

DEED 73--S PG 818

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

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RMC
SPARTANBURG CODECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF ROBERTS MEADOWS
PHASE THREE

THIS DECLARATION is made this 12th day of April, 2001, by the ESTATE OF GUY T. ROBERTS (hereinafter referred to as "Developer") and ARTHUR STATE BANK, AS SUCCESSOR TRUSTEE UNDER THE WILL OF GUY TURNER ROBERTS, DECEASED (hereinafter referred to collectively as "Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the owner of all of the lots of land in Spartanburg County, South Carolina, located off of Fernwood-Glendale Road in Spartanburg, South Carolina, and more particularly shown and described upon a plat entitled Roberts Meadows, Phase 3 dated February 7, 2001 and recorded in Plat Book 150 at page 70 in the RMC Office of Spartanburg County, South Carolina; and

WHEREAS, Roberts Meadows will be a residential community, and the Declarant desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Roberts Meadows as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Roberts Meadows; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the benefits and advantages to the Declarant and to future property owners of lots shown on the above plat, Declarant does hereby impose upon Roberts Meadows the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Declarant, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. **DEFINITION.** The following words when used herein (unless the context shall require a different meaning) shall have the following meanings;

A. "Subdivision" shall mean and refer to all of the lots and property shown upon plat of "Roberts Meadows" referred to above and upon any subsequent plat prepared for the Developer, recorded in the RMC Office of Spartanburg County and reference to any amendment or notification to this instrument.

B. "Common Properties" shall mean and refer to as all lands not platted as lots and or public rights of way to be maintained as a landscaped area within Roberts Meadows, together with all street lights, sprinkler systems, street signs, entrance signs, landscaping, and water meters located within such area.

C. "Developer" shall mean and refer to Estate of Guy T. Roberts.

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D. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon the above-referenced plat of Roberts Meadows prepared for the Developer, recorded in the RMC Office of Spartanburg County and referenced in this instrument or any amendment or notification thereto.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Roberts Meadows, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

2. **SINGLE FAMILY RESIDENTIAL USE.** No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed 2 1/2 stories in height and, if approved in advance in writing, a private detached garage or a hobby-type/storage building.

3. **SUBDIVISION OF LOTS.** Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot.

4. **MINIMUM HEATED AREA.** No dwelling shall be erected on any lot having less than two (2) bathrooms and no less than fifteen hundred (1500) square feet of heated floor area, provided that the plans include a garage. If the plans do not include a garage, then the dwelling shall contain a minimum of sixteen hundred (1600) square feet of heated floor area. If the dwelling has a second story, the first floor must have no less than eleven hundred (1100) square feet of heated floor area. The floor area required by this article shall not include basements, porches, verandas, breezeways, terraces, garages, or hobby-type/storage building. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to the minimum heated area requirements on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

5. **BUILDING SETBACK LINES.** No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of Roberts Meadows referred to in the deed to such lot from Developer, nor nearer than three (3) feet to any side lot property line. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions on a lot, but such waiver must

be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

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6. **SEWER EASEMENTS.** Certain lots are subject to an easement and right-of-way for sanitary sewer purposes. The total width of the sewer easement is twenty-five (25') feet, consisting of twelve and one-half (12 1/2') feet on each side of the sewer line and shall be as shown on a plat of Roberts Meadows. Any portion of a lot subject to a sewer easement is for the installation, maintenance and repair of the sanitary sewer line and/or manhole, and no lot owner shall build permanent above-ground improvements upon said easement or do any other act or deed which would interfere with or interrupt the use of the easement for sanitary sewer line purposes.

7. **APPROVAL OF BUILDING PLANS - SPECIAL CONDITIONS.**

A. No building or structure, whether it be the dwelling house, garage or hobby-type building shall be erected, placed or altered on any lot until the building plans, elevations, location, specifications have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within two (2) weeks after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed hobby-type/storage building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or its nominee.

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

C. The front elevation of the dwelling house foundation must be a minimum of six (6") inches above the finished grade of the front yard.

D. No garage shall open to the front of a house unless said garage is enclosed with a door or doors with automatic door opener. Developer reserves the right to grant a waiver or variance to this provision, but only in cases where compliance created an undue hardship as a result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.

E. In the event that substantial construction of a residence on a lot is not commenced by the Owner thereof, excluding the developer, within one (1) year from the date of purchase and closing of said lot from the Developer, the Developer reserves the first option to repurchase the lot at a purchase price equal to ninety (90%) percent of the purchase price paid to the Developer for the lot. If the Developer exercises this option, title to the lot in the reconveyance shall be free and clear of liens and encumbrances. If Developer does not exercise this option by written notice to the owner within thirty (30) days after the expiration of the one year period, the owner may consider the lot free and clear of this option. If the Developer exercises this option, closing of title shall be within thirty (30) days of the date of notice to the owner. The option reserved herein to the Developer shall not render a bona fide mortgage lien invalid and is specifically subordinate to any bona fide mortgage lien.

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8. **PROHIBITED BUILDING MATERIALS.** Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or other structure. No more than fourteen (14%) percent of the exterior of any building may be covered with any type of siding, except that the Developer retains sole discretion to grant a waiver of this restriction.

9. **TRAILERS AND MOBILE HOMES PROHIBITED.** Trailers and mobile homes, including typical double-wide mobile homes, are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot.

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

11. **DEVELOPER'S DISCLAIMER.** DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH MATTER OR ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSIONS, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION.

12. **GENERAL EASEMENTS.** Developer reserves an easement three (3') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Roberts Meadows. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed

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underground to any dwelling or other structure upon a lot.

13. **SEWAGE.** All sewage shall be disposed of through the sanitary sewer collection lines located within the subdivision and owned by the Spartanburg Sanitary Sewer District, and all connections to such lines shall be made only with the written approval of the Spartanburg Sanitary Sewer District in accordance with its rules and regulations.

14. **FENCING.** No wire or metal fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Metal or wooden fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed five (5") feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected beyond the side building setback line shown on the plat above referred to.

15. **BUSINESS ACTIVITIES PROHIBITED.** No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.

16. **NUISANCES AND OFFENSIVE ACTIVITIES.** No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.

17. **PARKING OF BOATS AND RECREATIONS VEHICLES.** No camping trailer, boat, boat trailer or other similar recreational vehicle, motor vehicle, or other device or equipment shall be permitted to stand on the front portion of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Further, no portion of a lot shall be used for the operation of any non-licensed motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

18. **PORTABLE OR METAL BUILDINGS PROHIBITED.** Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot.

19. **SWING SETS.** Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot.

20. **NO TEMPORARY RESIDENCES.** No garage or hobby-type/storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

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21. ANIMALS. No domestic fowl, cows, hogs, mules, horses, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hinderance or nuisance to others.

22. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property.

23. CLOTHESLINES. All clotheslines are specifically prohibited.

24. SCREENING OF YARD EQUIPMENT. Lawn mowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

25. TELEVISION ANTENNA AND SATELLITE DISHES. A standard roof-mounted or chimney-mounted television antenna is permissible, but no other type of antenna, satellite dish or similar device for the transmission or reception of signals of any kind shall be erected or allowed to remain on any lot. If available, the new Direct Broadcasting Satellite (DBS) television system or equivalent technology or system will be allowed, as long as the satellite receiving dish or apparatus does not exceed eighteen (18") inches in diameter and is affixed to the rear of the roof or any eave of the dwelling.

26. COMPLETION OF IMPROVEMENTS. All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

27. COVENANT OF GOOD APPEARANCE AND REPAIR. Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearances of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Roberts Meadows Homeowners Association, Inc., or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 37.I. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

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28. **SIGNS.** No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for development of the property. The portion of Lot 27 labeled "Landscape Area" and a similar portion of Lot 1, as shown on the above-referenced plat shall be exempt from this provision, due to the fact that the subdivision identification sign will be located thereon.

29. **STREET LIGHTS.** If street lighting is installed by the Developer, the cost and expense of operation will be transferred to the Homeowners Association at any time after one (1) year from date hereof.

30. **MAINTENANCE OF STREET RIGHT-OF-WAY.** The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

31. **FUEL TANKS.** All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.

32. **FIREWORKS.** Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer.

33. **MAIL RECEPTACLES.** All mailboxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each owner has the responsibility of keeping same in good repair and appearance.

34. **VOTING RIGHTS.** The Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all those Owners defined in Paragraph 1 (E) with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Paragraph 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

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

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(a) When the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in Class B membership; or

(b) January 1, 2010

35. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

A. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the sole discretion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all of its rights, title and interest in the common properties to the Association not later than December 31, 2002.

B. Restrictions on Common Areas. The parcels of real property included as part of the Common Properties are to be maintained solely as landscaped and/or beautification areas or for identification signs for Roberts Meadows. No other use or improvements are to be made to said real property without the express written permission of the Developer, and Developer expressly reserves easement rights upon these parcels for installation of underground utilities, landscaping or maintenance.

36. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of Assessments. The Developer for each lot owned by it within Roberts Meadows hereby covenants and each owner of any lot by acceptance of a deed to a lot within Roberts Meadows, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments, charges or dues; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the lot owners in Roberts Meadows and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

(1) Expenses for the maintenance, upkeep and improvements of the Common Properties.

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(2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, water usage and other related reasonable and necessary expenses, including expenses for yard maintenance of each finished dwelling.

(3) Maintenance, upkeep, repair and/or replacement of the sprinkler systems within the Common Properties.

(4) For the payment of services for any street lighting undertaken and accepted by the Association.

(5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Roberts Meadows identifying the subdivision, containing street names or other safety signs, if any.

(6) For any other purpose, costs or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these restrictions.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 2000. For the years following January 1, 2000, the annual assessment may be adjusted by vote of the home owners as herein provided. Lots owned by the Developer and or lots with dwellings under construction shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

D. Change in Basis and Maximum of Annual Assessments. Subject to the limitations in Paragraph 36.C above, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Paragraph 36.C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 2000, and on January 1 of each year thereafter. Prior to January 1, 2000 the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under Paragraph 36(A) hereof shall be fixed in the resolution authorizing such assessment.

F. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Paragraph 36.E. above), then such assessments

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shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) from the delinquency date. The Developer may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

G. Lien of Assessments is Subordinate to Recorded Mortgage. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

37. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Developer may assign and/or delegate all or any part of such reserved rights to the Homeowners Association.

38. TERM OF ENFORCEMENT AND AMENDMENTS. These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2030, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Roberts Meadows agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in Roberts Meadows. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the items hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

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39. EFFECT OF COVENANTS AND ENFORCEMENT.

A. Effect of Provisions of These Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Roberts Meadows do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Roberts Meadows is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer and all other owners, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Roberts Meadows;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Roberts Meadows, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer, his respective successors, assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

C. Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against the owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms hereof.

D. Enforcement Remedies. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repairs, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of

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any dwelling or land; (4) to prevent any act, conduct business or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants, "shall", be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party.

40. MISCELLANEOUS.

A. No Waiver. Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

B. Captions. The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

C. Board Authorization. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

E. Savings Clause. If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 12th day of April, 2001.

*Jorge M. M...
Jorge M. M...
Jorge M. M...
Jorge M. M...*

Estate of Guy T. Roberts

By: *Nancy J. Roberts*
Name: Nancy J. Roberts
Title: Personal Representative
As to Lots: _____

Arthur State Bank, As Trustee
under the Will of Guy T. Roberts,
deceased

By: *John B. Baker Jr.*
Title: VICE PRESIDENT
TRUST OFFICER

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STATE OF SOUTH CAROLINA)
) P R O B A T E
 COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Estate of Guy T. Roberts, et al sign, seal and as their act and deed deliver the within written Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 12th
 day of April, 2001.
[Signature] (SEAL)
 NOTARY PUBLIC FOR S.C.
 My Commission Expires:

Teresa M. Messer

STATE OF SOUTH CAROLINA)
) P R O B A T E
 COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Arthur State Bank, Trustee, sign, seal and as its act and deed deliver the within written Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 12th
 day of April, 2001.
[Signature] (SEAL)
 NOTARY PUBLIC FOR S.C.
 My Commission Expires: 7/2/05

Teresa M. Messer

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

RECORDED
RMC
SPARTANBURG, S.C.AMENDED
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
RECORDED IN 71B AT PAGE 292
OF ROBERTS MEADOWS

THIS AMENDED DECLARATION is made this 14 day of SEPTEMBER, 2000, by the ESTATE OF GUY T. ROBERTS (hereinafter referred to as "Developer") and WACHOVIA BANK, N.A., TRUSTEE UNDER THE WILL OF GUY T. ROBERTS, DECEASED (hereinafter referred to collectively as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of all of the lots of land in Spartanburg County, South Carolina, located off of Fernwood-Glendale Road in Spartanburg, South Carolina, and more particularly shown and described upon a plat entitled Roberts Meadows prepared for Developer by Cape Fear Engineering, Inc., RLS, dated March 14, 2000 and recorded in Plat Book 148, Page 659, RMC Office of Spartanburg County, South Carolina; and

WHEREAS, Roberts Meadows will be a residential community, and the Declarant desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Roberts Meadows as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Roberts Meadows; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the benefits and advantages to the Declarant and to future property owners of lots shown on the above plat, Declarant does hereby impose upon Roberts Meadows the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Declarant, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. **DEFINITION.** The following words when used herein (unless the context shall require a different meaning) shall have the following meanings;

A. "Subdivision" shall mean and refer to all of the lots and property shown upon plat of "Roberts Meadows" referred to above and upon any subsequent plat prepared for the Developer, recorded in the RMC Office of Spartanburg County and reference to any amendment or notification to this instrument.

B. "Common Properties" shall mean and refer to as all lands not plated as lots and or public rights of way to be maintained as a landscaped area within Roberts Meadows, together with all street lights, sprinkler systems, street signs, entrance signs, landscaping, and water meters located within such area.

C. "Developer" shall mean and refer to Estate of Guy T. Roberts.

D. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon the above-referenced plat of Roberts Meadows prepared for the Developer, recorded in the RMC Office of Spartanburg County and referenced in this instrument or any amendment or notification thereto.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Roberts Meadows, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgages unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

2. **SINGLE FAMILY RESIDENTIAL USE.** No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed 2 1/2 stories in height and, if approved in advance in writing, a private detached garage or a hobby-type/storage building.

3. **SUBDIVISION OF LOTS.** Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot.

4. **MINIMUM HEATED AREA.** No dwelling shall be erected on any lot having less than two (2) bathrooms and no less than fifteen hundred (1500) square feet of heated floor area, provided that the plans include a garage. If the plans do not include a garage, then the dwelling shall contain a minimum of sixteen hundred (1600) square feet of heated floor area. If the dwelling has a second story, the first floor must have no less than eleven hundred (1100) square feet of heated floor area. The floor area required by this article shall not include basements, porches, verandas, breezeways, terraces, garages, or hobby-type/storage building. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to the minimum heated area requirements on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

5. **BUILDING SETBACK LINES.** No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of Roberts Meadows referred to in the deed to such lot from Developer, nor nearer than three (3) feet to any side lot property line. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions on a lot, but such waiver must

be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

6. SEWER EASEMENTS. Certain lots are subject to an easement and right-of-way for sanitary sewer purposes. The total width of the sewer easement is twenty-five (25') feet, consisting of twelve and one-half (12 1/2') feet on each side of the sewer line and shall be as shown on a plat of Roberts Meadows. Any portion of a lot subject to a sewer easement is for the installation, maintenance and repair of the sanitary sewer line and/or manhole, and no lot owner shall build permanent above-ground improvements upon said easement or do any other act or deed which would interfere with or interrupt the use of the easement for sanitary sewer line purposes.

7. APPROVAL OF BUILDING PLANS - SPECIAL CONDITIONS.

A. No building or structure, whether it be the dwelling house, garage or hobby-type building shall be erected, placed or altered on any lot until the building plans, elevations, location, specifications have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within two (2) weeks after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed hobby-type/storage building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or its nominee.

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

C. The front elevation of the dwelling house foundation must be a minimum of six (6") inches above the finished grade of the front yard.

D. No garage shall open to the front of a house unless said garage is enclosed with a door or doors with automatic door opener. Developer reserves the right to grant a waiver or variance to this provision, but only in cases where compliance created an undue hardship as a result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.

✓ E. In the event that substantial construction of a residence on a lot is not commenced by the Owner thereof, excluding the developer, within one (1) year from the date of purchase and closing of said lot from the Developer, the Developer reserves the first option to repurchase the lot at a purchase price equal to ninety (90%) percent of the purchase price paid to the Developer for the lot. If the Developer exercises this option, title to the lot in the reconveyance shall be free and clear of liens and encumbrances. If Developer does not exercise this option by written notice to the owner within thirty (30) days after the expiration of the one year period, the owner may consider the lot free and clear of this option. If the Developer exercises this option, closing of title shall be within thirty (30) days of the date of notice to the owner. The

option reserved herein to the Developer shall not render a bona fide mortgage lien invalid and is specifically subordinate to any bona fide mortgage lien.

✓ 8. PROHIBITED BUILDING MATERIALS. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or other structure. No more than fourteen (14%) percent of the exterior of any building may be covered with any type of siding, except that the Developer retains sole discretion to grant a waiver of this restriction.

9. TRAILERS AND MOBILE HOMES PROHIBITED. Trailers and mobile homes, including typical double-wide mobile homes, are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot.

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

11. DEVELOPER'S DISCLAIMER. DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH MATTER OR ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSIONS, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION.

12. GENERAL EASEMENTS. Developer reserves an easement three (3') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly

recorded plat of Roberts Meadows. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure upon a lot.

13. **SEWAGE**. All sewage shall be disposed of through the sanitary sewer collection lines located within the subdivision and owned by the Spartanburg Sanitary Sewer District, and all connections to such lines shall be made only with the written approval of the Spartanburg Sanitary Sewer District in accordance with its rules and regulations.

14. **FENCING**. No wire or metal fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Metal or wooden fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed five (5") feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected beyond the side building setback line shown on the plat above referred to.

15. **BUSINESS ACTIVITIES PROHIBITED**. No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.

16. **NUISANCES AND OFFENSIVE ACTIVITIES**. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.

17. **PARKING OF BOATS AND RECREATIONS VEHICLES**. No camping trailer, boat, boat trailer or other similar recreational vehicle, motor vehicle, or other device or equipment shall be permitted to stand on the front portion of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Further, no portion of a lot shall be used for the operation of any non-licensed motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

18. **PORTABLE OR METAL BUILDINGS PROHIBITED**. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot.

19. **SWING SETS**. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot.

20. NO TEMPORARY RESIDENCES. No garage or hobby-type/storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

21. ANIMALS. No domestic fowl, cows, hogs, mules, horses, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hinderance or nuisance to others.

22. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property.

23. CLOTHESLINES. All clotheslines are specifically prohibited.

24. SCREENING OF YARD EQUIPMENT. Lawn mowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

25. TELEVISION ANTENNA AND SATELLITE DISHES. A standard roof-mounted or chimney-mounted television antenna is permissible, but no other type of antenna, satellite dish or similar device for the transmission or reception of signals of any kind shall be erected or allowed to remain on any lot. If available, the new Direct Broadcasting Satellite (DBS) television system or equivalent technology or system will be allowed, as long as the satellite receiving dish or apparatus does not exceed eighteen (18") inches in diameter and is affixed to the rear of the roof or any eave of the dwelling.

26. COMPLETION OF IMPROVEMENTS. All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

27. COVENANT OF GOOD APPEARANCE AND REPAIR. Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearances of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Roberts Meadows Homeowners Association, Inc., or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 37.I. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE

LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

28. SIGNS. No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for development of the property. The portion of Lot 27 labeled "Landscape Area" and a similar portion of Lot 1, as shown on the above-referenced plat shall be exempt from this provision, due to the fact that the subdivision identification sign will be located thereon.

29. STREET LIGHTS. If street lighting is installed by the Developer, the cost and expense of operation will be transferred to the Homeowners Association at any time after one (1) year from date hereof.

30. MAINTENANCE OF STREET RIGHT-OF-WAY. The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

31. FUEL TANKS. All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.

32. FIREWORKS. Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer.

33. MAIL RECEPTACLES. All mailboxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each owner has the responsibility of keeping same in good repair and appearance.

34. VOTING RIGHTS. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all those Owners defined in Paragraph 1 (E) with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Paragraph 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

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

(a) When the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in Class B membership; or

(b) January 1, 2010

35. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

A. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the sole discretion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all of its rights, title and interest in the common properties to the Association not later than December 31, 2002.

B. Restrictions on Common Areas. The parcels of real property included as part of the Common Properties are to be maintained solely as landscaped and/or beautification areas or for identification signs for Roberts Meadows. No other use or improvements are to be made to said real property without the express written permission of the Developer, and Developer expressly reserves easement rights upon these parcels for installation of underground utilities, landscaping or maintenance.

36. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of Assessments. The Developer for each lot owned by it within Roberts Meadows hereby covenants and each owner of any lot by acceptance of a deed to a lot within Roberts Meadows, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments, charges or dues; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the lot owners in Roberts Meadows and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

(1) Expenses for the maintenance, upkeep and improvements of the Common Properties.

(2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, water usage and other related reasonable and necessary expenses, including expenses for yard maintenance of each finished dwelling.

(3) Maintenance, upkeep, repair and/or replacement of the sprinkler systems within the Common Properties.

(4) For the payment of services for any street lighting undertaken and accepted by the Association.

(5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Roberts Meadows identifying the subdivision, containing street names or other safety signs, if any.

(6) For any other purpose, costs or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these restrictions.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 2000. For the years following January 1, 2000, the annual assessment may be adjusted by vote of the home owners as herein provided. Lots owned by the Developer and or lots with dwellings under construction shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

D. Change in Basis and Maximum of Annual Assessments. Subject to the limitations in Paragraph 36.C above, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Paragraph 36.C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 2000, and on January 1 of each year thereafter. Prior to January 1, 2000 the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under Paragraph 36(A) hereof shall be fixed in the resolution authorizing such assessment.

F. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Paragraph 36.E. above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) from the delinquency date. The Developer may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action. 10.80

G. Lien of Assessments is Subordinate to Recorded Mortgage. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

37. **DELEGATION OF DEVELOPER'S RIGHTS.** All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Developer may assign and/or delegate all or any part of such reserved rights to the Homeowners Association.

38. **TERM OF ENFORCEMENT AND AMENDMENTS.** These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2030, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Roberts Meadows agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in Roberts Meadows. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the items hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

39. EFFECT OF COVENANTS AND ENFORCEMENT.

A. Effect of Provisions of These Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Roberts Meadows do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Roberts Meadows is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer and all other owners, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Roberts Meadows;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Roberts Meadows, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer, his respective successors, assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

C. Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against the owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms hereof.

D. Enforcement Remedies. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repairs, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct business or use which is in breach

or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct business or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants, "shall", be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party.

40. MISCELLANEOUS.

A. No Waiver. Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

B. Captions. The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

C. Board Authorization. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

E. Savings Clause. If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 17th day of November, 1999.

[Handwritten signatures of two individuals, likely the undersigned, over lines.]

Estate of Guy T. Roberts

By: *[Handwritten signature]*

Name: NANCY S. ROBERTS

Title: S.S.

As to Lots: _____

Wachovia Bank, N.A., As Trustee
under the Will of Guy T. Roberts,
deceased

By: *[Handwritten signature]*

Title: VICE PRESIDENT

TRUST OFFICER

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 14th day of September, 2000.

Lorosa M. Messer
Laurie M. Parris
Lorosa M. Messer
A. K. Smith

Estate of Guy T. Roberts

By: [Signature]

Name: Wachovia Bank, N.A.

Title: Trustee

As to Lots:

Wachovia Bank, N.A., As Trustee
 under the Will of Guy T. Roberts,
 deceased

By: [Signature]
 Title: VICE PRESIDENT & TRUST
OFFICER

STATE OF SOUTH CAROLINA)
) PROBATE
 COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Estate of Guy T. Roberts, et al sign, seal and as their act and deed deliver the within written Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 14
 day of September, 2000.

Lorosa M. Messer

[Signature] (SEAL)
 NOTARY PUBLIC FOR S.C.
 My Commission Expires: 7/24/05

STATE OF SOUTH CAROLINA)
) PROBATE
 COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Wachovia Bank, N.A., Trustee, sign, seal and as its act and deed deliver the within written Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 14
 day of September, 2000.

Lorosa M. Messer

[Signature] (SEAL)
 NOTARY PUBLIC FOR S.C.
 My Commission Expires:

C:ROBERTSMEADOWS.RES

4-22-2002

KCH & FDH REC'D THIS COPY
 12/06/2004 FROM DAVID G.
 WHITE, ATTORNEY

[Signature]

RECORDED

DEED 72-M PG 707

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STATE OF SOUTH CAROLINA

AMENDED

COUNTY OF SPARTANBURG

RMC
SPARTANBURG, S.C.DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
RECORDED IN 71B AT PAGE 292
OF ROBERTS MEADOWS

THIS AMENDED DECLARATION is made this 15 day of ^{Aug} ~~June~~, 2000, by the ESTATE OF GUY T. ROBERTS (hereinafter referred to as "Developer") and WACHOVIA BANK, N.A., TRUSTEE UNDER THE WILL OF GUY T. ROBERTS, DECEASED (hereinafter referred to collectively as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of all of the lots of land in Spartanburg County, South Carolina, located off of Fernwood-Glendale Road in Spartanburg, South Carolina, and more particularly shown and described upon a plat entitled Roberts Meadows prepared for Developer by Cape Fear Engineering, Inc., RLS, dated November 16, 1999 and recorded in Plat Book 146, Page 351, RMC Office of Spartanburg County, South Carolina; and

WHEREAS, Roberts Meadows will be a residential community, and the Declarant desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Roberts Meadows as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Roberts Meadows; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the benefits and advantages to the Declarant and to future property owners of lots shown on the above plat, Declarant does hereby impose upon Roberts Meadows the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Declarant, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. **DEFINITION.** The following words when used herein (unless the context shall require a different meaning) shall have the following meanings:

A. "Subdivision" shall mean and refer to all of the lots and property shown upon a plat for subdivision prepared by a duly licensed professional engineer and recorded in the Office of Spartanburg County and

as all lands not shown upon a plat for subdivision prepared by a duly licensed professional engineer and recorded in the Office of Spartanburg County and

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C. "Developer" shall mean and refer to Estate of Guy T. Roberts.

D. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon the above-referenced plat of Roberts Meadows prepared for the Developer, recorded in the RMC Office of Spartanburg County and referenced in this instrument or any amendment or notification thereto.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Roberts Meadows, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgages unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

2. SINGLE FAMILY RESIDENTIAL USE. No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed 2 1/2 stories in height and, if approved in advance in writing, a private detached garage or a hobby-type/storage building.

3. SUBDIVISION OF LOTS. Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot.

4. MINIMUM HEATED AREA. No dwelling shall be erected on any lot having less than two (2) bathrooms and no less than fifteen hundred (1500) square feet of heated floor area, provided that the plans include a garage. If the plans do not include a garage, then the dwelling shall contain a minimum of sixteen hundred (1600) square feet of heated floor area. If the dwelling has a second story, the first floor must have no less than eleven hundred (1100) square feet of heated floor area. The floor area required by this article shall not include basements, porches, verandas, breezeways, terraces, garages, or hobby-type/storage building. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to the minimum heated area requirements on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

5. BUILDING SETBACK LINES. No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of Roberts Meadows referred to in the deed to such lot from Developer, nor nearer than three (3) feet to any side lot property line. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to give a waiver to any setback restrictions on a lot, but such waiver must

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be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

6. SEWER EASEMENTS. Certain lots are subject to an easement and right-of-way for sanitary sewer purposes. The total width of the sewer easement is twenty-five (25') feet, consisting of twelve and one-half (12 1/2') feet on each side of the sewer line and shall be as shown on a plat of Roberts Meadows. Any portion of a lot subject to a sewer easement is for the installation, maintenance and repair of the sanitary sewer line and/or manhole, and no lot owner shall build permanent above-ground improvements upon said easement or do any other act or deed which would interfere with or interrupt the use of the easement for sanitary sewer line purposes.

7. APPROVAL OF BUILDING PLANS - SPECIAL CONDITIONS.

A. No building or structure, whether it be the dwelling house, garage or hobby-type building shall be erected, placed or altered on any lot until the building plans, elevations, location, specifications have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within two (2) weeks after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed hobby-type/storage building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or its nominee.

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

C. The front elevation of the dwelling house foundation must be a minimum of six (6") inches above the finished grade of the front yard.

D. No garage shall open to the front of a house unless said garage is enclosed with a door or doors with automatic door opener. Developer reserves the right to grant a waiver or variance to this provision, but only in cases where compliance created an undue hardship as a result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.

E. In the event that substantial construction of a residence on a lot is not commenced by the Owner thereof, excluding the developer, within one (1) year from the date of purchase and closing of said lot from the Developer, the Developer reserves the first option to repurchase the lot at a purchase price equal to ninety (90%) percent of the purchase price paid to the Developer for the lot. If the Developer exercises this option, title to the lot in the reconveyance shall be free and clear of liens and encumbrances. If Developer does not exercise this option by written notice to the owner within thirty (30) days after the expiration of the one year period, the owner may consider the lot free and clear of this option. If the Developer exercises this option, closing of title shall be within thirty (30) days of the date of notice to the owner. The

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option reserved herein to the Developer shall not render a bona fide mortgage lien invalid and is specifically subordinate to any bona fide mortgage lien.

8. **PROHIBITED BUILDING MATERIALS.** Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or other structure. No more than fourteen (14%) percent of the exterior of any building may be covered with any type of siding, except that the Developer retains sole discretion to grant a waiver of this restriction.

9. **TRAILERS AND MOBILE HOMES PROHIBITED.** Trailers and mobile homes, including typical double-wide mobile homes, are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot.

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

11. **DEVELOPER'S DISCLAIMER.** DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH MATTER OR ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSIONS, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION.

12. **GENERAL EASEMENTS.** Developer reserves an easement three (3') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly

DEED 72-M PG 711

recorded plat of Roberts Meadows. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure upon a lot.

13. SEWAGE. All sewage shall be disposed of through the sanitary sewer collection lines located within the subdivision and owned by the Spartanburg Sanitary Sewer District, and all connections to such lines shall be made only with the written approval of the Spartanburg Sanitary Sewer District in accordance with its rules and regulations.

14. FENCING. No wire or metal fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Metal or wooden fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed five (5') feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected beyond the side building setback line shown on the plat above referred to.

15. BUSINESS ACTIVITIES PROHIBITED. No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.

16. NUISANCES AND OFFENSIVE ACTIVITIES. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.

17. PARKING OF BOATS AND RECREATIONS VEHICLES. No camping trailer, boat, boat trailer or other similar recreational vehicle, motor vehicle, or other device or equipment shall be permitted to stand on the front portion of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Further, no portion of a lot shall be used for the operation of any non-licensed motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

18. PORTABLE OR METAL BUILDINGS PROHIBITED. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot.

19. SWING SETS. Swing sets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot.

20. NO TEMPORARY RESIDENCES. No garage or hobby-type/storage building

DEED 72-M PG 712

shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

21. ANIMALS. No domestic fowl, cows, hogs, mules, horses, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hinderance or nuisance to others.

22. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property.

23. CLOTHESLINES. All clotheslines are specifically prohibited.

24. SCREENING OF YARD EQUIPMENT. Lawn mowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

25. TELEVISION ANTENNA AND SATELLITE DISHES. A standard roof-mounted or chimney-mounted television antenna is permissible, but no other type of antenna, satellite dish or similar device for the transmission or reception of signals of any kind shall be erected or allowed to remain on any lot. If available, the new Direct Broadcasting Satellite (DBS) television system or equivalent technology or system will be allowed, as long as the satellite receiving dish or apparatus does not exceed eighteen (18") inches in diameter and is affixed to the rear of the roof or any eave of the dwelling.

26. COMPLETION OF IMPROVEMENTS. All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

27. COVENANT OF GOOD APPEARANCE AND REPAIR. Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearances of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Roberts Meadows Homeowners Association, Inc., or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 37.L. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-

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NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

28. **SIGNS.** No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for development of the property. The portion of Lot 27 labeled "Landscape Area" and a similar portion of Lot 1, as shown on the above-referenced plat shall be exempt from this provision, due to the fact that the subdivision identification sign will be located thereon.

29. **STREET LIGHTS.** If street lighting is installed by the Developer, the cost and expense of operation will be transferred to the Homeowners Association at any time after one (1) year from date hereof.

30. **MAINTENANCE OF STREET RIGHT-OF-WAY.** The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

31. **FUEL TANKS.** All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.

32. **FIREWORKS.** Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer.

33. **MAIL RECEPTACLES.** All mailboxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each owner has the responsibility of keeping same in good repair and appearance.

34. **VOTING RIGHTS.** The Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all those Owners defined in Paragraph 1 (E) with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Paragraph 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be

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converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in Class B membership; or

(b) January 1, 2010

35. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

A. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the sole discretion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all of its rights, title and interest in the common properties to the Association not later than December 31, 2002.

B. Restrictions on Common Areas. The parcels of real property included as part of the Common Properties are to be maintained solely as landscaped and/or beautification areas or for identification signs for Roberts Meadows. No other use or improvements are to be made to said real property without the express written permission of the Developer, and Developer expressly reserves easement rights upon these parcels for installation of underground utilities, landscaping or maintenance.

36. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of Assessments. The Developer for each lot owned by it within Roberts Meadows hereby covenants and each owner of any lot by acceptance of a deed to a lot within Roberts Meadows, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments, charges or dues; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the lot owners in Roberts Meadows and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

(1) Expenses for the maintenance, upkeep and improvements of the Common Properties.

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(2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, water usage and other related reasonable and necessary expenses, including expenses for yard maintenance of each finished dwelling.

(3) Maintenance, upkeep, repair and/or replacement of the sprinkler systems within the Common Properties.

(4) For the payment of services for any street lighting undertaken and accepted by the Association.

(5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Roberts Meadows identifying the subdivision, containing street names or other safety signs, if any.

(6) For any other purpose, costs or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these restrictions.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 2000. For the years following January 1, 2000, the annual assessment may be adjusted by vote of the home owners as herein provided. Lots owned by the Developer and or lots with dwellings under construction shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

D. Change in Basis and Maximum of Annual Assessments. Subject to the limitations in Paragraph 36.C above, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Paragraph 36.C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 2000, and on January 1 of each year thereafter. Prior to January 1, 2000 the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under Paragraph 36(A) hereof shall be fixed in the resolution authorizing such assessment.

F. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date

DEED 72-M PG 716

when due (being the date specified in Paragraph 36.E. above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) from the delinquency date. The Developer may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

G. Lien of Assessments is Subordinate to Recorded Mortgage. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

37. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Developer may assign and/or delegate all or any part of such reserved rights to the Homeowners Association.

38. TERM OF ENFORCEMENT AND AMENDMENTS. These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2030, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Roberts Meadows agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in Roberts Meadows. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the items hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

39. EFFECT OF COVENANTS AND ENFORCEMENT.

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A. Effect of Provisions of These Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Roberts Meadows do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Roberts Meadows is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer and all other owners, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Roberts Meadows;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Roberts Meadows, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer, his respective successors, assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

C. Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against the owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms hereof.

D. Enforcement Remedies. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repairs, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct business or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants, "shall", be performed. Any action in equity hereunder for the enforcement

DEED 72-M PG 718

hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party.

40. MISCELLANEOUS.

A. No Waiver. Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

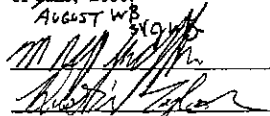
B. Captions. The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

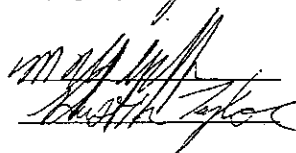
C. Board Authorization. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

E. Savings Clause. If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

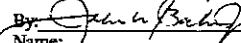
IN WITNESS WHEREOF, the undersigned has set its hand and seal this 5TH day of June, 2000.

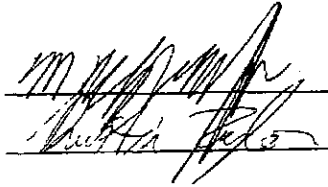
August 18, 2000




Estate of Guy T. Roberts

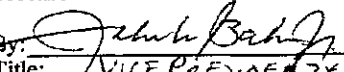
By: 
 Name: _____
 Title: _____
 As to Lots: _____

WACHS BANK, AS AGENT FOR
 By:  PERSONAL REPRESENTATIVE
 Name: _____
 Title: VICE-PRESIDENT & TRUST OFFICER
 As to Lots: _____

A handwritten signature in dark ink, appearing to be "Guy T. Roberts", written over a horizontal line.

DEED 72-M PG 720

Wachovia Bank, N.A., As Trustee
under the Will of Guy T. Roberts,
deceased

By: 
Title: VICE PRESIDENT
TRUST OFFICER

C:ROBERTSMEADOWS.RES

DEED 72-M PG 721

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Guy T. Roberts, et al sign, seal and as their act and deed deliver the within written Deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 15th
day of August, 2000.

Teresa M. Mason
Notary Public for S.C.
My Commission Expires: 2/24/07

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Grifite Corporation sign, seal and as its act and deed deliver the within written Deed and that (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to before me this 15th
day of August, 2000.

Teresa M. Mason
Notary Public for S.C.
My Commission Expires: 2/24/07



BY-LAWS
of
ROBERTS MEADOWS HOMEOWNER'S ASSOCIATION, INC.
As amended and approved by membership – February 12, 2013

Article I. Name, Office, and Stock

- Section 1. The name of this Corporation is Roberts Meadows Homeowner's Association, Inc. (the "Corporation").
- Section 2. The principal office of the Corporation shall be located at 416 Savanna Plains Drive, Spartanburg, SC, 29307 or at such other place as the director of the Corporation may hereinafter designate.
- Section 3. The Corporation shall be a non-profit Corporation and shall issue no stock of ownership.

Article II. Purposes and Objectives

- Section 1. The powers of the Corporation are set forth herein in accordance with the provisions of Chapter 31, Title 33 of the South Carolina Code of Laws of 1976.
- Section 2. The Corporation is not organized for profit, the insurance of life, health, accident or property insurance, or participation in any political campaign either for or against any candidate for public office.
- Section 3. The purposes of the organization include the following: to own the Common Properties of Roberts Meadows (as defined in the Restrictions referenced below, to enforce certain covenants, restrictions and liens of Roberts Meadows for the benefit of the homeowners therein and to take any and all such other actions of the Roberts Meadows as the homeowners may direct; to include without limitation, the collection of membership assessments for lighting, maintenance and other subdivision amenities.
- Section 4. All provisions of the declaration of protective covenants, conditions, restrictions and easements of Roberts Meadows listed on **Exhibit A** attached hereto (the "Restrictions") are incorporated herein by reference and any conflict between the provisions contained in these By-Laws and the provisions specifically included in said Restrictions for Roberts Meadows as amended shall be resolved by giving precedence and effect to the provisions contained in the Restrictions rather than those conflicting provisions contained in these By-Laws.

Article III. Seal

- Section 1. The seal of the Corporation, if any, shall have inscribed on it the name of the Corporation, the year of the incorporation, and the words Anon-profit Corporation.
- Section 2. The President of the Corporation shall have custody of the seal.
- Section 3. The seal or a facsimile may be used by causing it to be impressed, affixed, reproduced or otherwise as required by the duties of the secretary or as requested by the president of the Board of Directors.

Article IV. Fiscal Year

- Section 1. The fiscal year of the Corporation shall begin the first (1st) day of January and end the last day of December of each year.

Article V. Income, Assets, and Property

- Section 1. The Corporation shall conduct its business without financial profit to itself or its members.
- Section 2. No member, officer, or director of the Corporation shall receive any payment or compensation except as a reasonable allowance for actual expenditures or services rendered on its behalf.
- Section 3. The income, assets and property (if any) of the Corporation shall be used at the discretion of the President and Board of Directors solely to serve the stated purposes of the Corporation and without profit to any of its members as such.
- Section 4. The net assets of the Corporation, in the event of its liquidation or dissolution, shall be distributed only to such organization or organizations as have substantially the same purpose as Roberts Meadows Homeowners Association, Inc., or if no such organization exists the net assets shall be distributed prorate among the members of the Corporation on the date of dissolution after satisfying all obligations of the Corporation in accordance with South Carolina law.

Article VI. Membership

- Section 1. Membership in the Corporation shall consist of all record owners, whether one or more persons or entities of fee simple title to any lot within Roberts Meadows as shown on those plats of Roberts Meadows listed on **Exhibit B** attached hereto and meet all other lawful qualifications as maybe determined from time to time by the Board of Directors consistent with the Restrictions for Roberts Meadows. Unless otherwise defined in these By-Laws, capitalized terms shall have the same meaning as used in the Restrictions.

Section 2. Membership in the Corporation shall not be denied to any person because of sex, race, religion or national origin.

Section 3. Membership in the Corporation shall entitle a person to hold elective office and to participate in the Corporation's general meetings and activities.

Article VII. Meetings of Members

Section 1. The general meetings of the members of the Corporation shall be held at a time designated by the President and decided upon by a majority vote of the Board of Directors.

Section 2. Members shall receive at least five (5) days notice of a general meeting stating the place and time it is to be held. Members may waive such notice.

Section 3. Special meetings of the members of the Corporation may be called at any time by the action of the President and Board of Directors upon two (2) days notice to each member. Members may waive such notice.

Section 4. A quorum at the meetings of the Corporation shall consist of ten percent (10%) of the members entitled to vote at a meeting. The affirmative vote of a majority of members present at a meeting (or by written proxy) and entitled to vote shall be required to approve every proposal submitted at a duly called meeting. The voting rights of each member shall be as set forth in the Restrictions for Roberts Meadows.

Section 5. A duly called meeting of the membership shall be required to approve the establishment of a membership assessment, the increase of a membership assessment, the Corporation incurring indebtedness and the amendment or modification of the Restrictions. In such event, the meeting notice shall also include a description of the issues to be submitted to the membership at the meeting for consideration.

Article VIII. Board of Directors

Section 1. The Board of Directors shall at all times consist of a minimum of three (3) Directors and shall be elected by the members as follows:

(a) Qualifications of Board Membership.

A nominee for Board Membership shall as of the day of election:

1. be an "owner" as defined in Paragraph 1E of the Declaration of Protective Covenants (dated November 17, 1999), or the spouse of such an "owner" with the intent of remaining an "owner" for the term of office;
2. be a full time (more than 9 months per year) resident of Roberts Meadows, with the intent of remaining a resident for the term of office;
3. be current in payments as defined in Paragraphs 36.A (1) and 36.A (2) of the Declaration of Protective Covenants. (dated November 17, 1999).

(b) Nomination.

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual

meeting. The Nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to such annual meeting of the members to serve their respective terms (See Article VII, Section 5). The Nominating Committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not fewer than the number of vacancies that are to be filled. Such nominations must be made from among the members of the Association.

(c) Election.

Election of the Board of Directors shall be by secret ballot. At such elections the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

- Section 2. The Board of Directors shall have full power to govern the affairs and property (if any) of the Corporation subject to the By-Laws and the appropriate provisions of state and federal law.
- Section 3. The Board of Directors, pursuant to its powers, may exercise its prerogative to:
- a) determine the location of corporate offices;
 - b) adopt, make and use a corporate seal;
 - c) decide questions of membership;
 - d) select or remove the officers and agents of the Corporation;
 - e) appoint committees and appraise their recommendations and actions;
 - f) own, sell, mortgage, lease or otherwise dispose of any real or personal property owned by the Corporation;
 - g) make such rules, regulations and decisions as they may deem advisable for the efficient conduct of the Corporation; to include the right to enforce the Restrictions against those members who may be in violation of the same.
- Section 4. The Board of Directors shall be composed of the officers of the Corporation, the immediate past President of the Corporation, and such other members as may wish to serve.
- Section 5. Election of Board Members shall occur at each annual meeting of the membership. The terms of Directors shall be staggered. Initial Board members shall serve staggered terms of one, two and three years. Thereafter, Board members shall serve three-year terms with approximately one-third of the Directors elected at each annual meeting. Each Director shall hold office until the annual meeting when his/her term expires and until his/her successor has been elected and qualified.
- Section 6. A member of the Board of Directors may be removed from office because of misconduct, dereliction of duty, or failure to maintain membership in the Corporation. Such removal shall be by majority vote of the members present at any regular meeting when written notice specifying the reasons for removal has been sent to the challenged director at least one (1) month in advance.

Article IX. Meetings of the Board

- Section 1. Meetings of the Board of Directors shall be held at least annually and preferably during each quarter of the fiscal year at the time designated by the President, subject to the approval of a majority of the members of the Board.
- Section 2. Members of the Board of Directors shall be given notice of a regular or special meeting at least three (3) days in advance by the Secretary of the Corporation.
- Section 3. Special meetings of the Board of Directors may be called at any time for any reasonable purpose by the President; or, if he is incapacitated or absent from the state, by anyone duly acting in his stead.
- Section 4. Meetings of the Board of Directors must have a quorum of one-half of the number of board members in order to conduct business, and each member of the Board shall be entitled to one vote on every proposal submitted for consideration at a meeting. A majority of directors voting at a meeting shall be required to approve any and all proposals submitted for consideration.
- Section 5. The President of the Corporation shall preside at meetings of the Board of Directors; or if he is not present, the presiding officer shall be the Vice President or Secretary respectively.

Article X. Corporate Officers

- Section 1. The officers of the Corporation shall be a President, Vice President, a Secretary and a Treasurer and such others as may be determined by the Board of Directors.
- Section 2. The officers of the Corporation shall be elected by the Board of Directors and shall serve in succession. One person may hold more than one office.
- Section 3. The Board of Directors may remove any officer or Board Member for misconduct, dereliction of duty, failure to maintain membership in the Corporation, or any other reason which in the opinion of the Board of Directors is sufficient for removal of an officer.
- Section 4. A vacancy in any office shall be filled for the balance of the term by a majority vote of the Board at the first regular meeting after it occurs.

Article XI. Duties of Officers

- Section 1. The **President** shall be the chief executive officer of the Corporation. He shall call and preside at meetings of the members and Board of Directors, shall be an ex officio member of all committees, and shall nominate the members and chairmen of such committees for President of a Corporation including responsibility for planning, supervising and directing the program and operations of the duties as may be prescribed by the Board of Directors,. He shall to the fullest extent possible share his duties and authorities with the Vice President, but in matters of disagreement the opinion of the President shall prevail.

In all cases prior to making the commitment or purchase, the President shall obtain the approval of the Board of Directors for any proposal estimated to cost in excess of \$500. The Board of Directors, by majority vote, the President not voting, may from time to time adjust this amount. The President may with the concurrence of the Board of Directors, delegate, in writing, all or a portion of his or her authority to other officers of the Corporation.

Section 2. The **Vice President** shall exercise the powers and perform the duties of the President in the absence or disability of the latter and shall have such powers and duties as may be prescribed for him by the President or Board of Directors. He shall consult with the President to the fullest extent possible and work with him to carry out such duties and responsibilities as the President requests.

Section 3. The **Secretary** shall keep minutes of the meetings of the members and Board of Directors and shall have general supervision of the records of the Corporation. He shall serve all notices and make all reports required by law and the By-Laws, and shall sign all papers of the Corporation as he may be authorized or directed to do by the President or Board of Directors. He shall keep a proper membership record showing the name, address, and telephone number of each member of the Corporation and shall perform such other duties as may be required by the President or Board of Directors. He shall turn over to his successor all records and property belonging to the Corporation as he may have in his possession.

Section 4. The **Treasurer** shall have general supervision of the financial records and transactions of the Corporation. He shall maintain the credit and bank accounts of the Corporation, a regular record of income and expenditures, and a regular record of the contributions and payment of dues. He shall make a financial report at the regular meetings of the Board of Directors and shall make and maintain a written annual financial report at the regular meetings of the Board of Directors and shall make and maintain a written financial report for the Corporation on February 15 of each fiscal year. He shall file or cause to be filed the state and federal tax returns of the Corporation at the appropriate time each year and shall maintain a copy of the tax returns, the Articles of Incorporation, state and federal tax determination letters and postal permits. He shall assure the payment of bills and reimbursements of expenses authorized by the President of the Board of Directors on a regular monthly basis, and shall secure prices and make purchases at the request of the President or Board of Directors. He shall make the necessary applications for grants, and shall assist the President in preparing the budget of the Corporation each year for proposal to the Board of Directors. He shall perform such other duties as may be requested by the President or the Board of Directors and shall turn over to his successor all records and property of the Corporation as he may have in his possession.

Article XII. Limitation of Liability and Indemnification

Section 1. The Corporation, its directors, officers and members shall not be liable to members, property owners, their lessees, invitees and guests, or to any other person or entity for any damage or injury which results from any rule or regulation promulgated pursuant to these By-Laws or the said Restrictions in good faith and with reasonable care. Nor shall they be liable to the aforesaid persons for any personal injury or property damage or other incidental

EXHIBIT A

Restrictions for Roberts Meadows

1. DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF ROBERTS MEADOWS dated November 17, 1999 and recorded in Deed Book 71-B at Page 292. (Phase 1)
2. AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED IN 71B AT PAGE 292 OF ROBERTS MEADOWS dated August 15, 2000 and recorded in Deed Book 72-M at Page 707. (Phase 1)
3. AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED IN 71B AT PAGE 292 OF ROBERTS MEADOWS dated September 14, 2000 and recorded in Deed Book 72-S at Page 1. (Phase 2)
4. DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF ROBERTS MEADOWS PHASE THREE dated April 12, 2001 and recorded in Deed Book 73-S at Page 818. (Phase 3)
5. DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF ROBERTS MEADOWS (Phase 4) dated _____, 2009 and recorded in Deed Book _____ at Page _____.

EXHIBIT B

Roberts Meadows

1. Any and all lots of land in Spartanburg County, South Carolina, located off of Fernwood-Glendale Road in Spartanburg, South Carolina, and more particularly shown and described upon a plat entitled Phase 1 of Roberts Meadows prepared for Wachovia Bank, N.A. by Cape Fear Engineering, Inc., RLS, dated November 16, 1999 and recorded in Plat Book 146 at Page 351.
2. Any and all lots of land in Spartanburg County, South Carolina, located off of Fernwood-Glendale Road in Spartanburg, South Carolina, and more particularly shown and described upon a plat entitled Phase 2 of Roberts Meadows prepared for Wachovia Bank, N.A. by Cape Fear Engineering, Inc., RLS, dated March 14, 2000 and recorded in Plat Book 148 at Page 659.
3. Any and all lots of land in Spartanburg County, South Carolina, located off of Fernwood-Glendale Road in Spartanburg, South Carolina, and more particularly shown and described upon a plat entitled Phase 3 of Roberts Meadows prepared for Arthur State Bank by Cape Fear Engineering, Inc., RLS, dated February 7, 2001 and recorded in Plat Book 150 at Page 70.
4. Any and all lots of land and common areas located on the northern side Fernwood-Glendale Road and the southeastern side of Sloans Grove Road, County of Spartanburg, State of South Carolina, being more particularly shown on a plat of survey of Roberts Meadows, Phase 4, by Loe E. Mitchell, P.L.S., dated August 6, 2007, and recorded in Plat Book 162 at Page 208.

or consequential damages occasioned by any non-negligent act or omission in the inspection, repair or maintenance of any site improvements or portion thereof. The Corporation shall indemnify and hold harmless its agents, officers and directors from all liability, loss, cost, damage and expense, including attorney's fees, arising or growing out of any and all operations and activities of the Corporation.

Article XIII. Amendments

Section

1. The By-Laws of the Corporation may be amended, revised or repealed by a majority vote of the members of the Corporation present at any regular or special meeting duly called for that purpose if notice has been given pursuant to Article VII hereof and the amendments to be considered sent to the Members of the Corporation at least ten (10) days in advance.

ROBERTS MEADOWS HOMEOWNERS ASSOCIATION, INC.

APPROVED BY THE MEMBERSHIP AT LARGE ON February 12, 2013

SECRETARY Cynthia Hicks

Date: 2-12-13

PRESIDENT Harold Joth

Date: 2/12/13