARD OF Directors member

**WHEN RECORDED RETURN TO:**  
**The Reserve at Woodfin Ridge Homeowners Association**  
**c/o Light Property Management**  
**PO Box 8046**  
**Spartanburg, SC 29305**

DEE-2019-1036



DEE BK 122-J PG 300-319

Recorded 20 Pages on 01/08/2019 04:21:18 PM

Recording Fee: \$26.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Dorothy Earle, Register Of Deeds

**BY-LAWS**  
**FOR THE RESERVE AT WOODFIN RIDGE**  
**TO RUN WITH THE LAND AND SUPERSEDES ALL**  
**PRIOR BY-LAWS**

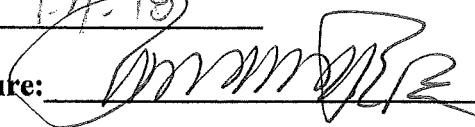
**The Reserve at Woodfin Ridge Homeowners Association, Inc.**  
**Board Resolution 2019-001**

**Whereas, The Reserve at Woodfin Ridge Homeowners Association Board of Directors has established By-Laws.**

**Now, Therefore, it is agreed that all Homeowners must follow these By-Laws**

**Approved:**

**Date:** 1-9-19

**Signature:** 

BOARD OF Directors Member

**BY-LAWS OF THE  
THE RESERVE AT WOODFIN RIDGE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

These are the By-Laws of The Reserve at Woodfin Ridge Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the Corporation shall be located at 841 E. Main Street, Spartanburg, SC 29302, but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors from time to time.

**ARTICLE II  
DEFINITIONS**

The capitalized terms used herein shall have the same meaning as the defined terms set out in the Amended and Restated Declaration of Restrictions for The Reserve at Woodfin Ridge dated March 16, 2010 and recorded in the Office of the ROD for Spartanburg County— Deed 97 – Z PG 001.

**ARTICLE III  
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residential Lots, Common Area, Area of Common Responsibility, and Area of Extended Lot Owner Responsibility within those certain tract(s) and/or lot(s) of Property described in Exhibit A attached to the Declaration and incorporated by reference, and to promote the health, safety and welfare of the residences within the Community and any additions thereto as may



# THE RESERVE AT WOODFIN RIDGE

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## RESTRICTIONS and CONDUCT GUIDELINES

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### Directory:

- 1) Article I – Architectural Control Committee
- 2) Article II – Restrictions
- 3) Article III – General Conduct Guidelines
- 4) Article IV – Assessments
- 5) Article V – Responsibilities of the Developer and /or The Association
- 6) Article VI – Easements

THE RESERVE AT WOODFIN RIDGE

WITNESSETH

WHEREAS, *The Reserve* at Woodfin Ridge Homeowner's Board as representative of certain real property described on Plat recorded in Plat Book 155 Page 118, hereafter known as, Phase III (lots 162-225.) NOW, THEREFORE, *The Reserve* at Woodfin Ridge Homeowner's Board declare that the real property described on Plat, known as Woodfin Ridge, Phase III, 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. Amended and Restated Declaration of Restrictions for *The Reserve* at Woodfin Ridge is recorded in Deed Book 97 Z pages 1 to 128 on March 4, 2011.

*The Reserve* at 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 III and show on Plat, 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. This will serve as the revised document.

ARTICLE 1

Architectural Control 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, the *The Reserve* at Woodfin Ridge Homeowner's Board has established an Architectural Control Committee. The persons who shall serve on the Committee shall be appointed by the board for such terms and under such conditions as shall be determined exclusively by the board. The persons serving on the Committee are required to own property in the development. 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 plan 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 Reserve* at Woodfin Ridge Homeowner's Board, the Committee is vested 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. (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. **Plan and Design Review Submittal:** Building plans for construction of new dwellings, additions to existing structures, and other structures governed by the covenants, restrictions, and limitations should be submitted to:

\*Light Property Management or current management

\*Email – manager@thereserveatwoodfinridge.com

4. **Building, Design and Landscape Guidelines.** The Architectural Control 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 Control Committee be amended from time to time.

The overriding purpose of these guidelines is to provide information of tangible usefulness and value to homeowners, designers, contractors, and other interested parties responsible for alteration and construction of residential properties located within *The Reserves @Woodfin Ridge*.

These guidelines recognize and respect the right of property owners to make alterations to existing residential properties. Such alterations should enhance the value and special standing of *The Reserve* among Woodfin Ridge and Boiling Springs area residential neighborhoods. These guidelines are intended to invite and encourage appropriate kinds of actions and solutions that are likely to achieve compatibility with, if not actually enhance, existing character-defining features of a building or structure, its site and its setting. They specifically define limits and conditions regarding size, height, coverage and other elements of building design and construction. As with the guidelines for *The Reserve*, the Development Standards formulated for *The Reserve* are tailor-made, that is, they are based upon existing conditions and character defining features.

It is important to understand and respect the prevailing established character of the houses and neighborhood setting of *The Reserve*. Construction projects should be architecturally compatible with the existing house and its neighbors. The character of the house and neighborhood, established through sitting, form, size, type and placement of openings, materials, and detailing, should all be considered carefully. Three main areas to consider:

- Compatibility with the neighborhood. The character of the house and the features of the landscape must be compatible, both in size, street wall/ façade materials, and architectural features, with the established character of the neighborhood.
- Compatibility with the existing house. Additions and alterations should be compatible with the existing design character and features of the house.
- Privacy and views. A variety of views are available from *The Reserve*. Some are views of the nearby mountains, lakes, or of our club golf course. All add to the value and enjoyment of each property and contribute to the neighborhood's very distinctive sense of place. Second-story windows need to be located to minimize visual intrusion into adjacent properties. Second stories must be located and configured to retain existing views to and of the golf course, of the lakes and of the mountains (if applicable) and be compatible with the established scale of the neighborhood.

The HOA reserves the right to suspend any building activity found in violation of any of the conditions and does not accept claims for any losses sustained by a Resident / Owner, contractor or sub-contractor as a result thereof.

**Builders Code of Conduct:** Builders are guests in an existing residential community and are expected to conduct themselves as guests. Existing residents have a right to the quiet enjoyment of their property. Builders are expected to operate within the confines of the ordinances and should make every reasonable effort to operate in the least disruptive manner possible with regard to equipment operation and noise, employee behavior, and cleanliness and safety of the site. Builders are expected to minimize safety risks to the community. Builders are expected to control material and equipment deliveries to avoid congestion of the right of way.

Extreme caution should be taken to avoid disruption of cable lines, power lines, telephone lines, sewage and water lines etc. Both temporary and permanent grading should be conducted in such a manner that drainage does not affect neighboring properties or damage shrubs and trees of neighboring properties and public right of way. Adequate provisions for power and water are to be provided on site. No use of neighboring or city utilities will be permitted.

Builders are required to pay the costs of repairing any and all public improvements including curbs/ gutters, sidewalks, streets, trees/ shrubs, and public utilities. Builders shall promptly clean any debris that is spilled on public property during the course of construction activities.

This Builder's Code of Conduct Contract must be signed by both the owner and the builder before commencing any work on site. Owners are requested in their own interest, to ensure that this procedure is carried out immediately once the building contract has been awarded. Both the main contractor and sub-contractor must sign.

- (A) Concrete Deliveries: Any wash down from concrete trucks shall not be left on the roads nor deposited on any other property in the subdivision.
- (B) Dumping of Materials: No on site dumping will be permitted and all offenders will be subject to heavy fines.
- (C) Work Area: All work is to be carried out on each specific lot. Use of adjoining lots and common areas for access, storage, and/ or other purposes will not be permitted.
- (D) Restroom Facilities: A portable toilet must be made available on your building lot during the entire period of construction and must be located a minimum of 10 feet off the road and have weekly service.
- (E) Construction Dumpster: A construction dumpster is required to be on the property, not the road, until construction is complete. The building site must be kept clean of debris. Debris blown into the street or neighbor's yard must be removed immediately. Any damage to the roads or property caused by the owner's contractor or other parties providing labor or services to the owner shall be repaired by the owner or in default of the owner's performance at the owner's expense.
- (H) Construction Hours: All construction or installations (deliveries and heavy equipment work) must be carried on between 7:00 am and 6:00 pm on Monday through Friday (except holidays) and between 9:00 am and 5:00 pm on Saturdays. No construction on Sundays or Federal holidays. Exceptions to the construction hour requirements are permitted in the 48 hours prior to closing in order to meet closing requirements.
- (G) Traffic Control: Speed limit is 15mph at all times and all traffic rules apply. The road must be kept open at all time.
- (H) Erosion Control: Erosion of soil during construction or due to rain must be avoided and controlled at all times with the installation of a silt fence. Clean up costs due to insufficient and/ or incorrect silt fence installation shall be the responsibility of the lot owner and/ or builder.

(I) Roads: Written approval from the Architectural Control Board is required before any alterations and/ or cutting to the existing road surface can be performed. This is to include all utility companies, private contractors, or any one individual requiring to cause alterations to any road surface. After approval of the road alteration/ cutting, the responsible parties must bring the replacement of the road back to its original county rated specifications. These requests must be sent to:

\*Light Property Management or current management

\*Email – [manager@thereserveatwoodfinridge.com](mailto:manager@thereserveatwoodfinridge.com)

(J) Builders Security Deposit: On commencement of building operations by an owner, a building deposit in the amount of \$3000.00 must be paid to the HOA within seven days of being requested to do so by the HOA, which will be held in trust until completion of the dwelling. Upon completion of the dwelling to the satisfaction of the HOA committee and provided no damages has been caused to any part of the development, 80% of the deposit will be refunded to the owner, the balance of \$600 will be deposited directly into the road repair fund to cover access wear and tear of the roads during construction. Any damages exceeding \$3000 will be the responsibility of the lot owner and/ or Builder.

Signatures:

Owner: \_\_\_\_\_

Builder: \_\_\_\_\_

Light Management: \_\_\_\_\_

**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. **No commercial or rental activity.**

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 Committee. All the dwellings on any lot shall be limited to single family residential use with the following square footage restrictions.

(A) Unless otherwise stated in a document recorded in the Spartanburg County Register of Deeds Office, the minimum square footage shall be two thousand square feet (2000) with a minimum of one thousand six hundred square (1600) feet on the ground level. The Architectural Control Committee shall have the right to approve or disapprove any multi-level plan based solely on the amount of heated square footage contained within any level or floor and/or relationship of that level's or floor's footage to the total heated footage contained within the other levels of the Structure or the Structure in its entirety.

Any building or structure of any kind constructed on any lot shall have poured concrete walls, a concrete slab, or a full masonry foundation. No exposed block, concrete or plastered foundation shall be exposed to the exterior above grade level. All exposed concrete foundations or retaining walls must be covered with stone, brick, stucco or other natural or artificial masonry materials that have the appearance of brick, stone, and/ or stucco.

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 Reserve at Woodfin Ridge Board*, standards or guidelines should be adopted, *The Reserve at Woodfin Ridge Board* 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. 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. Since the roof is one of the more visible features of a home, plumbing vents and flue terminations should be of the same color as the roof shingles and routed to the rear of the property. All utility service lines must be underground. Any building or structure of any kind constructed on any lot shall have poured concrete walls, a concrete slab, or a full masonry foundation. No exposed block, concrete or plastered foundation shall be exposed to the exterior above grade level. All exposed concrete foundations or retaining walls must be covered with stone, brick stucco or other natural or artificial masonry materials that have the appearance of brick, stone, or stucco.

4. **Building Lines.** Each lot has a buildable area established by its front, rear, and side yard setbacks. Buildable areas are established to ensure that adequate spacing is maintained between each house and rights-of-way. All structures must be located within the buildable area. 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 Committee reserves the right to allow building set back variances as needed. The Committee is to approve the exact location of all houses on lots for construction. This Committee may grant a waiver in reduction in this requirement upon application and for good cause shown. However, no property owner having property directly touching the golf course will be permitted to build a structure that interferes or obstructs other golf course lot home owner's view of the golf course.

5. **Building Materials.** Completed exterior finishes being a minimum of 80% Brick, Stone or Stucco. Any other must be approved by the Committee 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 Committee 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.** All fencing must be approved in advance of installation. No fence shall be erected until the Architectural Control Committee has approved the design, height, color, materials and location in writing. No chain-link, wooden split- rail, polymer or similar fencing shall be allowed anywhere in the development. Aluminum or Wrought Iron with baked powder coated finish are pre-approved materials and finish, but still require committee approval prior to installation. All fences finishes must be maintained and free of rust. Radio frequency and underground pet containment fencing is also permitted.

On all lots, fences shall be set back from the street by a distance no less than the setback of the front door of the house with the exception of radio frequency and underground pet containment systems.

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.** 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.

A. All major site work and grading shall be approved by the Committee. Each lot owner and his contractor, subcontractors and other agents shall take full responsibility for controlling surface water run-off and sediment that may adversely affect any other property or the golf course.

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

\*In the event discoloration occurs to the development's curbs, roads or common property due to the homeowners use of colored/ stained mulch, the use of certain landscaping materials or the use of heavy vehicles/ equipment, the homeowner will be required to immediately remove and/ or discontinue the use of the product(s)/ equipment. In the event discoloration or damage occurs to the development's curbs, roads, or common

property due to excess water run off from the homeowner's property, the homeowner will be required to correct the situation within 14 days of notification. Further, the homeowner will be required to repair the damage or discoloration to the development's curbs, roads or common property to the satisfaction of the HOA board within 30 days of notification. If the homeowner fails to do so, they will be held financially responsible for any repair costs incurred by the HOA to correct the damage or discoloration to the satisfaction of the HOA board.

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 with lake frontage must approve the dock location, dock size and length of walkway with the HOA's Architectural Control Committee and Spartanburg Water Systems.

E. Landscape elements should augment the relationship between the house and its site. Landscaping should be designed to define private outdoor space connected to the house. Landscaping features and planting may be used to create visual buffers between the property and neighboring lots. To preserve the visual easements understood to exist with lots coming in contact with the golf course, no trees or bushes are to be planted that when adult height is achieved would interfere/ obstruct with another golf course lot homeowner's view of the existing golf course, lakes or mountains. Trees or shrubs shall not be grouped together to form a view obstructing screen of the golf course. Three or more trees are considered to constitute a screen if planted close enough together so that at maturity their branches visually touch or intertwine. Trees and bushes that are planted in disregard of this provision/ easement are subject to immediate removal.

F. All exterior lighting must be approved by the Architectural Control Board to ensure congruency throughout the Reserve.

8. **Driveway Requirements.** All driveways shall be constructed of concrete and maintained by the owner of a lot in a good state of repair and suitable appearance. Gravel and asphalt are not allowed. Accent borders, entry pavers, and concrete stamping that cover 20% or less than the overall square footage of the driveway are acceptable at the discretion of the Architectural Control Committee. Where driveways from a lot intersect with the street, said driveway will abut the existing rolled curb, thereby keeping the "rolled" curb intact 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 Architectural Control Committee.

**Staining:** In order to maintain a degree of uniformity, as well as a well-balanced and coordinated appearance, staining is restricted to earth tones and a sample must be submitted to and approved by the Architectural Control Committee. In the event damage or discoloration occurs to the developments curbs, roads, or common property due to the staining of a homeowner's driveway, the homeowner will be required to repair the damage or discoloration to the satisfaction of the HOA board within 30 days of notification. If the homeowner fails to do so, they will be held financially responsible for any repair costs incurred by the HOA to correct the damage or discoloration to the satisfaction of the HOA board.

9. **Garages.** All garages must have a minimum of 2 enclosed garage spaces and a maximum of 3 garage spaces. The garages shall be enclosed by doors, and such doors shall not directly face any street on which the lot abuts. The Architectural Control 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. Carports are not allowed.



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, tennis courts and basketball courts, must be approved as to location and specifications by the Architectural Control Committee prior to the beginning of construction, including safety fence. All pool and spa plans must show accessory structures (filter system), drain provisions (including back flushing provisions), fencing, and proposed changes in plantings. All swimming pools, tennis courts and basketball courts must be located in the rear of the property, hidden as much as possible from public view. Individual property owners are responsible for meeting all safety regulations as required by law or by the insurance industry. No above ground pools will be approved.

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 are approved in advance by the Architectural Control Committee. No portion of any antennae/ satellite dish may be located in the front yard, or extend beyond the property owners property line. They must be mounted on the rear one-half of the home and if mounted on a sloping roof, the antennae/ satellite dish must be mounted on the side that faces the rear of the property, on the lower two-thirds of the roof plane to which it is attached, and below the roof ridge or peak. All satellite dish antennas, including support structures, and wiring must be completely screened from the view of adjacent properties or from public/ private roadways through the use of walls, fences, and/ or landscape materials.

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 and a certificate of occupancy has been issued by the appropriate local government office. In the event construction has ceased for a period of 30 days or more the Developer or Association shall notify the owner, heirs or assigns in writing by certified mail of their non-compliance. Upon receipt of such notification the owner shall be given a 14 day period to respond and to submit a plan of action for approval. Upon receipt of an agreed plan of action the owner shall be given 14 days from the approval date to continue work to correct the noncompliance issue. In the event, the owner does not commence to continue construction within this timeframe in a diligent manner, the Developer or Association shall have the right to begin the demolition work, proper disposal of debris and restoration of the building site to a "near original condition" as possible. This shall be done at the owners' expense, plus any and all attorneys' fees, interest and late fees. If the invoice for all work completed, attorney fees, interest, late fees, any fines levied, etc. is not satisfied in full within 30 days of receipt by the owner, heirs or assigns, the Developer or Association shall have the right to enforce by civil suit an action to perfect a claim of lien. Any monies collected shall be placed in the HOA Maintenance and Repair Fund Account for use as deemed by the Developer or Association."

14. Temporary Structures. No vehicle or 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. Mature trees and plantings should be protected and preserved whenever possible. No trees measuring 8 (8") inches in diameter at a point of one (1') foot above ground level, nor any flowering tree may be removed, nor any major clearing of small trees be performed without the approval of the Architectural Control Committee. Further, new trees shall be planted such that their adult canopy is at least 24 inches from the roadway to insure that mature trees will not damage the roadway, road curbing, or obstruct the driving view. Exceptions from here shall be damaged trees as determined by the Architectural Control Committee or the Association or trees which must be removed due to an emergency or to prevent a potentially dangerous situation. It is the responsibility of the property owner to maintain all trees and landscaping on their property such that it does not constitute a hazard.

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

17. No Subdivision or Merging of Lots. No lot shall be subdivided or merged with another, nor shall the boundary lines of any such lot or tract be changed.

18. No Commercial or Rental Activity: It is understood that in order to promote harmonious, quality development and maintain the value of property within "The Reserves" and to preserve the enjoyment of the property for homeowners, certain guidelines have been established. No rental, business, trade occupation or profession open to the general public, whether commercial or otherwise which provides goods or services to a person in which the provider receives a fee, compensation or other form of consideration regardless of whether such activity generates a profit, shall be conducted, maintained or permitted on any part of a property within "The Reserves". These guidelines shall be included within the rules of the Association, and shall have the same force and effect as other rules. The end result of this process will be a quality neighborhood that will protect and enhance your investment.

20. Signs. No owner shall display, cause, or allow to be displayed to public view any sign, placard, billboard, or identifying name or number upon any residence or common areas except as may be allowed by the Architectural Control Committee. Home owners wishing to list their property for sale may lease, or have their licensed real estate agent lease, an ARC approved "The Reserve" specific sign from Light Property Management. **No Builder or real estate agency's sign** may be posted on any lot within the Reserves at Woodfin Ridge so that the prestigious integrity of the community may be preserved. Owners of unapproved signs will be given 24 hours in which to remove the sign after notification or the ARC will have the sign removed at the sign owner's expense.

21. Recreational Property. No camper, boat, trailer, motor home, motorcycle. Mobile home or camping vehicle shall be stored on any lot unless it is housed behind the closed doors of the garage. No motorcycles, motorbikes, mini bikes, go-carts or other similar vehicle and 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. No vehicle designed or intended for commercial use, or principally used for commercial or recreational purpose shall be parked, stored, kept or left standing upon any lot or street. 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. No automobile or other vehicle shall be rebuilt or dismantled on any lot unless within the confines of the homeowner's garage.

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

23. **Swing Sets and Similar Structures.** Swing sets, sandboxes, gym sets, whirlpool spas and any such similar devices or structures primarily for family or children's use and enjoyment must be located behind the rear corners of the dwelling. Whirlpool spas must be out of public and neighbor's view.

24. **Parking.** All owners and residents must make provisions for off-street parking of individual vehicles. Vehicles left on the road overnight are subject to towing at the homeowner's expense.

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

26. **Mailboxes.** All mailboxes within The Reserve at Woodfin Ridge shall be uniform and kept within the design and color scheme determined by the Architectural Control Committee of The Reserve at Woodfin Ridge Homeowners Association. The Architectural Control Committee of The Reserve at Woodfin Ridge Homeowners Association has voted to incorporate mailbox maintenance on a bi-annual basis as it pertains to painting the mailbox and post. Any repair or replacement of damaged mailbox and/ or post, and the cost of such, will be the responsibility of the individual homeowner. At no time may a resident use any other style or color that is not in compliance with this covenant; residents in violation will be asked to take corrective actions at a cost to them. In the event that a homeowner refuses to take the necessary corrective action within thirty days of notice from the Architectural Control Committee, the Homeowners Association will contract with a licensed and insured contractor to take the corrective action and invoice the homeowner for the cost. If the homeowner refuses to pay the invoice for the corrective action, a lien may be taken against their property for the amount of the invoice and all applicable legal fees.

Below is the listing of approved colors and dimensions:

**Colors:**

- Valspar High Gloss Exterior Black
- Acri-Sheild Exterior Gloss Latex White
- One Shot Oil Based Gold

**Dimensions: (Drawings Available)**

- Metal box is a "large" size box 21 1/2" long x 10" tall x 8" wide
- Finished pole 6x6 (exactly 5 5/8" wide) is 6' tall total (installed 2' deep into the ground) and the pole top is routed 2 3/4" from the top with a 3/4" groove.
- Paperbox is 30" long by 7 1/8" high; 7 1/8" wide (to fit around the pole). The side panels are sandblasted 1x8 clear vertical grain redwood or cedar.
- WR ovals are 3 1/8" x 5 1/4" sandblasted high-density foam board.

27. **Flags.** Flag poles are permitted within the development provided that the pole is placed such that if it were to fall, it would fall completely within the property of the owner. Flag etiquette is encouraged when flying the American Flag.

**28. Lot Maintenance.** All owners shall be required to maintain their lots and any improvements thereon at all times in a neat, attractive and presentable manner so and 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. No Weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any lot and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The owners of the Lots in the Subdivision shall be responsible for the maintenance of all areas located (a) between their respective Lot lines and the pavement of the street or streets adjacent to the lot; (b) between their respective Lot lines and the waters of any adjacent lakes, ponds or other water bodies, and the banks of any adjacent canals or drainage ditches. All Lot owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times.

It is a violation for any resident or hired lawn service to dump/ blow grass clippings, leaf debris, etc. into the street, a storm drain, or drainage area.

Board actions described above related to lawn care. No homeowner, under any circumstances, may transfer, move, or deposit such debris to common ground, drainage areas or vacant lots. Those who do so will be subject to a board review and will be asked to remove the debris immediately.

Residents are requested to refrain from blowing such debris into the street because during subsequent rains it washes into the storm drains and drainage areas. Owners are responsible for the bagging and removal of all such debris. The homeowner is responsible for communicating this to their lawn service. The Board asks that you be considerate of your neighbors. If storm drains become clogged with debris, other residences can be adversely affected. Should you observe any resident engaging in such activity, you are asked to report it to property management.

Unsightly lawns detract from the property values of all and have been known to impact adversely the sale of residential property.

**29. Outdoor Kitchens and Fireplace:** Whether covered or uncovered, all permanent fireplaces or fire pits and barbeque pits which burn firewood and charcoal rather than natural or propane gas, must have a screened chimney to help keep embers from floating free and meet setback requirements. Trash including leaves and other yard trash, shall not be burned.

**30. Garden Ornaments:** Garden ornaments should blend with the natural landscaping scheme. Decorations for holidays should be in good taste. It is hoped they will be in place not more than 30 days prior to an event and be removed 10 days after an event. Planters of natural components like clay, terracotta, cast concrete, or wood are preferred if used within public view.

**31. Trash Containers and Collection:** All garbage or trash on any property must be placed in covered trash containers. Plastic bottles and plastic containers and other recyclable materials may be placed in a small recycle bin without requiring a cover, but the bin should not be allowed to overflow with bottles and/or old newspapers so as to create an unsightly mess that is visible from common areas or adjacent properties. Except on collection days, the trash and recyclable containers shall be stored so as not to be visible from the streets.

**32. Window Mounted Sunscreens:** If visible by a neighbor, from the streets, or from a common area, adjustable screens or exterior/ interior sunshades must match the primary color of the home, must not be reflective, must be tasteful in appearance and appropriately sized, and must be maintained in good condition and repair (e.g., hang straight, no holes, no frayed or torn edges, no missing slats or pieces, color not significantly faded, etc.) at all times.

33. **HOA Board of Directors Disclaimer.** *The Reserves* Home Owners Association and its successors and assigns, its agents, consultants, 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 The Reserves Home Owners Association or its nominees, and *The Reserves* Home Owners Association Board of Directors 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 Reserves* Board of Directors whether granted or denied. All future owners shall be responsible for determining the suitability of a lot for construction.

ARTICLE III  
General Conduct Guidelines

1. **Fuel Tanks.** Approval from The Architectural Control Committee is required prior to the installation of any storage tank. The storage tank shall be in compliance with all city and state codes and shall not be visible to neighboring properties. Any tank that could or does contain or hold a flammable liquid or gas is prohibited from being buried below grade. This includes, oil, gas, propane or any other similar fuel.

2. **Firearms.** The discharge of firearms within the Reserve at Woodfin Ridge is prohibited. The term "firearms" includes BB guns, pellet guns and other firearms of all types regardless of size.

3. **Golf Carts.** Golf cart use is allowed in the development and during their use, drivers are to follow all applicable traffic laws (SC Code 56-2-110). Golf carts operated at night must have operational head lights and tail lights for driver and passenger safety. In adherence to club policy, privately owned golf carts are not allowed on the golf course or cart paths at any time.

4. **Pedestrian Traffic.** At all times, pedestrian, golfer/ cart or animal traffic has the "right of way" on our neighborhood streets. The posted SPEED LIMIT in THE RESERVES is 15 MPH and signs are stationed at several areas in the neighborhood to serve as a reminder of the prevailing residential speed limit. The streets of our neighborhood are subject to and enforceable to all applicable traffic laws of Spartanburg County.

5. **Pets.** No animals, snakes, livestock or poultry of any kind shall be raised, bred or kept on any portion of the properties, except that dogs, cats or other usual and common household pets not to exceed a total of three(3). No pet shall be kept, bred, or maintained for any commercial purpose. Household pets shall at all times whenever they are outside be confined to a fenced in yard (above or underground) or on a leash held by a responsible person. Breeds of dogs that are generally viewed as aggressive are prohibited in the development and all pet owners are responsible and financially liable for the actions of their pets.

6. **Noise.** Noise sources associated with general ordinary construction, repair, remodeling or grading of any real property may only take place between the hours of 7 am and 6 pm on weekdays, 8 am and 6 pm on Saturday, but at no time of Sundays or Federal holidays. Loud noise disturbances from vehicles, musical instruments, PA systems or home entertainment systems (TV, stereos, etc.) are prohibited at any time.

7. **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.

8. **Gate Code Guidelines:** The main gate may be accessed by entering a valid digit code into the keypad or by pushing the button on a radio frequency remote device (clicker). In addition, a guest may look up the resident's name on the directory at the main entry gate and utilize the system to call the resident. The resident may converse with the guest over the phone. If the resident wants to allow entry, he or she may push 9 on their phone to open the gate. The residents should exercise caution and prudence when giving out codes and clickers. **At no time shall all or part of the gate code be posted on or around the directory keypad.** Residents are responsible for protecting their code and the use of the code. A resident may be liable for misuse or negligent use of their code.

**General Guidelines:**

1. Guests: All guests should use the directory to call the resident when gaining access.
2. For large parties, residents may call or email [manager@thereserveatwoodfinridge.com](mailto:manager@thereserveatwoodfinridge.com) or contact Light Management and have a temporarily gate code assigned for guests to use when they arrive.
3. Construction Workers shall utilize the construction gate code given to them through Light Management and only perform construction during construction hours only. Gate codes or clickers shall not be given to construction personnel. Any vehicle driving around the gates shall be subject to charges for repairs.
4. Repair personnel shall be treated as guests.
5. Regular cleaning, yard, or contract personnel can be given a code only if they perform their duties while you are NOT home.
6. Package or paper delivery service providers have access through the gate or an authorized code where appropriate.
7. Emergency personnel have access through to the system.

**Safety:** The gates open automatically. Please warn your children to be cautious around the gates.

**Changes or Termination of keys, codes, clickers, and inclusion in the directory:**

1. If a resident loses a clicker or feels that his or her code has been compromised in any way, they are required to contact Light Management so that the compromised codes or devices can be terminated. New codes will be issued.
2. If the resident changes his or her phone number, the resident should contact Light Management with the new information so that the directory can be updated.
3. If any resident's code is being used unauthorized purposes, the resident may be required to change his or her code.
4. If a resident misuses or is neglectful with his or her code, the Association Board may terminate the code or suspend the code or cause any other related action in order to keep

the resident from compromising the security and safety of the other residents of the subdivision.

5. When a property is sold, the code given to the realtor by the previous owner is terminated, and the resident's record is removed from the directory database.
6. For security reasons, and at the discretion of the Board, the Association may from time to time change all or part of the codes in the system.
7. A \$75 fee will be charged for termination or re-instatement of remote entry devices.

#### ARTICLE IV ASSESSMENTS

1. Initial Assessment. Beginning January 1, 2011, the annual assessment shall be Six Hundred and no/ 100 Dollars (\$600.00) 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. Lots owned by the Developer shall be exempt from the annual assessment until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.
2. Liens. The Developer of The Homeowners 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 V RESPONSIBILITIES OF THE DEVELOPER AND/ OR THE ASSOCIATION

1. Limitation of Liability. THE DEVELOPER AND/ OR ASSOCIATION, ITS DIRECTORS, OFFICERS AND MEMBERS SHALL NOT BE LIABLE TO OWNERS, THEIR LESSEES AND GUESTS OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGE OR INJURY WHICH RESULTS FROM ANY RULE OR REGULATION PROMULGATED PURSUANT TO THIS DECLARATION IN GOOD FAITH AND WITH REASONABLE CARE.
2. Ownership of Common Properties. The Association shall be obligated to own, operate and maintain common properties, including all roads within Woodfin Ridge, Phase III, the equipment, furnishings, improvements and any other property reasonable and necessary to carry out its functions pursuant to this Declaration or otherwise approved herein to be owned, operated or maintained by the Association.
3. Acceptance of Property Donated by Company. The Association shall be obligated to accept and assume responsibility for owning and maintaining any and all property and facilities conveyed to it by the Developer.

4. **Property Maintenance.** Subject to limitation, the Association shall provide for the care, operation, management, maintenance, repair and replacement of all common properties and improvements thereon, including, but not limited to, parking areas, roads and lighting.

5. **Vehicle, Traffic and Parking Control.** The Developer and/ or the Association may promulgate rules and regulations to protect the use and enjoyment of the roads owned by the Association, including, but not limited to, restrictions on the types, sizes and weights of vehicles permitted to use roads, the maximum and minimum speeds of vehicles using said roads, regulations governing traffic and parking, and the maximum noise levels of vehicles using said roads. Such rules and regulations shall be consistent with the terms of the Declaration, but may be more restrictive than the laws of any state or local government having jurisdiction of the property. The Developer and/ or the Association may prohibit the entry into the property of excessively noisy vehicles and restrict two-wheel or three-wheel vehicles having motors of engines with greater than one (1) brake horsepower or the equivalent thereof.

6. **Central Identification.** The Association may make available to Owners, tenants and guests an identification card, vehicle decal, temporary identification cards, vehicle passes or decals. The Developer and/ or the Association may in its sole discretion charge a reasonable fee for any such card, pass or decal.

7. **Assessment.** The Association shall collect assessments, fees, and other charges as necessary from property owners to carry out responsibilities hereunder; such assessment may be in addition to the customary annual assessments set by the Developer and/ or the Association.

8. **Right to Dispose of Common Property.** The Developer and/ or the Association shall have authority to sell, lease, control, transfer, encumber, abandon or dispose of its common properties.

9. **Governmental Successor.** Although the Developer and/ or the Association shall never relinquish its ultimate authority to perform the responsibilities herein mentioned, the Developer and/ or the Association may transfer or convey all or any part of its common properties, including the roads, to any public agency, authority, public service district, or private concern for such purposes and subject to such conditions as may be agreed to by the Association.

10. **Indemnification of Developer.** The Association shall identify and hold harmless the Developer, its successors and assigns, and its agents, officers, partners, employees and managers from all liability, loss, cost; damage and expense, including attorney's fees, arising or growing out of any and all operations and activities of the Association.

11. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding law or in equity against any person or persons violating or attempting to violate covenant 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.

12. **Severability.** Invalidation of anyone of these covenants and restrictions by judgment of Court order shall in no way affect any other provisions which shall remain in full force and effect.



Article VI  
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 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.

THE RESERVE  
AT  
WOODFIN RIDGE

**Board of Directors Board Resolution**

As dictated by Article IX Remedies, Section 1. Remedies for Non Payment of Assessments in the Amended and Restated Declaration of Restrictions for The Reserve@ Woodfin Ridge HOA dated March 16, 2010: The minutes of the Board Meeting, held on January 14, 2020, reflect that the Board of Directors voted that in the event a homeowner is delinquent with dues payments, the following schedule of interest and late fees will be charged:

- If payment is not received thirty (30) days past the due date:  
\$25 late fee will be charged to owner in addition to 16% per annum interest
- If payment is not received sixty (60) days past the due date:  
\$50 late fee will be charged to owner in addition to 16% per annum interest
- If payment is not received ninety (90) days past the due date:  
\$100 late fee will be charged to owner in addition to 16% interest per annum.
- The maximum late fee will be \$100.00 and 16% interest per annum will continue until payment is received.

Acknowledged:

*Patrick McAlister*      1/16/2020      *Barbara Spivey*      1-16-2020  
 Patrick McAlister      date      Witness      date

The Reserve@ Woodfin Board of Directors

DEE-2021-3613



DEE BK 130-T PG 743-743

Recorded 1 Pages on 01/21/2021 04:33:26 PM

Recording Fee: \$25.00

Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Dorothy Earle, Register Of Deeds