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**DECLARATION
 OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
 APPLICABLE TO A SUBDIVISION KNOWN AS
 PARK PRESERVE**

THIS Declaration made on the date hereinafter set forth by **BLALOCK PROPERTIES, LLC, a South Carolina limited liability company**, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Spartanburg, State of South Carolina, as more particularly described as: Lots 1 through Lots 66, as shown on Plat of Park Preserve Subdivision, prepared by Souther Land Surveying, dated March 8, 2008, a copy of which plat is recorded in Plat Book 163, at Page 112, in the Office of the Spartanburg County Register of Deeds and reference to which plat is hereby craved for a complete-metes and bounds description (the "Plat");

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
 DEFINITIONS**

Section 1. "Association" shall mean and refer to **PARK PRESERVE OWNERS' ASSOCIATION, INC.**, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding the developer and builders holding property for resale and those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" and/or "Subdivision" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Association, but shall specifically exclude any areas designated on a recorded subdivision plat as not being included within the subdivision.

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Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision plat of the Subdivision.

Section 5. "Declarant" shall mean and refer to BLALOCK PROPERTIES, LLC, its successors and assigns to whom the rights of Declarant are specifically assigned as evidenced by an instrument signed by Declarant and recorded in the land records for Spartanburg County, South Carolina. Declarant may, at its option, assign only a portion of its rights hereunder, or all of a portion of such rights in connection with the appropriate portions of the Property. In the event of such partial assignment, the assignee shall not be deemed to be the Declarant, but may exercise those rights assigned to it by the Declarant. Any such assignment may be made on a non-exclusive basis. At such time as Declarant no longer is the Owner of a Lot in the Subdivision, the rights of Declarant under this Declaration shall inure to the Declarant's designated assignee, or in the event no assignee is designated, the Association.

Section 6. "Builder" shall mean and refer to any builder licensed by and in good standing with the South Carolina Residential Builders Commission, its successors and assign, approved in writing by Declarant, in Declarant's sole discretion, as being part of the builder team for the construction of residences within the Subdivision. Each Owner, by purchasing a Lot within the Subdivision agrees that each Owner, their/its heirs, successors and assigns, shall be required to employ and use a Builder (as hereinbefore defined) to construct the initial improvements on each Lot in compliance with the terms and provisions of this Declaration. This obligation shall be binding on each such Owner their/its heirs, successors and assigns.

Section 7. "Common Area" shall mean and refer to the Green Space, entrance monuments, street lights, streets and roads (prior to their acceptance for maintenance by Spartanburg County or other governmental entity) and any other property shown and designated on the Plat as "Common Area," or "Green Space". The Common Area shall be owned and accepted by the Association for the common use, benefit and enjoyment of the Owners.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's easements of enjoyment. Every Owner shall be a member of the Homeowners Association, which memberships shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the maintenance of lighting entrances, common areas, fences, landscaping, sprinkler systems, light fixtures and related bulbs and other reasonable expense.

(b) The right of the Association to suspend the voting rights of an Owner for any period not to exceed (sixty) 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or authority for such purposes and subject to such

conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is approved by two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose;

(d) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;

(e) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is approved by two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose; and

(f) The right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or any other purpose or reason.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The B member(s) shall be the Declarant. The rights of the Class "B" member, including the right to approve, or withhold approval of actions proposed under this Declaration, the By-Laws and the articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. The Class "B" Member may appoint the members of the Board of Directors and the Architectural Committee until the first to occur of the following:

- (i) when one hundred percent (100%) of the total number of Lots in the Subdivision for the Property have certificates of occupancy issued thereon and have been conveyed to Persons other than Declarant;
- (ii) the expiration of ten (10) full years after the recordation of the Declaration of Covenants, Conditions, Easements and Restrictions for Park Preserve;
- (iii) when Declarant elects, in its sole discretion, by notice to Association in writing to convert their Class B membership to Class

A membership.

At such time as the Class "B" membership shall terminate, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.

Within one (1) month after the sale of the last Lot in the Subdivision, the Owners shall meet and elect Officers and within three (3) months after being elected, the Officers shall prepare an annual budget and select vendors as provided in these Covenants and the Bylaws of the Association. The Declarant shall appoint the initial members of the Board of Directors of the Association and until all of the Lots in the Development have been sold or until the Declarant elects to terminate the control of the Development, whichever shall first occur, vacancies on the Board shall be filled by the Declarant. The Declarant shall have the right to use any dwelling owned by the Declarant as a model or sales office.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. Each Owner of any Lot by acceptance of a deed there for, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Park Preserve and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated right-of-way), gates, drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of lakes, ponds, storm water drainage systems and retention areas or other bodies of water located within the Common Area if any; the maintenance of dams and areas surrounding such water; the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, the lighting of streets (whether public or private); the maintenance of any easements granted in favor of the Association; the payment of charges for

garbage collection and municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architectural Control Committee; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense. THE DECLARANT SHALL NOT BE LIABLE IN DAMAGES TO THE ASSOCIATION OR ANY OWNER BY REASON OF DECLARANT'S FAILURE TO CONTRIBUTE TO THE CAPITAL RESERVE OF THE ASSOCIATION BY REASON OF DECLARANT'S EXEMPTION FROM THE ANNUAL ASSESSMENT TO BE LEVIED BY THE ASSOCIATION, OR DECLARANT'S MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE ESTABLISHMENT OF THE ANNUAL ASSESSMENTS HEREUNDER AND THE CAPITAL RESERVE FUND TO BE FUNDED THEREFROM. EVERY OWNER AND BOARD MEMBER AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, ITS MEMBERS OR OFFICERS, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE ESTABLISHMENT OF THE ANNUAL ASSESSMENTS AND THE CAPITAL RESERVE FUND HEREUNDER.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of Properties.

Section 3. Annual assessment. The initial annual assessment shall be set by the Declarant. Once the initial annual assessment has been set, the annual assessment shall be paid in annual installments on a calendar year basis unless changed by the Declarant or the Board of Directors of the Association as applicable. Notwithstanding the foregoing, Declarant may set the initial annual

assessment for Lots owned by Declarant and Builders that are not occupied by completed residences at a rate substantially lower than that charged against Lots with completed residences located thereon requiring maintenance.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, an operating budget shall be prepared annual by the Officers of the Association in advance of each years assessment. The Board of Directors shall review the proposed operating budget, and upon the Board of Director's majority approval, the proposed budget shall be used as a basis for determining the year's annual assessment. If no operating budget is proposed or approved, then the previous year's budget shall be used as a basis for determining the year's annual assessment.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the Subdivision, provided that any such assessment shall have the assent to two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.

Section 5. Notice and quorum for any action authorized under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty(30) days or more than sixty(60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform rate of assessment. Except as expressly provided otherwise herein, the annual assessment shall be levied equally against all Lots (excluding those owned by Declarant and Builder) and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Area expenses, including reserves. The Declarant or the Board, as applicable, shall take into account the number of Lots subject to assessment hereunder on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. In determining the level of assessments, the Declarant or the Board, as applicable, in its discretion, may consider other sources of funds available to the Association.

So long as Declarant owns Lots, Declarant may elect on an annual basis, but shall not be obligated, to reduce or substitute the annual assessments due hereunder for the Lots owned by Declarant for any fiscal year by payment of a subsidy which may be either a contribution from Declarant or an advance against future assessments due from Declarant, in Declarant's discretion. Any such subsidy shall be conspicuously disclosed as a line item in the budget and shall be made

known to the Lots Owner's. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant. In the event that Declarant does not elect to reduce or substitute the annual assessments due hereunder for the Lots owned by Declarant for any fiscal year by payment of a subsidy, Declarant shall pay annual assessments for the Lots owned by Declarant to the Association at the same uniform rate as the other Lot Owners. Notwithstanding the foregoing, Declarant shall not be required to pay any subsidy to the Regime in excess of the amount that Declarant would be obligated to pay for the Lots owned by Declarant at the uniform rate of assessment for all Lots in the Regime.

Declarant may, but is not obligated to, support the Association by funding operating deficits of the Association during the period that Declarant owns Lots. In so supporting the Association, it is not the Declarant's intent to forfeit refundable deposits paid on behalf of the Association by the Declarant or to pay for expenses which are covered by the annual budget of the Association, but which the Association is not able to pay due to the nonpayment of assessments by Owners. At the sole election of Declarant, Declarant may recoup from the Association all payments made by Declarant to pay any such refundable deposits or to cover deficits caused by the nonpayment of assessments by Owners, which amounts may be paid from the operating account of the Association or from the working capital contributions collected at the sale of Lots, but not from capital reserves. Declarant shall have the right to pursue the collection of any unpaid assessments on behalf of the Association, as well as the right to act on behalf of the Association (if necessary) in obtaining refunds of all refundable deposits paid for by Declarant on behalf of the Association..

Section 7. Date of commencement of annual assessments; due dates. The annual assessments provided for herein shall commence on the dates determined by the Declarant. Annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as the date of its issuance.

Section 8. Effect of nonpayment of assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot in the same manner that a real estate mortgage is foreclosed and interests, costs and attorneys' fees shall be added to the amount of such assessment. The lien of the Association against the property must be established by, and shall be effective from the time of filing of a Notice of Lien in the Office of the Register of Deeds for Spartanburg County. Failure by the Association to enforce any covenant or lien herein contained shall in no event be deemed a waiver of its right to do so.

Section 9. Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to

payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Notwithstanding any other provision of this Declaration to the contrary and until such time as Declarant elects by notice to the Association in writing to turn over the Architectural Committee to the Association, the Architectural Committee shall be composed of three (3) members appointed by the Declarant. In all matters, a majority vote shall govern.

Section 2. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee.

Section 3. The Architectural Committee, in its sole discretion, shall have the right to refuse to approve any plans, specifications, landscape plan and/or plot plans, taking into consideration the suitability of the proposed building, improvements, landscaping and/or the materials to be used, whether or not it is in harmony with the surroundings, and the effect it will have on other residences already constructed. In order to prevent duplication of building or improvements to be constructed in this subdivision and to carry out the intent of this Declaration, the Architectural Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major exterior features so similar to an existing building or improvements as to be considered a substantial duplication. The Architectural Committee shall further have the right to refuse to approve any plans or specifications for buildings or improvements, plot plans or landscape or recreational plans, taking into consideration such factors as it may deem appropriate including, but not limited to, the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings, the effect it will have on other residences already constructed and the effect it will have on the outlook from adjacent or neighboring property. The foregoing considerations and, in particular, the harmony of the overall development, shall be of paramount importance in the review of all plans, and the Architectural Committee may reject plans which it feels are not appropriate for any of the above reasons, regardless of the aesthetic merit of such plans when considered individually. If a builder who has previously constructed a residence in the subdivision wishes to repeat a plan or to construct another residence with a plan substantially similar to an existing residence, he must cause to be listed on the application for approval submitted to the Architectural Committee all Lots within the subdivision on which the proposed residence or one substantially similar has been built previously.

Declarant may establish a set of design guidelines for the Properties to assist the Architectural Committee and Owner's with the design, construction and improvement of the Lots within the Subdivision. Any such design guidelines shall be provided to the Architectural Committee and each Owner and shall supplement the provisions of this Declaration. Any such

design guidelines shall act as rules and regulations for the design and approval of improvements to the Properties. Any such design guidelines can be amended or changed from time to time as deemed reasonably necessary by the Declarant. The Design Guidelines can be amended or changed from time to time as deemed reasonably necessary by the Declarant without the consent of any Owner and any such amendments shall be provided to the Members. Any building or improvement which has received final approval of the Architectural Committee as of the date of delivery of any such amendment may continue to be constructed and thereafter exist in contradiction to any such amendment. Should any such building or improvement on any such Lot change or expand after the delivery of such amendment, it will have to conform to the current design guidelines in force at that time. If a building or other improvements is more than 50% destroyed it will have to be built back in compliance with the current design guidelines existing at the time of rebuilding. Violations of the design guidelines may be enforced if they are a provision of this Declaration.

Section 4. Prior to the commencement of any construction, each Owner shall submit to the Architectural Committee, in duplicate, plans and drawings, in a one eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front elevations;
- (b) floor plan;
- (c) the area of heated floor space;
- (d) exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.)
- (e) exterior trim color;
- (f) pitch of roof and roofing material and color;
- (g) site plan showing the location of improvements to be made on the Lot;
- (h) plans for landscaping, plant types and sizes, grading, drainage, water supply, and sanitary sewage disposal (Can be submitted after construction has started, but prior to installation of landscaping).

These requirements also pertain to any alterations and/or additions to existing structures.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee of Park Preserve, at P.O. Box 2546, Spartanburg, South Carolina 29304, or such other address designated in writing by the Architectural Committee. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly noted thereon.

Section 5. In the event the Architectural Committee, or its designated committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, such approval will be automatic, but such approval shall not relieve the Owner from complying with the covenants, conditions and restrictions contained in this instrument in the erection of any Building or improvements. The terms "Building" or "improvements" shall be deemed to include the erection, placement, or alteration of any wall, fence, driveway, or parking area, or any such activity undertaken subsequent to initial construction.

Section 6. The Architectural Committee is authorized by a majority vote of all its members to approve or ratify the construction or alteration of any building or improvement for minor violations of any provisions of these restrictions relating to building set-back, locations and size of improvements, or similar matters if in the opinion of the members of the Committee such shall be necessary to prevent undue hardship, and to waive or vary the provisions of this Article or other provisions of this Declaration relating to use of the Properties if, in the opinion of the members of the Architectural Committee, such waiver or variance would not be inconsistent with the intent and purpose of this Declaration. The approval or ratification by the Architectural Committee in accordance with this paragraph shall be binding on all persons.

Section 7. All construction, including fences, by any Owner, shall be performed by a licensed contractor or licensed builder and must be of materials and workmanship comparable to others in the subdivision.

Section 8. Once construction is commenced, each Owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no work stoppage in excess of fourteen (14) consecutive days, acts of God excepted.

Section 9. The construction of all houses and other structures shall be completed within eighteen (18) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or Builder. Houses and other dwelling structures may not be temporarily or permanently occupied until completed. During the continuance of construction, the Owner shall require the contractor to maintain the residential lot in a clear and uncluttered condition.

Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools, and construction materials from the Lot. Any damage to roads or property owned by others caused by the Owner's contractor or other parties providing labor or services to the Owner, shall be repaired by the Owner or by the Declarant at Owner's expense. This includes damage to curbs.

Section 10. The Declarant expressly reserves the right to assign any of the duties, powers, functions, and approval authority set forth herein to any assignee at Declarant's sole discretion.

Section 11. Neither Declarant, Builder nor any other member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. FURTHER, NEITHER DECLARANT, BUILDER NOR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIABLE IN DAMAGES 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 OF SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE

ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSIONS OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, ASSOCIATION, ITS BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUIT CLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH 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.

Section 12. It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates, or unkempt condition of buildings or grounds on his property, or to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. No loose trash will be permitted to be strewn about the Property at any time. Garbage containers must be kept out of sight from the street, except during collection hours. All personal use items shall be stored inside when not in use. The Board of Directors shall have the right to promulgate rule and regulations by majority vote to address the storage requirements of such items, including, but not limited to, yard tools, sprinklers, wheel barrows and children's toys as would create a nuisance for the community. All permanent improvements on the lot shall be in keeping within reasonable neighborhood standards as determined by the Architectural Committee. During construction, no building refuse may be burned (except in a barrel suitable for burning refuse), buried or disposed of on a Lot. The responsible Owner or Builder must promptly repair any damage to streets, curbs, pathways, landscaping or any part of the Common Area or any utility system. In the event the requirements of this section are not adhered to, the Association shall send written notice via certified mail giving an additional period for compliance of ten (10) days, unless a hardship or special circumstance requires additional time. If the violation continues, the Association may at its sole discretion, hire contractors or personnel to correct said violation and bill the Homeowner for all costs incurred. The amounts owed shall, if not paid, become a lien on the lot as specified herein. In order to ensure compliance with this section of the Declaration, Declarant may, but shall not be obligated to, collect a deposit not to exceed \$500.00 from each Owner and/or Builder during the construction of a residence on a Lot, which deposit may be drawn upon by Declarant to pay the cost incurred by Declarant in exercising the "self help" rights reserved hereinabove.

Section 13. A storm water management and sediment reduction plan will be prepared for the Property and will be applied for all land disturbing activities, including residential construction. Each Owner agrees to comply with this plan unless an individual plan is prepared and approved by the appropriate governmental agency for a lot. Each Owner shall accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP) as required by the general National Pollutant Discharge Elimination System (NPDES) permit issued to the Declarant for the construction activity for which Declarant will be performing within the Property. For purposes hereof, during construction activities on a Lot each Owner and its builder and their contractors shall take full responsibility for installing silt fencing and related control devices on each Lot for the purpose of controlling surface water run-off and sediment that may adversely affect any other property or adjacent streets in the Subdivision. If any Owner shall default in the performance of its obligations

under the Section 13, Owner shall have the right of "self help" to perform such obligation on behalf of the Owner. In such event, the Owner shall promptly reimburse the Declarant the cost thereof, together with interest thereon from the date of outlay at a rate equal to the lesser of (i) twelve percent (12%) or (ii) the highest rate permitted by applicable law (the "Interest Rate"). Any such claim for reimbursement, together with interest thereon as aforesaid, shall be secured by a lien on the lot(s) and improvements owned by the Owner within the Property, which lien shall be effective upon the recording of a notice thereof in the Official Record of the Public Records of Spartanburg County, South Carolina. The lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting the subject Parcel (a "First Mortgage") and any purchaser at any foreclosure sale (as well as any grantee by deed in lieu of foreclosure sale) under any such First Mortgage.

Section 14. The Declarant, any member of the Architectural Committee or the Board, or the representatives of each, shall have the right during reasonable hours and after reasonable notice to enter upon any Lot to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this Article. In addition to the Declarant's and the Association's rights to enforce the provisions of this Declaration as set forth hereinafter, the Declarant and the Architectural Committee shall have the specific, nonexclusive right to enforce the provisions contained in this Article and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions contained herein. In the event that the Architectural Committee, Declarant or the Association resorts to litigation to determine the propriety of any constructed Improvement, to remove any unapproved Improvement or otherwise to remedy a violation of this Article, the Architectural Committee, Declarant, or the Association, as applicable, shall be entitled to recover court costs, attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a special assessment against the offending Owner's Lot.

ARTICLE V USES PERMITTED AND PROHIBITED

Section 1. The Declarant or the Association, through its Board of Directors, may make, modify and enforce reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Such rules and regulations shall be binding upon all Owners, occupants, invitees, and licensees until and unless overruled, canceled, or modified at a regular or special meeting of the Board of Directors by not less than two-thirds (2/3) of the Directors. The Declarant or Association shall be authorized to impose sanctions for violations of the rules and regulations. Sanctions may include reasonable monetary fines and suspension of the right to vote and to use any recreational facilities within the Common Area. The Board of Directors shall have the power to seek relief in any court for violations or to abate nuisances, including the right of injunctive relief without the necessity of posting a bond. In addition, the Association, through the Board, shall have the right to exercise self-help to cure violations and shall be entitled to suspend any services provided by the Association to any Owner or such Owner's Lot in the event that such Owner is more than thirty (30) days delinquent in paying any assessment or other charge due to the Association. Further, the Association may file a notice of lien against the Owner personally obligated to pay the same, or foreclose the lien against the Property in the same manner provided under South Carolina law for the foreclosure of a real estate mortgage. In

either event, interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Area or abandonment of his/her Lot.

Section 2. All platted Lots in Park Preserve as shown on a plat of the property as herein above set forth shall be used for single-family, residential purposes only and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided however, that nothing herein shall prevent Declarant or any builder of homes in Park Preserve approved by Declarant from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Park Preserve.

Section 3. All residences constructed within the Subdivision shall be site-built according to the plans and specifications approved by the Architectural Committee on permanent foundations by a Builder approved in writing by Declarant. No tent, shack, garage, barn, storage building, or other out-buildings shall be erected upon any Lot without approval from the Architectural Committee and, if approved, it shall not be used as a residence either temporarily or permanently. No structure of a temporary nature or an unfinished house shall be used as a residence and no house trailer, modular home, or mobile home shall be placed on any Lot either temporarily or permanently. Any boat, camping trailer, recreational vehicle, and/or similar equipment used for the personal enjoyment of a resident of a Lot shall at all times be neatly stored and positioned so as to be inconspicuous at the rear of the dwelling, if accessible, and if not accessible, must be subject to Architectural Committee approval.

Section 4. No obnoxious or offensive activity shall be permitted anywhere on the property nor shall anything be done which may become an annoyance, nuisance, or menace to the neighborhood. No Lot or any part thereof shall be used for any business, commercial, or public purpose. Business activities in the home which delivers products or services for a fee on site are prohibited, as is any business activity which utilizes more than twenty-five (25 %) percent of the heated or unheated space in the home.

Section 5. No cows, pigs, goats, chickens, sheep, horses, llamas, reptiles or other animals generally considered livestock nor any animal bred, raised or sold for money may be kept on any Lot. No commercial animal raising of any type shall be permitted on any Lot. Only animals which are generally recognized as domestic pets (as determined by a majority vote of the Board of Directors in the sole discretion from time to time) not to exceed a total of three (3) per Lot (exclusive of fish, gerbils or like pets kept indoors at all times), may be kept and maintained on a Lot. All pets must be kept under the control of the Owner and kept in such a manner so as not to become a nuisance or an annoyance to other residents within the Subdivision. Specific regulations may be promulgated from time to time by the Declarant or the Board of Directors, which may control the type and size of pets to be allowed within the Subdivision, including breeds and sizes of pets to be prohibited so as to avoid nuisances.

Section 6. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created.

Section 7. Each Owner subject to these restrictions shall provide space for the off-street parking of no less than four (4) automobiles prior to the occupancy of any building or structure constructed on a Lot in accordance with reasonable standards established by the Architectural Committee. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair (as determined by the Architectural committee in its sole discretion) shall not be stored on the Property. No passenger vehicles without current registration and license tags will be allowed in the subdivision or on any Owner's Lot; provided, however that golf carts will be allowed to operate in the Subdivision subject to the rules and regulations of the Association governing the use, storage, parking, age requirements and operating hours as they exist from time to time. Vehicles being repaired out of doors must have work completed within twenty-four (24) hours. Visiting guests only may use paved streets for temporary parking of their vehicles. All owners must park in designated parking areas on their Lot. No commercial vehicles in excess of 10,500 pounds gross vehicle weight may be stored or housed on the Property at any time. The Declarant may also direct vehicle owners to park outside the confines of the Property during the construction phase of any structure or landscaping.

Section 8. Electric or Gas golf carts are permissible in the Subdivision subject to the reasonable regulation and control by the Declarant or Association as the case may be. All golf carts within the ownership or control of an Owner shall be parked on a Lot in a garage, the driveway or a parking area approved by the Board of Directors. All golf cart drivers should drive in a responsible manner and possess a valid driver's license. All golf carts must have SC operators permit for roads. If driven after sundown, all golf carts must have operating headlights and taillights. In the event of repeated or frequent problems or complaints caused by a golf cart operated by or with the permission of an Owner, the Declarant or the Association, as the case may be, may ban the use of a golf cart within the Development by such Owner in perpetuity.

Section 9. A boat and trailer may be stored in the rear corner of the backyard on a Lot so long as the area in which the boat and trailer are stored is maintained in a well kept, sightly and mowed condition. Boats and/or trailers in disrepair (as determined by the Architectural committee in its sole discretion) shall not be stored on the Property.

Section 10. The storage of campers in yards or driveways is prohibited. Golf carts, RV's, motorcycles, bicycles, ATV's, and any other such equipment shall be stored in a garage or approved outbuilding. Any vehicles or equipment that cannot be stored in a garage structure or discretely screened as approved by the Architectural Committee are required to be stored off-site at the Owner's expense. Motorcycles, minibikes, ATV's, dune buggies, motorized bikes and other recreation vehicles that are duly licensed may be operated within the bounds of he Subdivision, but only while riding for access purposes to and from a residence to the public road (outside the Subdivision), and may not be ridden within the bounds of the Subdivision for recreation or any other purpose. All motor vehicles shall be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise. No motor vehicles shall be driven within the Subdivision, except on driveways and on the roadways shown on the recorded plats for the Subdivision.

ARTICLE VI

EASEMENTS

In addition to other easements as are shown on the recorded subdivision plat, a five foot (5') easement is reserved over and along the side of all Lot lines, a twenty foot (20') easement is reserved over and along the front and rear Lot lines and a ten foot (10') easement is reserved along all corner Lot lines, for drainage, utility, cable television, gas, water, power, sewer, and telephone installation and maintenance; provided that should two lots be consolidated to support one residence, then and in that event, the easements herein above provided shall apply only with respect to the new Lot lines of such consolidated Lot.

Declarant specifically reserves the right to grant specific easements to any utility services listed herein at any time following the date hereof until any specific Lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placing of sewer, gas, and water pipelines, telephone, cable television, telegraph, and electrical light poles on any of the streets and easements shown on the recorded subdivision Plat. An easement for the installation and maintenance of utilities and drainage facilities is reserved over said streets and easements.

Easements for access to the Subdivision are reserved as indicated on the Plat and in recorded easements. The Declarant hereby grants, gives and conveys to each Owner a perpetual, nonexclusive easement over the area designated as a "Road" on the Plat for vehicular and pedestrian ingress and egress to and from the Subdivision and Sandy Ford Road (S-42-190). The easements granted under this Section are reserved and shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Subdivision.

Each Owner shall have an easement of enjoyment into, upon and across the Common Areas and any improvements or facilities located therein now or hereinafter constructed for all purposes. Free passage and access shall at all times be provided and no fence or other obstruction shall at any time be erected, maintained, placed or permitted which shall in any way interfere with such free passage or access except for security gates, if any, at the entrance to the Subdivision. Such easements shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to promulgate rules and regulations to control use of the Common Areas and further subject to the Association By-laws, as the same are amended from time to time.

**ARTICLE VII
SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS
AND OF BUILDING PLOTS AND RELATED MATTERS**

Section 1. Nothing herein contained shall be construed to prohibit the use of more than one (1) Lot or portions of one or more lots as a single-residential building site, provided that said Lot would otherwise meet the requirements as to size, setback line, and directional facing of said building as determined by the Declarant.

Section 2. No building shall be erected on any Lot nearer to the front lot line, rear lot line, corner lot line or side line than the building setback line shown on the recorded Plat. Any such building shall face toward the front line of the Lot except that buildings to be constructed on

corner Lots shall face in the direction designated by the Architectural Committee. No building shall be located nearer to any interior side lot line than the distance determined by applicable building codes.

Section 3. No detached building shall be allowed on any Lot without the express written approval of the Architectural Committee, which approval can be granted, withheld or conditioned in the sole and absolute discretion of the Architectural Committee.

Section 4. No wall, fence, or hedge shall be erected between the street and the rear corner of the main body of house. Subject to approval by the Architectural Committee, wood fences with a maximum height of six (6') feet are required on the line facing the street and can be placed no closer to the street than the middle of the house (provided approved fencing can be used to screen HVAC systems which may be located nearer to the street than the middle of the house). No other type of fencing shall be permitted within the Subdivision unless approved in advance by the Architectural Committee. Fences must be installed by a fence contractor and all work shall be installed in a neat, plumb and workmanlike manner. All fence posts will be set in concrete. Sakrete or equal is approved for this purpose.

Section 5. The total area of all driveways shall be paved by plant mix concrete. All driveways shall be able to accommodate four (4) full-size cars in the parking area of the driveway. As a driveway is installed on a Lot, it must be graveled or paved immediately to reduce the tracking of mud and dirt onto the streets and roads located within the Subdivision.

Section 6. Once created by a recorded subdivision plat, no Lot shall be recut so as to face in any direction other than is shown on the recorded plat nor shall it be recut so as to make any building site smaller than is provided for herein.

Section 7. No building will at any time be constructed or maintained on or above the surface of Lot in excess of thirty-eight (38) feet in height (exclusive of chimney's). No residence shall be constructed containing less than one thousand eight hundred (1,800) square feet of heated floor space, exclusive of porches, garages, and breezeways. In computing the square footage of any residence containing a basement which is finished and heated, one-half (1/2) credit shall be given. Exceptions to this limitation may be granted by the Architectural Committee if in the sole opinion of the Architectural Committee the proposed residence would be in keeping with the overall concept of the subdivision.

Section 8. No above-ground pool shall be constructed or placed on any Lot, except that portable inflatable pools for small children are acceptable.

Section 9. Declarant reserves the right to place additional signs as needed.

Section 10. Roof pitches shall be at least 8/12 unless approval is given by the Architectural Committee for a lower pitch on a specific set of plans.

SEE 91J PG 532

Section 11. No residence shall be constructed without having at least a two-car garage which will be maintained permanently as a functional garage. No garage shall be erected on a Lot with a garage door that faces the front boundary line of a Lot without the prior written approval of the Architectural Committee.

Section 12. No signs shall be permitted on any Lots except that a single sign offering the Property for sale may be placed on such Lot.

Section 13. All residences shall have a special mailbox of uniform size, design and height which will be designed by Declarant and made available for purchase by an owner or Builder from a source to be specified by the Declarant. Mailboxes shall be maintained in good state of repair by Owners at all times.

Section 14. The removal of any trees in excess of six (6") inches in diameter at a height of three (3') feet above ground level shall require prior approval of the Architectural Committee. No trees may be removed until final building plans have been approved by the Architectural Committee.

Section 15. The Owner of each Lot shall cause written notice to be delivered to the Board of Directors upon the conveyance of any Lot by him, advising the Board of Directors of the conveyance.

Section 16. No satellite or television dish or radio antenna shall be constructed or placed in the front yard or side yard on any Lot except where type, size, screening, and location have been approved by the Architectural Committee. Satellite dishes 18" in diameter or smaller are allowed in the backyard of Lots as long as any such dish is discretely screened so as to minimize its view from surrounding Lots.

Section 17. Sanitary sewer service to the Lots within the Subdivision shall be provided by septic systems to be installed by each Owner within the boundaries of each Lot.

Section 18. Fuel tanks or similar storage receptacles shall be installed within the main dwelling house, the garage of a dwelling house or in the rear of a dwelling house located on a Lot so that any such storage receptacle shall not be exposed to view from any street or road located within the Subdivision.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect .

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to make, purchase, insure or guarantee mortgage loans on a lot; (iv) to satisfy the requirements of any local, state or federal governmental agency; or (v) to correct a scrivener's errors. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. The failure of an amendment to apply uniformly to all Lots shall not constitute a material adverse effect upon any rights of any Owner or Builder. Except as expressly provided above and elsewhere in this Declaration, this Declaration may only be amended only by an instrument approved by not less than two-thirds (2/3) of the Class "A" Members who are voting in person or by proxy, at a meeting duly called for the purpose of amending this Declaration, and, until termination of the Class "B" membership, with the written consent of Declarant. Any amendment must be recorded.

Section 4. Annexation. Additional residential property may be annexed to the Properties at any time and so long as Declarant still owns a Lot within the Subdivision. The Declarant shall have the express right to use any Lot or Lots owned by the Declarant as a street or streets to have access to adjoining properties so as to make said property a part of this Subdivision and subject to these restrictions by amendment.

ARTICLE VIII DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws of the Association may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the By-Laws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and successor and duly recorded in the public records of Spartanburg County, South Carolina.

Nothing in this Declaration shall be construed to require the Declarant or any successor to develop any of the property adjacent to or contiguous with the Property. Further, nothing in this Declaration shall be construed to require the Declarant or any successor to construct any recreational amenities or facilities for the use and enjoyment of the Owners other than those shown on any recorded Plat.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of Lots shall continue, it shall be expressly permissible for the Declarant and Builders authorized by Declarant to maintain and carry on upon portions of the common area such facilities and activities as, in the sole option of the Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such lots, including, but not limited to business offices, signs, model units, sales offices, and rental units. The Declarant and Builders authorized by Declarant shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to lots owned by the Declarant and any common area or other facilities which may be owned by the Association, as models, sales offices, or rental units.

In addition, notwithstanding any contrary provision of this Declaration, the By-Laws, or any Association rules, the Declarant shall have the right to replat or revise the recorded plats relating to any portion of the Property without the consent of the Board, the Association, the Architectural Committee or any Owner, other than the Owner(s) of the Lots in which the boundaries are altered, including revisions that change the location and configuration of the private roadways and utilities that serve the Subdivision. In the event that Declarant shall so replat or revise any recorded plat, annual and special assessments shall be assessed against new Lots created thereby at the same uniform rate assessed against all other Lots in the Subdivision it being the intent of Declarant that the creation of a new Lots hereunder shall not result in the Owner thereof being responsible for assessments or partial assessments previously assessed against the old Lots which existed before the creation of a new Lot hereunder.

In addition, notwithstanding any contrary provision of this Declaration, the By-Laws, or any Association rules, the Declarant shall have the right to replat or revise the recorded plats relating to any portion of the Property without the consent of the Board, the Association, the Architectural Committee or any Owner for the purpose of adjusting lot lines to provide septic tank sewer service to any Lot.

So long as Declarant owns property within the Subdivision, Declarant may, without the express written consent of any owner, the Board, the Association, the Architectural Committee, or any Owner include in any contract or deed hereafter executed covering all of any portion of the development, any additional covenants or restrictions applicable to such lands, so long as they are consistent with and do not lower the standards set forth in this Declaration and do not violate any covenants or restrictions then in effect and recorded against the development.

So long as the Declarant continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

DEC 9 11 53 35

Until such time as Declarant forms the Association, Declarant is empowered to perform the functions that will be performed by the Association and for this purpose may make such rules and regulations as it deems desirable to carry out said purposes. During the interim period, Declarant shall have the power to adopt operating budgets for the Association and to collect assessments imposed under this Declaration.

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STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Park Preserve Homeowners Association, INC.

RECORDING OF DOCUMENTS PURSUANT TO
THE SOUTH CAROLINA HOMEOWNERS
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-
110 TO -170):

1. PARK PRESERVE ARCHITECTURAL
GUIDELINES

Declaration originally recorded in Book 91-J at Page 516

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions, For Park Preserve was recorded on May 15, 2008 in the Office of the Register of Deeds for Spartanburg County in Deed Book 91-J at Page 516 (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, Park Preserve Homeowners Association, INC is the Homeowners Association for Park Preserve; and

WHEREAS, Park Preserve Homeowners Association, INC desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules, and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Park Preserve Homeowners Association, INC does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Park Preserve Architectural Guidelines, attached as **Exhibit A**

IN WITNESS WHEREOF, Park Preserve Homeowners Association, INC has by its duly authorized officer set its hand and seal this 26 day of October, 2020.

[SIGNATURE PAGE TO FOLLOW]

Exhibit A

Park Preserve

Architectural Guidelines

Fences

Per Section VII-4 of the Park Preserve CC&R's, No wall, fence, or hedge shall be erected between the street and the rear corner of the main body of the house. Subject to approval by the Architectural Committee, wood fences with a maximum height of six (6') feet are required on the line facing the street and can be placed no closer to the street than the middle of the house (provided approved fencing can be used to screen HVAC systems which may be located nearer to the street than the middle of the house). No other type of fencing shall be permitted within the Subdivision unless approved in advance by the Architectural Committee. Fences must be installed by a fence contractor and all work shall be installed neat, plumb and workmanlike manner. All fence post will be set in concrete, Sakrete or equal is approved for this purpose.

Fence Materials Allowed:

The Park Preserve Architectural Committee will allow fences constructed of wood, wrought iron and black coated chain link, so long as the location and design are approved prior to installation by the Architectural Committee.

Swimming Pools

Per section VII-8 of the Park Preserve CC&R's, No above ground pool shall be constructed or placed on any Lot, except that portable inflatable pools for small children are acceptable

Swimming Pools must be in-ground pools:

In-ground pools are defined as a pool constructed or installed in ground by means of monolith concrete application, gunite application, prefabricated composite fiberglass unit installation or vinyl liner waterproofing PVC membrane installed over composite or steel wall construction that creates a permanent impervious structure and becomes a part of the real estate property. All Swimming pools must be approved by the Architectural Committee prior to installation. No above ground pool shall be constructed or placed on any Lot, except that portable inflatable pools for small children are acceptable.

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Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
ASHLEY B. WILLIAMS REGISTER OF DEEDS
BK:DEE 141-H PG:661-663

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

**PARK PRESERVE OWNERS' ASSOCIATION,
INC.**

**RECORDING OF DOCUMENTS PURSUANT TO
THE SOUTH CAROLINA HOMEOWNERS
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-
110 TO-170):**

- 1. **Schedule of Assessments for Non-compliance**

***CROSS REFERENCE: DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
APPLICABLE TO A SUBDIVISION KNOWN ASPARK PRESERVE, recorded in Book 91-J, Page 516.***

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the *Declaration of Covenants, Conditions, Easements and Restrictions Applicable to a Subdivision Known as Park Preserve* was recorded on May 15, 2008 in the Office of the Register of Deeds for Spartanburg County in Deed Book 91-J at Page 516 (as amended and supplemented, the "Declaration"); and

WHEREAS, pursuant to the Declaration, Park Preserve Owners' Association, Inc. is the Homeowners Association for Park Preserve Subdivision; and

NOW THEREFORE, Park Preserve Owners' Association, Inc. does hereby record the following pursuant to the South Carolina Homeowners Association Act:

- 1. **Schedule of Assessments for Non-compliance attached as Exhibit "A"**

IN WITNESS WHEREOF, Park Preserve Owners' Association, Inc. has by its duly authorized officer set its hand and seal this 27 day of MARCH, 2023

[SIGNATURE PAGE TO FOLLOW]

Exhibit "A"
Park Preserve Owners' Association, Inc.
Schedule of Assessments for Non-compliance

Actions/ Violation	First Offense	Second Offense	Third Offense
1. Above ground pool	\$500.00	\$1,000.00	\$2,500.00
2. New structure without ARC review and approval	\$100.00	\$250.00	\$500.00
3. Unapproved fencing	\$50.00	\$100.00	\$250.00
4. Boats	\$50.00	\$100.00	\$250.00
5. Good appearance & repair (Lawn, landscaping, siding, etc.)	\$25.00	\$50.00	\$100.00
6. Commercial vehicles & trailers; inoperable vehicles (unregistered) / auto parts storage; recreational vehicles	\$50.00	\$100.00	\$250.00

SIGNED SEALED AND DELIVERED
in the presence of:

Matthew Brown
(witness #1)

[Signature]
(witness #2)

PARK PRESERVE OWNERS' ASSOCIATION,
IN C.

By: Jayne Giannini (L.S.)

Print Name: Jayne Giannini

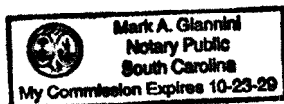
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, MARK A. GIANNINI, Notary Public for the State of South Carolina, do hereby certify that Park Preserve Owners' Association, Inc. by JAYNE GIANNINI, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 27 day of MARCH, 2023.



Mark A. Giannini
Notary Public for South Carolina
My Commission Expires: 10-23-29