

DEED 72 H PG 001

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STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

**DECLARATION OF COVENANTS
AND RESTRICTIONS
RIVER FALLS PLANTATION
PHASE VII SECTION A1**

THIS DECLARATION is made this ____ day of _____, 2000, by River Falls Plantation Golf, Inc., hereafter called the "Developer" and Margaret S. Berry, owner.

WITNESSETH

WHEREAS, the Developer is developing that certain real property described on the attached Exhibit A, as Phase VII Section A1 and Margaret S. Berry is the owner of certain real property described on the attached Exhibit A known as River Falls Plantation, Phase VII, Section A1 and desires to create thereon 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 River Falls Plantation, Phase VII, Section A1 and shown on Exhibit A, to the covenants, restrictions, easements, charges, and liens hereafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; now,

THEREFORE, Developer and owner declares that the real property described in Exhibit A, known as River Falls Plantation, Phase VII, Section A1, 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 Restrictions") hereafter set forth.

ARTICLE I

ARCHITECTURAL REVIEW COMMITTEE

1. Purpose and Appointment. In order to enhance the aesthetic quality of the Property, protect the natural beauty of the environment, secure and enhance confidence and security to owners and nurture tasteful and well appointed improvements, Developer shall establish an Architectural Review Committee. The persons who shall serve on the Committee shall be appointed by the Developer for such terms and under such conditions as shall be determined exclusively by the Developer. The persons serving on the Committee are not required to own property in the development, nor are they required in any way to be affiliated with it. The primary function of the Committee shall be to review, approve or disapprove final construction plans and proposals for improvements upon the property. The Committee shall consult and advise the Owners, their architects, contractors or builders concerning the merits of the construction plans and recommend, if required, any changes or modifications which may be necessary for the plans to meet approval.

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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 the 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, 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. **Compensation and Consultation.** The Developer shall be responsible for compensating the Committee members and any consultants associated by the Committee for the purpose of carrying out its duties.

4. **Building, Design and Landscape Guidelines.** The Architectural Review Committee reserves the right, in its sole discretion, to issue building, design and landscape guidelines for the purpose of assisting owners proposing to build improvements upon the property. Such guidelines would be followed by the Committee in its effort to carry out its duties. Such guidelines may at the sole discretion of the Architectural Review Committee be amended from time to time.

ARTICLE II

Restrictions

1. **Residential Use.** All lots shall be used only for residential purposes and only one single family residence may be erected on any lot.

2. **Written Approval Required.** Except as otherwise stated herein, no home, garage, carport, driveway, playhouse, fence, wall, swimming pool, antenna, fuel tank, tennis court, garbage receptacle, clothesline, mailbox, nor any other structure or improvement, shall be commenced, erected or maintained upon the property, nor shall any exterior addition to any existing structure or change or alteration thereto be done, until complete, final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, site location, floor plans and all elevations on all sides of the structure, containing the names of the builder or contractor and the owner, 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

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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 preventions 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.

4. 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 owners 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.

5. Grade changes. 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 sitework and grading shall be approved by this 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.

6. Damage to Curb, Gutter and Pavement. If during construction or otherwise, the curb, gutter or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot or tract upon which such construction is being done shall bear the costs of replacing or repairing such damage, which will be performed by the Developer. Any such amount shall constitute an assessment against the lot and may be filed as a lien, as provided herein.

7. Driveways. All driveways shall be concrete and shall be maintained by the owner of the lot in a good state of repair. No curb shall be cut to accommodate any driveway.

8. Garages. All garages shall be enclosed by doors.

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9. **Sewage.** All sanitary sewage shall be disposed of through connections and hook ups with the Spartanburg Sanitary Sewage System.

10. **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.

11. **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.

12. **White brick.** White brick, cream-colored brick, vinyl siding, or standard concrete block shall not be permitted for use on the exterior of any structure in the development except that vinyl siding may be used for overhang or eaves of the building.

13. **Completion of construction.** The exterior of all homes and other structures, sitework and substantial compliance with landscaping plans must be completed within eighteen (18) months of the start of construction unless such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity. No structures may be temporarily or permanently occupied until the exterior thereof has been completed.

14. **Temporary structures.** No structure of a temporary character shall be placed upon any portion of the properties at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any home, or to shelters maintained by the Developer or the Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, and so forth, may not at any time be used as temporary or permanent residences or be permitted to remain on any portion of the properties after completion of construction thereon.

15. **Trees.** No trees measuring eight inches (8") or more in diameter at a point one foot (1') 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 herefrom 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. **Landscaping.** All landscaping plans must be approved by an Architectural Review Committee. All front yards and side yards must be sodded and have an underground irrigation system.

17. **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

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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.

18. 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 Company or the Committee 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 for future development 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 replatted lots.

19. 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.

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 vehicles. 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, minibikes, go-carts or other similar vehicles shall be operated on any lot or on the golf course or cart path.

22. Fuel tanks. No fuel oil tanks shall be located above or below ground.

23. Pets. No animals shall be kept except that cats, dogs, rabbits, hamsters or caged birds may be kept in reasonable numbers as pets. All pets shall be kept in fenced areas or on leashes.

24. Parking. Provisions must be made for off-street parking of their own cars.

25. Tennis courts. No tennis courts shall be constructed on any lot.

26. Bird sanctuary. All property is designated as a bird sanctuary.

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27. **Mailboxes.** All homeowners are required to have the same style mailbox, which has been designed and developed by the Developer of the subdivision.

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 as not to detract from the overall appearance of the subdivision or the surrounding property. Vegetable or ornamental gardens, sandboxes or other children's play equipment shall be located only in the rear yard of any lot.

ARTICLE III

Home Owners Association

1. **Creation of the Home Owners Association.** The Developer shall cause to be incorporated under South Carolina law a non-profit corporation called the River Falls Plantation 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 vote for each lot; provided that the Developer and 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 IV

Assessments

1. **Initial Assessment.** Beginning January 1, 2000, the annual assessment shall be \$480.00 (\$180.00 Homeowner's Fee - \$300.00 Pool/Tennis Regime Fee) per lot. The assessment shall be pro-rated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each calendar year.

2. **Subsequent assessments.** From and after January 1, 2000, the annual assessment may be increased by vote of the members.

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3. **Liens.** The Developer 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 attorneys fees.

ARTICLE V

General Provisions

1. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Committee or the Association, of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending December 31, 2025, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

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

records of the Developer, the Committee or the Association at the time of such mailing.

3. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

5. **Subject Property.** The provisions hereof shall apply to all property described in Exhibit A, known as River Falls Plantation, Phase VII Section A1, (River Falls Common) and only to such property. They shall in no way affect or restrict any other property formerly, currently or subsequently owned by Southern Fairway Development, Inc. or of River Falls Plantation Golf, Inc., their respective successors and assigns, or formerly, currently or subsequently owned by any shareholder of Southern Fairway Development, Inc. or River Falls Plantation Golf, Inc., unless expressly made subject hereto in writing recorded in the same office as this document.

THIS DOCUMENT
MARGINAL
FOR IMAGING

DEED 72 H PG 008

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 hereinabove mentioned.

In the Presence of:

RIVER FALLS PLANTATION GOLF, INC.
(DEVELOPER)

[Signature]

BY: Ben M. Gramling II
Ben M. Gramling, II, President

Patry Williams

BY: Arthur F. Cleveland II
Arthur F. Cleveland, II, Secretary

[Signature]
[Signature]

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within River Falls Plantation Golf, Inc., by and through its duly authorized agent, sign, seal and as his 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 11th
day of July, 2000.

[Signature]

Betty C Caldwell
Notary Public for South Carolina
My Commission Expires: 10-27-2007

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THIS DOCUMENT
MARGINAL
FOR IMAGING

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 hereinabove mentioned.

In the Presence of:

[Signature]

[Signature]

Margaret S Berry
MARGARET S. BERRY
By Charles P. Berry, Her Attorney in Fact
Under Power of Attorney Recorded in
Deed Book 54-V at Page 355 in the Office
of the Register of Deeds for Spartanburg
County.

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within, by and through her duly authorized agent, sign, seal and as his 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 11th
day of July, 2000.

Betty C Caldwell
Notary Public for South Carolina
My Commission Expires: 10-27-2007

[Signature]

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EXHIBIT "A"

Description for Phase VII Section A1

ALL THAT certain piece, parcel or tract of land, including all lots created therein in the Duncan community of Spartanburg County, State of South Carolina as shown upon survey and plat prepared for River Falls Plantation Phase VII Section A1 prepared by Gramling Brothers, Inc., Surveying, dated May 26, 2000 and recorded in Plat Book 147 at Page 977 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plat and record thereof.