

RECORDED

DEED 72-R PG 501

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG00 SEP 14 PM 4:30
R M C)
SPARTANBURG, S.C.AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amended Declaration") is made this 22nd day of August, 2000 by the undersigned Owners (hereinafter defined), Heartwood Place Homeowners Association (the "Association"), and Charles L. Satterfield (the "Developer").

WITNESSETH:

WHEREAS, Developer adopted those certain Restrictive Covenants of Heartwood Place at the Meadows dated April 12, 1995 and recorded August 30, 1995 in Plat Book 129, at Page 7170, in the Office of the Register of Deeds for Spartanburg County (the "Declaration"); and see original recorded in Deed Book 63E, Page 340;

WHEREAS, in furtherance of said action, the undersigned, being the owners of more than 75% of the Lots in Heartwood Place at the Meadows, have adopted this Amended Declaration,

NOW, THEREFORE, the undersigned hereby declare that the Declaration shall be amended and restated, and as amended and restated shall read as follows:

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to HEARTWOOD PLACE HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Board of Directors" or "Board" means the group of persons elected, who are authorized and directed to manage and operate the affairs of the Association and Common Area as provided by this Amended Declaration and the Bylaws.

Section 3. "Bylaws" means the bylaws for the government of the Association as amended from time to time as therein provided.

Section 4. "Common Area" shall mean and refer to the real property and the improvements thereon, including but not limited to subdivision signs, the pool and the pool house, within the Properties owned by the Association for the common use and enjoyment of the Owners. The Common Area within the Properties to be owned by the Association is described on Exhibit B, attached hereto and incorporated herein by reference. Additional common area may be conveyed to the Association as provided in this Amended Declaration.

Section 5. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties approved by the Spartanburg County Planning Commission, with the exception of the Common Area.

Section 6. "Mortgagee" means the holder of indebtedness secured by a mortgage.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Property" or "Properties" shall mean and refer to that certain real property and improvements thereon described in Exhibit A, attached hereto and incorporated herein by reference, and such additions thereto as may be brought within the jurisdiction of the Association.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following limitations and provisions:

(a) The right of the Association to charge reasonable fees for operation and maintenance as provided in this Amended Declaration;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the Owners of Lots in the subdivision has been recorded;

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

11RMC 455 91400W239 \$16.00 +

DEED 72 - R PG 502

(d) The right of the Association to suspend the voting rights of an Owner for any period not to exceed sixty (60) days for any infraction of its published rules and regulations after three (3) written notices of the infraction.

(e) The right of the Association to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by 2/3 of the Owners.

Section 2. Delegation of Use. Any Owner may delegate his rights of enjoyment of the Common Area and facilities to the members of his family. The Owner shall notify the secretary of the Association in writing of the name of any such delegate. The rights and privileges of such delegates are subject to suspension to the same extent as those of the Owner.

Section 3. Title to Common Area. The Common Area shall be conveyed by the Developer to the Association within thirty (30) days from the date of this Amended Declaration, subject to utility and drainage easements and easements to governmental authorities, for the sole and exclusive use and benefit of the Owners, to be maintained in conformity with requirements of this Amended Declaration, the Bylaws, and the Articles of Incorporation of the Association.

Section 4. Vehicle Rights

(a) Owners shall park their vehicles only in driveways and garages;

(b) Parking in streets will be permissible for guests only so long as guest parking does not become a nuisance to other residents,

(c) The Association may remove any vehicle in violation of these parking restrictions at the expense of the Owner;

(d) No vehicles over 1 ton and more than 2 axels, shall be allowed to park in the driveway of the Lot belonging to the owner of said vehicle; provided, however, that parking of boats, trailers, campers, motorcycles, recreational vehicles, and other motor vehicles shall not be permitted in any street or in any driveway. Such vehicles are to be parked in garages or in an area designated for that purpose. No boats, trailers, campers, motorcycles, or recreational vehicles shall be parked within the Common Area or rights of way of any public or private street in or adjacent to the Property. Homeowners may petition Association for exceptions.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. The Association shall be a non-profit corporation organized under the laws of the State of South Carolina. The Board of Directors shall consist of five (5) persons who need not be members of the Association. The initial mailing address of the Board shall be: Care of Melissa Ferrara, 209 Lindbergh Court, Greer, South Carolina 29651. Said Board shall be responsible for preparing the initial Bylaws of the Association and distributing the same to the members thereof.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot within the Properties, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and costs in excess of insurance proceeds, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late charges, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the joint and several personal obligation of the persons who were the owners of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, security, safety and welfare of the residents in the Properties and in particular for the acquisition, improvement and maintenance of the Properties, services and facilities devoted to this purpose, for the use and enjoyment of the Common Area, the cost of construction, reconstruction, and repairs and additions to, and maintenance and replacement of, the Common Area, including, but not limited to the cost of labor, equipment, material, management and supervision, to the extent not covered by insurance, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance related to the Common Area, its facilities and use in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

DEED 72-R P 503

Section 3. Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

Section 4. Money Collected Treated as Property of the Association. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Amended Declaration, the Articles of Incorporation, and the Bylaws of the Association. As monies for any assessment or special assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Lot Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association, which may be used in the operation and management of the Properties.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Annual Assessment.

(a) The annual assessment shall be established by the Board of Directors and voted on by the Association.

(b) The annual assessment may be increased at any time without limit by a vote of two-thirds (2/3) of the Lot Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of improvements in the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, at which a quorum is present.

Section 8. Notice and Quorum for Any Action Authorized Under Sections 6 and 7. Written notice of the date, time and purpose of any meeting called for the purpose of taking any action authorized under Sections 6 or 7 shall be sent to all Lot Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such called meeting, the presence of Lot Owners or proxies entitled to cast sixty (60%) percent of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Annual Assessment Period. The "Annual Assessment Period" shall be from September 1st through August 31st of each calendar year.

Section 10. Due Dates of Annual Assessments. The annual assessments provided for herein shall be collected annually on or before the September 1st of each calendar year. Lot Owners purchasing Lots after September 1, 2000, shall make a pro-rated annual assessment payment for the period from the date of the closing of the purchase of the Lot from the Developer through the end of the Annual Assessment Period during which said Lot was purchased. At least thirty (30) days in advance of each Annual Assessment Period, the Board of Directors shall fix the amount of the annual assessment against each Lot and send written notice of each assessment by mail to every Owner subject thereto. A written notice of each assessment shall also be delivered to the Property of every Owner.

Section 11. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge of \$20 per month, for each month payment is late. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and late charges, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for any of the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 12. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien or lien provided for in the preceding section. However, the sale or transfer of any Lot pursuant to a foreclosure of a first mortgage or any conveyance or assignment in lieu of foreclosure thereof shall extinguish the lien of such assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

Section 13. Exempt Property. All property dedicated to, and accepted by, a local public authority, all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of South Carolina, and Lots owned by Developer on which there are no occupied houses, shall be exempt from the assessments created herein.

DEED 72-R PG 504

**ARTICLE V
ARCHITECTURAL CONTROL**

Section 1. Construction. All construction performed in the subdivision shall be completed by a licensed contractor. Once construction has commenced, it shall proceed diligently. Owner is responsible for maintaining a neat and orderly construction site.

Section 2. Exterior Finish. The exterior finish of all residences, garages or carports constructed on said Lots shall be of any of the following materials and finishes only:

- (a) Dressed brick, quarried stone or man-made stone or brick;
- (b) Exterior sidings of masonite, vinyl or drivet, or
- (c) Any combination of the above

Section 3. Roadway Structure. All Owners shall consult with the appropriate governmental agency's road division before installation of any driveway, culverts, headwalls or other structure within the dedicated roadway, and such placement construction shall be in accordance with the rules and regulations of said governmental body. No curb shall be cut down for a driveway, nor shall the driveway extend over or past the curb except with the approval of the appropriate governmental road division.

Section 4. Architectural Control Committee:

(a) No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties by an Owner, nor shall any exterior addition to, change or alteration thereof be made by an Owner until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of the Developer, Charles Satterfield, Licensed Builder, Jim Hannon, and one (1) member to be appointed by the Board of Directors. Upon completion of the construction of the subdivision, Charles Satterfield and Jim Hannon will relinquish their positions on the Committee and the two (2) open positions on the Committee will be appointed by the Board of Directors. The Architectural Control Committee's approval or disapproval, as required in this Amended Declaration, shall be in writing. If the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the Owner shall be deemed to have fully complied with this Article.

(b) An Owner may add plantings to his or her Lot so long as the plantings are confined to the foundation border of the building or the base of the mailbox and further, the plantings must be compatible with the existing plans, shrubs or flowers planted by the Association. All plants added by the Owner shall be maintained by the Owner. Should an Owner desire to add plantings to an area not herein described, the Owner shall submit drawings to and obtain the prior written approval of the Architectural Control Committee or the Board of Directors. No plantings added and maintained by an Owner shall obstruct the view or create a safety hazard for other Owners or residents.

(c) No window awnings of any type whatsoever or any other projections shall be attached to the exterior of a building without the prior written approval of the Architectural Control Committee or the Board of Directors.

(d) The Architectural Control Committee shall have the right to enter upon any Lot for the purpose of cutting grass and cleaning such Lot as is reasonably required and shall charge the expense thereof to the respective Owner, which expense shall become a lien upon the Lot when the work has been completed.

(e) Any structure which is preassembled or already constructed and which a Lot Owner desires to move onto a Lot covered by these restrictions must receive the prior unanimous approval of the Architectural Control Committee, which approval may be withheld on the subjective grounds that the structure does not conform to the character and general atmosphere of the subdivision, even though said structure may meet all minimum square footage and other requirements.

**ARTICLE VI
USE RESTRICTIONS**

Section 1. Land Use and Building Type. No Lot shall be used except for 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 two stories in height.

Section 2. Dwelling Specifications. All houses erected in this subdivision shall have the following minimum required square footage living space:

- (a) All houses shall have a minimum of 1400 square feet of living space measured on the exterior of the foundation walls and such space shall NOT include garages, patios, porches or storage space to meet these requirements.
- (b) The distribution and quantity of living space on each floor of the house shall be at the discretion and approval of the Architectural Control Committee.
- (c) All houses will have two car garages attached to and made part of the dwelling. Detached garages and dwellings may be permitted, but subject to provisions of Paragraph 9 herein. This provision 2(c) does not apply to any home constructed as a model home.
- (d) All driveways will be completely finished with concrete. A temporary gravel drive may be constructed from the street to the side of a proposed dwelling upon commencement of construction of said dwelling.

DEED 72-R PG 505

Section 3. Building Construction. No residence shall be constructed or maintained on any Lot closer than 20 feet from the front line of the Lot or the side line of any corner Lot, as shown on the recorded plat, excluding any infringements of porches, carports, bay windows, terraces or other protrusions extending over the setback line or sideline. No dwelling shall be constructed less than 5 feet from any side line of the Lot as recorded in the plat. No building shall be constructed or maintained on any Lot (i) in any reserved drainage utility or landscaped easement area; (ii) closer to the street than the setback line as shown on the recorded plat; provided, however, unclosed porches, bay windows, steps or terraces shall be permitted to extend across the setback lines; provided, further, however, that the main structure does not violate the setback line.

Section 4. No Business Activity. No business activity shall be conducted in or on any Lot or in or on the Properties except as provided herein; a Lot Owner or occupant residing in a dwelling may conduct business activities within the dwelling so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (ii) the business activity conforms to all city and county zoning requirements; (iii) the business activity does not involve door-to-door solicitation of residents of Heartwood Place at the Meadows; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Properties which is noticeably greater than that which is typical of dwellings in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of Heartwood Place at the Meadows and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of Heartwood Place at the Meadows, as may be determined in the Board's sole discretion.

Section 5. Sight Distance at Street Corners. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations are permitted to remain on any corner Lot within the triangular area formed by the street and property line connecting them at points 25 feet from the intersection of the street lines, or in case of rounded property corner from the intersection of a street property lines extended. The same sight line limitations shall apply on any Lot within 10 (ten) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than fifteen (15) square feet advertising the property for sale or rent. Lots 3 and 5 at the entrance to the subdivision shall be further restricted for the purpose of constructing and maintaining any necessary subdivision entrance sign, and there shall be reserved in the deeds thereto, an easement for the specific purpose of constructing and maintaining such subdivision entrance sign or signs. The Association shall be responsible for maintaining and/or replacing said sign or signs.

Section 7. Detached Structures. No structure, mobile home, modular home, tent, detached garage, storage bin, shed, barn or other outbuilding shall be allowed on maintained on any Lot unless approved by the Architectural Control Committee; provided, however, that a house trailer, field office, temporary dumpster for construction debris, or temporary storage trailer may be used by builders during the construction of new houses in the subdivision. No boat, except as personal property of the respective owner, shall be stored on any Lot.

Section 8. Division of Lots. No Lot shall be sub-divided into lots of smaller size. However, two (2) or more Lots may be made into one building site, if the new single Lot is approved by the Architectural Control Committee.

Section 9. Water System. All residential structures shall be connected to an approved water system and have an approved septic system.

Section 10. Fences. No fence or fences other than ornamental or decorative shall be constructed closer to any street than the rear line of the main dwelling. No fences other than ornamental or decorative will be allowed to infringe upon any utility easement. All decorative and ornamental fences shall be approved by the Architectural Control Committee and shall not be offensive or cause any safety hazards to the community.

Section 11. Utility Service. All electrical service in the subdivision, all cable television, telephones and other wired services to each residence must be underground and in compliance with the utility district's requirement for underground service.

Section 12. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

Section 13. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling; provided, however, that dogs, cats or other household pets may be kept or maintained housed inside the dwelling, within a fenced enclosure, or otherwise kept under control at all times whenever taken outside. Pets shall not be permitted to annoy residents, destroy or damage property, or create health or safety hazards.

Section 14. Outside Antennas. No outside radio or television antennas, space discs or other devices designed for the reception of radio, television or telephone signal shall be erected on an Lot.

Section 15. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outside on any Lot.

Section 16. Burning of Trash. The burning of trash, leaves and other refuse shall comply with all city and county laws and regulations. Permits must be obtained when necessary or required by law.

DEED 72-R PG 506

Section 17. Refuse No Lot shall be used or maintained as a dumping ground for rubbish or other refuse. Refuse containers shall be of a uniform nature. Containers shall be permitted on the front of a Lot bordering the street only on days designated for trash collection. Containers shall be covered with lids at all times.

Section 18. Automobile Maintenance Extensive automotive repairs shall not be permitted in driveways, streets, or on the exterior property of any residential dwelling.

Section 19. Swimming Pools No above ground swimming pool will be allowed in Heartwood Place at the Meadows subdivision.

Section 20. Mailboxes Mailboxes shall be of uniform design. No changes shall be made to existing mailbox by an Owner without the consent of the Board of Directors or Architectural Committee.

Section 21. Firearms No guns, firearms, or weapons of any kind, including, but not limited to B.B. guns, pellet guns, sling shots, bows and arrows, or other weapons shall be discharged anywhere in the subdivision.

ARTICLE VII EASEMENTS

Section 1. Utility Easements Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements no structures, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, which may change direction of flow of water through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 2. Encroachments If any portion of the Common Area now encroaches upon any Lot or if any Lot now encroaches upon any portion of the Common Area as a result of the construction of a building, or if any such encroachment shall occur hereafter as a result of the construction of or the settling or shifting of any building or for any other reason, a valid easement not to exceed one (1) foot for the encroachment and for the maintenance of the same as long as the building stands, shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Lot.

Section 3. Drainage Easements There is hereby dedicated and reserved a 5 foot perpetual drainage easement along all of the property lines in the subdivision in addition to the utility and drainage easements as indicated on the recorded plats.

ARTICLE VIII GENERAL PROVISIONS

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

Section 2. Severability Invalidation of any of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendment The covenants and restrictions of this Amended Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendments made under this section shall not take effect until duly recorded in the R.M.C. Office of the Register of Deeds for Spartanburg County, South Carolina.

Section 4. Conflicts In the event of any irreconcilable conflict between this Amended Declaration, the Bylaws of the Association, or the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

ARTICLE IX RIGHTS OF FIRST MORTGAGEES

The following provisions, in addition to provisions set forth elsewhere in this Amended Declaration, shall be applicable to the holders of first mortgages upon the individual Lots subject to this Amended Declaration and any amendments thereto:

Section 1. Any mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Lot's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

Section 2. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners of the Lots have given their prior written approval, the Association shall not be entitled to:

DEED 72-R PG 507

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common area by the Owners shall not be deemed a transfer within the meaning of this clause);

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;

(c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots, or maintenance of the Common Area;

(d) Fail to maintain fire and extended coverage on insurable Common Area on a current replacement cost basis in an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost); or

(e) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Common Area.

Section 3. Mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard or liability insurance policies, or secure new hazard insurance or liability coverage on the lapse of a policy, for such Common Area, and mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 4. No provision of this Amended Declaration or any Association documents shall give an Owner, or any other party, priority over any rights of a first mortgagee Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 5. A first mortgagee, upon written request to the Association, is entitled to written notification from the Association of any default in the performance by the individual Lot borrower of any obligation under this Declaration which is not cured within sixty (60) days

EXHIBIT A

All that certain piece, parcel or lot of land situate, lying and being in Spartanburg County, State of South Carolina, containing 51.99 acres, more or less, and being more fully shown on that certain plat prepared by Wolfe & Huskey, Inc., dated May 5, 1989 and recorded in Plat Book 107 at Page 456 in the Office of the Register of Deeds for Spartanburg County, South Carolina. For a more particular description as to metes and bounds, courses and distances, reference is hereby made to aforesaid plat of record

EXHIBIT B

All that certain piece, parcel or lot of land situate, lying and being in Spartanburg County, State of South Carolina, containing 4.50 acres, more or less, being shown and designated as "Reserved Area" on a plat of Heartwood Place, Phase III, Section 2 prepared by Blue Ridge Land Surveying, Inc., dated January 16, 1997 and recorded in Plat Book 136 at Page 540 in the Office of the Register of Deeds for Spartanburg County, South Carolina. For a more particular description as to metes and bounds, courses and distances, reference is hereby made to aforesaid plat of record.

DEED 72-R PG 508

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and sealed on this 22 day of August, 2000.

- Lot 3a Mina A. Smith
Mina A. Smith
- Lot 3b _____
- Lot 4a Rob & Joan Hawkins
Rob Hawkins
- Lot 4b _____
- Lot 5a Scott Taylor
Scott Taylor
- Lot 5b _____
- Lot 6a _____
- Lot 6b _____
- Lot 7a _____
- Lot 7b Travis Harrison
- Lot 8a David Jordan
David Jordan
- Lot 8b _____ (owned by the developer)
- Lot 9a _____
- Lot 9b _____ (owned by the developer)
- Lot 10a Sara H. Davis
Sara Davis
- Lot 10b _____
- Lot 11a Miles Mason
Miles Mason
- Lot 11b _____ (owned by the developer)
- Lot 12a Grant Palmer
Grant Palmer
- Lot 12b _____ (owned by the developer)
- Lot 13a _____
- Lot 13b _____
- Lot 14a Scott Norville
Scott Norville
- Lot 14b _____ (owned by the developer)
- Lot 15a _____
- Lot 15b _____ (owned by the developer)
- Lot 16a Rebecca Smith
Rebecca Smith
- Lot 16b _____ (owned by the developer)
- Lot 17a _____
- Lot 17b _____ (owned by the developer)
- Valent lot → Lot 18a _____
- Lot 18b _____ (owned by the developer)
- Lot 19a Charles Shultz
Charles Shultz
- Lot 19b Wes Garrett
Wes Garrett
- Lot 20a Mark Miller
Mark Miller
- Lot 20b _____ (owned by the developer)
- Lot 21a Alan Bryant
Alan Bryant
- Lot 21b _____ (owned by the developer)
- Lot 22a James Heller
James Heller
- Lot 22b _____ (owned by the developer)
- Lot 23a _____
- Lot 23b _____ (owned by the developer)
- Lot 1b _____ (owned by the developer)
- Lot 24b _____ (owned by the developer)
- Lot 2b _____ (owned by the developer)
- Lot 25b _____ (owned by the developer)

DEED 72-R PG 509

✓ <i>Garrett</i> Lot 26b <u>Cliff W. Garrett</u> Cliff Garrett	✓ Lot 47b <u>[Signature]</u> James Bryant
Lot 27b <u>Sally Nixon</u> Sally Nixon	Lot 48b <u>[Signature]</u> Cecilia
Lot 28b (owned by the developer)	Lot 49b (owned by the developer)
Lot 29b (owned by the developer)	Lot 50b
Lot 30b (owned by the developer)	Lot 51b Classic Country Homes
Lot 31b (owned by the developer)	Lot 52b Classic Country Homes
Lot 32b <u>Mable C. [Signature]</u> (to be returned in 60 days) Clay Parner	Lot 53b Classic Country Homes
Lot 33b <u>Maria Stewart</u> Maria Stewart	• Lot 54b <u>[Signature]</u> Antonio Smith
Lot 34b <u>[Signature]</u> Pick Porter	Lot 55b
Lot 35b	Lot 56b
Lot 36b	• Lot 57b <u>[Signature]</u> Andrew Le Khanh
Lot 37b <u>[Signature]</u> Lynn Smith	Lot 58b
Lot 38b (owned by the developer)	Lot 59b <u>Susan Newton</u> Susan Newton
• Lot 39b <u>[Signature]</u> Joseph Savarone	Lot 60b <u>[Signature]</u> Shawn Percell
✓ Lot 40b <u>[Signature]</u> Claudia Pentoni	Lot 61b
Lot 41b (owned by the developer)	Lot 62b <u>[Signature]</u> Melinda Haffner
Lot 42b (owned by the developer)	Lot 63b <u>[Signature]</u> Pamela Harrison
Lot 43b (owned by the developer)	Lot 64b <u>[Signature]</u> Clyde Ferrara
✓ Lot 44b <u>[Signature]</u>	Lot 65b
Lot 45b <u>[Signature]</u> James Bryant (owned by the developer)	Lot 66b <u>[Signature]</u> Rob Billings
Lot 46b (owned by the developer)	<u>[Signature]</u> Maria Stewart Maria Stewart - Witness
✓ Developer <u>Charles Satterfield</u> Charles Satterfield	Witness to all signatures
Builder <u>Charles Satterfield</u> Classic Country Homes	<u>[Signature]</u> Melissa Ferrara Melissa Ferrara - Witness to all signatures

DEED 72-R PG 510

STATE OF SOUTH CAROLINA)	
)	PROBATE
COUNTY OF SPARTANBURG)	

PERSONALLY appeared before me the undersigned witness, who being duly sworn, states that (s)he saw the within named persons sign, seal, and as their act and deed deliver the within written instrument, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.



 Witness

SWORN to before me this 22nd
 day of August, 2000.


 Melissa Ferrara
 Notary Public for South Carolina
 My Commission Expires: July 13, 2010