

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS APPLICABLE TO A SUBDIVISION KNOWN AS
THE ENCLAVE AT RIVER RESERVE,
PLAT BOOK _____, PAGE _____.**

THIS DECLARATION made on the date hereinafter set forth by **Westchester Spartanburg, LLC**, a Florida limited liability company, hereinafter referred to as “**Declarant**.”

WITNESSETH

WHEREAS, Declarant is the owner of certain property in **Anderson County, South Carolina**, is more particularly described as: Lots 1 through 56, as shown on Plat prepared for Westchester Spartanburg, LLC, entitled "Subdivision Plat for The Enclave at River Reserve," prepared by MLB Engineering, LLC, dated _____ (“**Plat**”), a copy of which plat is recorded in **Plat Book _____ at Page _____** in the Office of the Register of Deeds for **Anderson County, South Carolina**, and reference to which Plat is hereby craved for a complete-metres and bounds description;

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

ARTICLE I

DEFINITIONS

Section 1. “**Association**” shall mean and refer to **The Enclave at River Reserve Owners Association, Inc., a South Carolina nonprofit corporation**, its successors and assigns.

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

Section 3. “**Lot**” shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Subdivision.

Section 4. “**Declarant**” shall mean and refer to **Westchester Spartanburg, LLC**, or any successor or assign who takes title to any portion of the property described on Exhibit “A” for the purpose of development and sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 5. "**Builder**" shall mean and refer to any builder licensed by and in good standing with **Westchester Spartanburg, LLC**, its successors and assign.

Section 6. "**Approved Builder**" shall mean and refer to any Builder which has been selected by Declarant to buy lots and construct homes for sale in the Subdivision.

Section 7. "**Common Area**" means all of the Subdivision not occupied by residential structures excluding Lots, specifically including all real property shown and designated on the Plat as "Common Area" and all roads, streets, court, lanes, drives, terraces, avenues or right-of-ways which have not been dedicated to a public entity, all gates, if any, and related facilities, walks, driveways for **The Enclave at River Reserve**, including but not limited to, any real property or easements owned by the Association for the common use and enjoyment of the owners. The Common Area shall be owned by the Association for the common use and benefit of the owners, subject to the easements, terms, conditions and restrictions described in this Declaration. Responsibility for the maintenance of the Common Areas, including any paved, landscaped, lighted or other improved areas located within the Common Area shall be the responsibility of the Association.

Section 8. "**Subdivision**" shall mean and refer to property shown on the plat prepared for Westchester Spartanburg, LLC, entitled "Subdivision Plat for The Enclave at River Reserve," by MLB Engineering, LLC, dated _____, a copy of which plat is recorded in **Plat Book _____ at Page _____** in the Office of the Register of Deeds for **Anderson County, South Carolina**, as it may be amended from time to time (the "**Plat**"), which shall be known as **The Enclave at River Reserve**.

ARTICLE II.

ANNEXATION OF ADDITIONAL PROPERTIES.

Section 1. At any time within ten (10) years following the date of incorporation of the Association, the Declarant may unilaterally annex additional properties to the Subdivision herein described for the purpose of subjecting the annexed property to the provisions of this Declaration and the jurisdiction of the Homeowners' Association. Additional properties so annexed shall be merged with the Subdivision herein described and any other previously annexed property, and shall be subject to the provisions of this Declaration and to the Articles of Incorporation and By-laws of the Association. All properties annexed shall be contiguous (i) to the Subdivision herein described or (ii) to property previously annexed.

Section 2. Such annexation shall be accomplished by recording a supplemental Declaration annexing such property in the Register of Deeds Office for Anderson County, South Carolina. Such supplemental Declaration shall not require the consent of the Homeowners' Association or any Owner, but shall require the consent of the owner of the annexed property, if other than the Declarant. Said annexation shall be effective upon the filing of the supplemental Declaration unless otherwise provided therein.

Section 3. The Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an option to annex property pursuant to this Article, without the prior notice or consent of the Homeowners' Association or any Owner, for the purpose of removing certain portions of the property subject to this Declaration then owned by Declarant, or one of its affiliates, including any portion of the property now or hereinafter designated as part of the sewer facilities, from the provisions of this Declaration.

ARTICLE III

PROPERTY RIGHTS

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

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

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

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

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

(e) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by two-thirds (2/3) of each class of members. Also, so long as there is Class B Membership, mortgage of any Common Area must also be approved by the U. S. Department of Veterans Affairs; and

(f) The right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the properties for the purpose of eliminating unintentional encroachments of Improvements onto portions of the Common Areas or any other purpose or reason. As long as there is Class B Membership, no such exchange of portions of Common Area with the Declarant shall be effective unless an instrument agreeing to such exchange has been approved by

the U.S. Department of Veteran Affairs.

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

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

Class B. Class B Members shall be the Declarant and the Approved Builder. The B member(s) shall be entitled to three (3) votes for each Lot owned by **Westchester Spartanburg, LLC or an Approved Builder**, respectively. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 2043, or
- (c) when Declarant and Approved Builder elect by notice to the Association in writing to terminate their Class B membership.

Section 3. Leases of Lots. Any lease agreement between an Owner and a lessee for the Lease of such Owner's residence on its Lot shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease. All leases of Lots shall be in writing. Other than the foregoing, there is no restriction on the right of any owner to lease his Lot.

Section 4. Declarant's Covenant to Convey Title to Common Area. Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to its property designated herein as Common Area to the Association (save and except Common Area that forms a part of any Lot or the Public Roads). The Common Area shall be free from any monetary liens but subject to easements, covenants and restrictions of record, including any easements covenants and restrictions established by this Declaration. The Association shall accept the conveyance of all such Common Area pursuant to this Section. **THE COMMON AREA SHALL BE CONVEYED WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY, WHICH WARRANTIES ARE HEREBY DISCLAIMED BY DECLARANT.**

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of **The Enclave at River Reserve** and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials management and supervision, the payment of taxes assessed against the Common Area; the maintenance of water and sewer mains in and upon the Common Area; the maintenance of open spaces, security gates, if any, and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated right-of-way), drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area if any; the maintenance of dams and areas surrounding such water; the maintenance of any "sign easements" areas located on any Lot, as shown on a recorded plat; the maintenance of entranceways, landscaping and lighting of Common Area, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architectural Control Committee; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) In addition to maintenance of the Common Area, the Association shall be responsible for the mowing of the front lawn upon each Lot (and home located thereon) which is subject to assessment hereunder. Further, the Owner of any Lot may, at his election, plant flowers in the front landscaping beds established initially installed on the Lot in developing the Lot, provided that such maintenance by the Owner does not hinder the Association in performing its mowing of the front lawn space of the Lot. No mowing of a front lawn by a Lot Owner shall reduce the assessment payable by him to the Association. The Owner shall not plant any vegetation in the front yard except

with the prior written approval of the Architectural Committee. The Association will not maintain any of the rear yard area on a Lot. The assessments levied by the Association hereunder shall also be used to provide this lawn mowing service to the Lots within the Subdivision.

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$_____ per Lot and paid on a calendar year basis unless changed by the Association.

(a) The Board of Directors may fix the annual assessment at an amount not in excess of ten percent (10%) above the previous year's assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten (10%) percent only by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 5. Notice and Quorum for any Action Authorized under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as the date of its issuance. The Declarant shall fund such amount necessary to pay approved expenses in excess of the amount collected by the Association until the date Class B membership ceases.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate often (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Declarant shall further have the right to convey lot/lots or other property to the Association for use of the residents of this Subdivision as common property to be controlled by the Association

Section 9. Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments for public improvements to or for the benefit of the Common Area, which default shall continue for a period of six (6) months, each owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments (including any late payment penalties) in an amount determined by dividing the total taxes and/or assessments and/or penalties due the governmental authority by the total number of Lots in the development. If such sum is not paid by an Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner. This Section shall not become applicable until Class B membership ceases to exist.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Declarant Assessment Rights. As long as Declarant owns any unsold Lots, Declarant shall have the option to pay any deficiency arising as a result of the costs incurred by the Association in fulfilling its obligations hereunder exceeding the amount of regular annual assessments payable by the Owners of Lots within the Subdivision; provided, however, in such event, Declarant shall not otherwise be required to pay regular or special assessments hereunder with respect to Lots owned by Declarant; and further provided, however, in no event shall Declarant be required to pay an amount which is in excess of one hundred percent (100%) of the established regular annual assessment for each Lot it owns. Notwithstanding any provision contained herein to the contrary, the amount of the deficiency which Declarant is responsible for pursuant to the preceding sentence shall not include any deficiency or deficit resulting from or attributable to the amount of delinquent assessments which are due and owing by any Lot Owner to the Association (an "Owner Delinquency"); however, the Declarant may, at the Declarant's option, advance to the Association such amounts as may be necessary to fund any Owner's Delinquency and the amount thereof, together with interest thereon at the rate of twelve percent (12%) per annum, shall be a demand obligation owing by the Association to the Declarant, and may be deducted by the Declarant from any of the Association's funds in the possession of Declarant, or may be offset against Declarant's future obligations with respect to assessments.

Section 12. Capitalization of Association. The Association may, but shall not be obligated to, levy against each Lot, upon acquisition of record title by the first Owner thereof other than the Declarant or any Declarant-Related Entity, a one-time contribution to the working capital of the Association in an amount equal to one-sixth (1/6th) of the regular annual assessment for such Lot

for that year. This amount shall be in addition to, not in lieu of, the regular annual assessment due hereunder and shall not be considered an advance payment of such regular annual assessment. This amount shall be collected and disbursed to the Association at closing of the purchase and sale of the Lot for use in covering operating expenses and other expenses incurred by the Association.

ARTICLE V

ARCHITECTURAL CONTROL

Until such time as the Class B membership expires or ceases to exist, Declarant shall annually appoint the members of the Architectural Committee which will be comprised of at least three (3) members.

Section 1. Plan of Design Approval. All residences, outbuildings, and other structures initially constructed within the Subdivision (collectively, "Initial Improvements") shall be built in accordance with plans and specifications which have been previously approved by Declarant. Under no circumstances shall any additional architectural approval be required as to the Initial Improvements. Other than the Initial Improvements, no building, fence, wall, porch, deck, or any other structure or improvement (collectively, "Improvements"), including, without limitation, the alteration or painting of the exterior surface of any existing Improvement or Initial Improvement, shall be undertaken upon any Lot unless the plans and specifications and location of the proposed Improvement shall have been expressly approved in writing by the Architectural Committee established pursuant to Section 2. No subsequent alteration or modification of any existing Improvements, Initial Improvements or construction, erection or installation of additional Improvements may be undertaken or allowed to remain on any Lot without the review and express written approval of the Architectural Committee, subject to Section 2 below. Declarant may, but is not required to do so, establish a set of design guidelines for the Subdivision to assist the Architectural Committee and Owner's with the design, construction and improvement of the Lots within the Subdivision. Any such design guidelines shall be provided to the Architectural Committee and each Owner and shall supplement the provisions of this Declaration. Any such design guidelines shall act as rules and regulations for the design and approval of improvements to the Subdivision. Any such design guidelines can be amended or changed from time to time as deemed reasonably necessary by the Declarant. Violations of any design guidelines provided to an Owner by Declarant may be enforced as provided in Section 1 of this Article IX of the Declaration.

Section 2. Architectural Committee. Until such time as the Class B membership expires or ceases to exist, Declarant shall annually appoint the members of the Architectural Committee. Each member shall be generally familiar with residential and community development design matters and knowledgeable about the Declarant's concern for a high level of taste and design standards within the Subdivision. In the event of the death or resignation of any member of the Architectural Committee, Declarant, for so long as it has the authority to appoint the members of the Architectural Committee, and thereafter the Board, shall have full authority to designate and appoint a successor. Members of the Architectural Committee may be removed and replaced at any time with or without cause, and without prior notice, by Declarant, for so long as Declarant has the right to appoint the members thereof, and thereafter by the Board. Subsequent to the expiration of Class B

membership (and earlier if Declarant specifically assigns this right to the Board), the Board shall designate the number of and appoint the members of the Architectural Committee on an annual basis. At any time, Declarant may elect not to designate the number of and/or appoint the members of the Architectural Committee and may assign this right to the Board.

Section 3. Subsequent Plan of Design Approval. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Subdivision, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee.

Section 4. Approval Standard. The Architectural Committee shall have the right to refuse to approve any plans, specifications, and/or plot plans, taking into consideration the suitability of the proposed building or other Improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings, and the effect it will have on other residences already constructed.

Section 5. Materials to be Submitted. Prior to the commencement of any construction, each Owner shall submit to the Architectural Committee, in duplicate, plans and drawings, in a one eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front elevations;
- (b) floor plan;
- (c) the area of heated floor space;
- (d) exterior building material to include color and type of material (brick, siding, cedar, etc., no vinyl siding will be allowed)
- (e) exterior trim color; and,
- (f) roofing material and color.

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

Section 6. Hardships. The Architectural Committee is authorized to modify or amend during or before, in the construction or alteration of any building, the Article of these restrictions concerning set-back and location and size of buildings and improvements if, in the opinion of the Architectural Committee, such shall be necessary to prevent undue hardship. Any such authorization shall be in writing and will be binding upon the Owners and the Association when recorded in the Land Records for Anderson County.

Section 7. Licensed Contractors. Until such time as the Class B membership expires or ceases to exist, all construction, including fences, by any Owner, shall be performed by a licensed contractor or licensed builder approved by the Declarant and must be of materials and workmanship comparable to others in the Subdivision.

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

Section 9. Completion of Construction. Houses and other dwelling structures may not be temporarily or permanently occupied until completed. During the continuance of construction, the Owner shall require its contractors to maintain the Lot in a clear and uncluttered condition. Owner and their contractors shall be responsible for erosion control on their respective Lot in compliance with all applicable governmental laws, ordinances, rules or regulations. Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools, and construction materials from the Lot. Any damage to the Common Area or property owned by others caused by an Owner's contractor or other parties providing labor or services to the Owner shall be repaired by the Owner or by the Association at Owner's expense. This includes damage to curbs and gutters.

Section 10. Enforcement. In addition to the Declarant's and the Association's rights to enforce the provisions of this Declaration as set forth hereinafter, the Architectural Committee shall have the specific, nonexclusive right to enforce the provisions contained in this Article and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions contained herein. In the event that the Architectural Committee, Declarant or the Association resorts to litigation to determine the propriety of any constructed Improvement, to remove any unapproved Improvement or otherwise to remedy a violation of this Article, the Architectural Committee, Declarant, or the Association, as applicable, shall be entitled to recover court costs, attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a special assessment against the offending Owner's Lot.

Section 11. Assignment of Rights. The Declarant expressly reserves the right to assign any of the duties, powers, functions, and approval authority set forth herein to any assignee at Declarant's sole discretion.

Section 12. Disclaimer. The Declarant nor any other member of the Architectural Control Committee shall not be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. FURTHER, NEITHER DECLARANT, BUILDER NOR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIABLE IN DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OF SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSIONS

OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, ASSOCIATION, ITS BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

Section 13. Site Conditions. It shall be the responsibility of each Owner to prevent the accumulation of litter, trash, packing crates, or unkempt condition of buildings or grounds on his Lot, or to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. No loose trash will be permitted to be strewn about the Subdivision at any time. Garbage containers must be kept out of sight from the street, except during collection hours. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheel harrows and children's toys as would create a nuisance for the community. All permanent Improvements on a Lot shall be keep within reasonable neighborhood standards as determined by the Board of Director for the Association. In the event the requirements of this section are not adhered to, the Association shall send written notice via certified mail giving an additional period for compliance of ten (10) days, unless a hardship or special circumstance requires additional time. If the violation continues, the Association may at its sole discretion, hire contractors or personnel to correct said violation and bill the Owner for all costs incurred. The amounts owed shall, if not paid, become a lien on the lot as specified herein.

ARTICLE VI

USES PERMITTED AND PROHIBITED

Section 1. All platted Lots in the Subdivision shall be used for single-family, residential purposes only and no business or business activity shall be carried on or upon any Lot at any time; provided however, that nothing herein shall prevent Declarant or any Approved Builder from using any Lot owned by Declarant or such Approved Builder for the purpose of carrying on business related to the development, improvement and sale of Lots in **The Enclave at River Reserve**.

Section 2. No trailer, tent, shack, garage, barn, storage building, or other out-buildings shall be erected upon any Lot without approval from the Architectural Committee and, if approved, it shall not be used as a residence either temporarily or permanently. No structure of a temporary nature or an unfinished house shall be used as a residence and no house trailer, modular home, manufactured home or mobile home shall be placed on any Lot either temporarily or permanently. No camping trailer, recreational vehicle, and/or similar equipment used for the personal enjoyment of a resident of a Lot shall be permanently stored on any Lot.

Section 3. No obnoxious or offensive activity shall be permitted anywhere on the

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

Section 4. No animals shall be kept, maintained or quartered on any Lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. The Architectural Committee is authorized (but not required) to issue reasonable rules for the protection of all Owners in this development relating to the number of pets which may be kept on any numbered lot. No animals shall be permitted to go beyond the perimeter of any Lot unless the animal is on a leash and under control of its owner or the owner's agent.

Section 5. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created.

Section 6. Each Owner subject to these restrictions shall provide space for the off-street parking of automobiles prior to the occupancy of any building or structure constructed on a Lot in accordance with reasonable standards established by the Board of Directors. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored on the Subdivision. No passenger vehicles without current registration and license tags will be allowed in the Subdivision or on any Lot. Vehicles being repaired out of doors must have work completed within twenty-four (24) hours. Visiting guests only may use paved streets for temporary parking of their vehicles. All owners must park in designated parking areas on their Lot. No commercial vehicles in excess of 10,500 pounds gross vehicle weight may be stored or housed on the Subdivision at any time. The Declarant may also direct vehicle owners to park outside the confines of the Subdivision during the construction phase of any structure or landscaping. There shall be no long term, repetitive or continuous parking of vehicles on any of the paved roads, right of ways, or drives dedicated for use by the Owners within the Subdivision.

Section 7. The Board of Directors of the Association shall have the power to formulate, publish, and enforce reasonable rules and regulations concerning the use and enjoyment of the yard space of each lot and the common area. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board of Directors, shall be recorded in a Book of Resolutions, which shall be maintained in a place convenient to the owners and available to them for inspection during normal business hours and with reasonable notice.

Section 8. Garbage containers and trash cans must be so located that they will not be visible from the front street. The yards of each Lot shall be maintained so as to be neat and clean at all times.

Section 9. The Board of Directors for the Association are authorized to establish speed limits through the property and erect such signs as they deem necessary. The Directors are further

authorized and empowered to enforce said speed limits by the promulgation of regulations relating thereto. Such regulations shall be furnished to all Members of the Association.

Section 10. All exterior components air conditioning systems shall be screened.

Section 11. No window air conditioning units shall be installed in any building within the Subdivision.

Section 12. Outdoor clothes drying lines of any type are not permitted.

Section 13. No wall, fence or hedge shall be erected closer to the front street line of any numbered Lot than the applicable front set back line unless written permission to do so otherwise shall have been obtained from the Architectural Committee. No fence shall be constructed of chain link fence.

Section 14. All Lot owners shall maintain their Lots in a good and presentable manner so as not to detract from the overall appearance of the community.

Section 15. No unlicensed vehicles may be operated within the Subdivision. Motorcycles, minibikes, dune buggies, motorized bikes and other recreation vehicles that are duly licensed may be operated within the bounds of the Subdivision, but only while riding for access purposes to and from a residence to the public road (outside the Subdivision), and may not be ridden within the bounds of the Subdivision for recreation or any other purpose. All motor vehicles shall be maintained in proper operating condition so as not to be a nuisance by noise, exhaust emissions or otherwise. No motor vehicles shall be driven within the Subdivision, except on driveways and on the roadways shown on the recorded plats for the Subdivision.

ARTICLE VII

EASEMENTS

Section 1. Utility Easements. In addition to other easements as are shown on the recorded Subdivision Plat, a five foot (5') easement is reserved over and across all side and rear lot lines, and a ten foot (10') easement is reserved over and across the front lot line, for drainage, utility, cable television, gas, water, power, sewer, and telephone installation and maintenance; provided that should two lots be consolidated to support one residence, then and in that event, the easements herein above provided shall apply only with respect to the exterior lines of such consolidated lot.

Section 2. Declarant's Reservation of Rights. Declarant specifically reserves the right to grant specific easements to any utility services listed herein within the Common Area of the Subdivision and any Lot within the Subdivision until any specific Lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placing of sewer, gas, and water pipelines, telephone, cable television, telegraph, and electrical light poles on any of the streets and easements shown on the recorded subdivision plat. An easement for the use, installation and maintenance of

utilities and drainage facilities is reserved in favor of Declarant over said streets and easements.

Section 3. Access Easement. Easements for access to the Subdivision are reserved as indicated on recorded plats and in recorded easements. The Declarant hereby grants, gives and conveys to each Owner a perpetual, nonexclusive appurtenant easement over the areas designated as a road, street, terrace, avenue, court, drive, trail or lane on the Plat for vehicular and pedestrian ingress and egress to and from the Subdivision to Highway 153 (the nearest public road), it being specifically understood that the Declarant's intent is to create a private road community and does not intend to dedicate such areas to a public body for ownership and maintenance. The easements granted under this Section are reserved and shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Subdivision. Such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to promulgate rules and regulations to control use of the access ways within the Subdivision and further subject to the Association By-laws, as the same are amended from time to time.

Section 4. Easement of Use and Enjoyment of Common Areas. Declarant and each Owner shall have a right of way for ingress and egress on foot and an easement of enjoyment into, upon and across the Common Areas and any improvements or facilities located therein now or hereinafter constructed for all purposes. The Declarant hereby grants, gives and conveys to each Owner a perpetual, nonexclusive appurtenant easement over the areas designated as Common Area on the Plat for ingress and egress on foot. Free passage and access shall at all times be provided and no fence or other obstruction shall at any time be erected, maintained, placed or permitted which shall in any way interfere with such free passage or access except for security gates at the entrance to the Subdivision, if any. Such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to promulgate rules and regulations to control use of the Common Areas and further subject to the Association By-laws, as the same are amended from time to time.

Section 5. Reservation of Access Easement by Declarant. The Declarant hereby reserves a perpetual, nonexclusive easement to use and connect to the roads and streets shown on the Plat, or Plats describing the Subdivision for vehicular and pedestrian ingress and egress to and from the Subdivision and any property owned by the Declarant, whether within the Subdivision or without. The easement reserved shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Subdivision. In the event that Declarant connects property owned by it to the road and streets within the Subdivision, the owner of the lots without the Subdivision using such roads and street shall pay the Association a proportional part of the costs of maintenance, use, and operation of such roads and streets within the Subdivision as the total number of lots without the Subdivision whose owners claim a right under this easement bears to the total number of lots both within and without the Subdivision using the roads and streets.

Section 6. Reservation of Easements for Utility Service by Declarant. The Declarant hereby reserves the right to install sewer, gas, and water pipelines, telephone, cable television, telegraph, and electrical lines and light poles in under or along any of the roads, streets, Common

Areas and easement areas shown on the Plat for the benefit of any property owned by the Declarant whether within the Subdivision or without.

Section 7. Easement in favor of Association. The Association is hereby granted a perpetual nonexclusive easement and right of access to go upon any Lot for performance of repairs or maintenance, the responsibility of which is the Association's hereunder.

ARTICLE VIII

SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS

Section 1. Nothing herein contained shall be construed to prohibit Declarant from re-subdividing any Lot or portions thereof nor shall anything herein be construed to prohibit the use of more than one (1) Lot or portions of one or more lots as a single-residential building site, provided that said Lot would otherwise meet the requirements as to size, setback line, and directional facing of said building as determined by the County of Anderson, South Carolina.

Section 2. No building shall be erected on any Lot nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded Plat. Any such building shall face toward the front line of the Lot except that buildings to be constructed on corner Lots shall face in the direction designated by the Architectural Committee. No building shall be located nearer to any interior side lot line than the distance determined by applicable building codes.

Section 3. Detached Buildings, approved by the Architectural Committee as provided in Article V shall be of the same exterior material as the house and be placed no nearer to any lot line than the distance determined by applicable building codes. **LOCATION OF ALL DETACHED BUILDINGS SHALL BE APPROVED IN ADVANCE BY THE ARCHITECTURAL COMMITTEE.**

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

Section 5. The total area of all driveways shall be paved by plant mix concrete or asphalt. All driveways shall be able to accommodate two (2) full-size cars parked side by side in the parking area of the driveway.

Section 6. Declarant reserves the right to recut, resubdivide, combine or enlarge any Lot without the consent of the Association or the Architectural Committee. In the event that Declarant

shall so recut, resubdivide, combine or enlarge any Lot, annual and special assessments shall be assessed against such new Lot at the same uniform rate assessed against all other Lots in the Subdivision it being the intent of Declarant that the creation of a new Lot hereunder shall not result in the Owner thereof being responsible for assessments or partial assessments previously assessed against the old Lots which existed before the creation of a new Lot hereunder. No Owner shall have the right to recut, resubdivide or combine any Lot without the prior approval of the Architectural Committee. Exceptions to this limitation may be granted by the Architectural Committee if in the opinion of the Committee such request is in keeping with the overall concept of the Subdivision.

Section 7. No residence shall be constructed containing less than _____ square feet; exclusive of porches, garages, and breezeways. In computing the square footage of any residence containing a basement which is finished and heated, one-half (1/2) credit shall be given. Exceptions to this limitation may be granted by the Architectural Committee if in the opinion of the Committee the proposed residence would be in keeping with the overall concept of the Subdivision.

Section 8. No above-ground pool shall be constructed or placed on any Lot unless approved in advance by the Architectural Committee, except that temporary inflatable pools for small children are acceptable.

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

Section 10. No residence shall be constructed without having at least a two-car garage, attached or detached, which will be maintained permanently as a functional garage.

Section 11. Each Lot is required to have a typical mailbox or name sign with the appropriate name, lot number or assigned street number depicted. The Owner's name may be applied to the sign or mailbox. The design, color, construction and installation of every sign or mailbox are required to conform to the Design Guidelines adopted by the Declarant for mailboxes within the Subdivision.

Section 12. No satellite or television dish or radio antenna shall be constructed or placed on any Lot except where type, size, screening, and location have been approved by the Architectural Committee.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation, or Bylaws of the Association. In the event that the Declarant, any Owner, or the Association resorts to litigation to remedy a violation of this Declaration, such Owner, Declarant, or the Association, as applicable, shall be entitled to recover court costs, attorneys' fees

and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a special assessment against the offending Owner's Lot. 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. The Association shall have the right to request that law enforcement, public safety and animal control officers come on the Subdivision to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

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

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and Bylaws of the Association, but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles of Incorporation or Bylaws to the contrary, to the extent permitted by law.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. The process of amending or modifying this Declaration shall be as follows: (a) Until the Class B Membership ceases to exist, all amendments or modifications shall be made only by Declarant without the requirement of the Association's consent or the consent of the Owners, or any Builder; (b) After the Class B Membership ceases to exist, this Declaration may be amended by an instrument approved by no less than a two-thirds (2/3) vote of the Owners present at a duly held meeting of the Association at which a quorum is present. Notwithstanding the foregoing to the contrary, as long as Declarant or an Approved Builder owns any Lot in the Subdivision, no such amendment shall be effective without the written approval of Declarant or the Approved Builder.

Section 5. FHA/VA approval. Declarant reserves the right to unilaterally amend this Declaration without the requirement of the Association's consent or the consent of the Owners, or any Builder where required by the Federal Housing Administration, Veterans Administration, Fannie Mae or other similar agency to facilitate lending activities within the Subdivision.

Section 6. Notice of Lot Transfer. The Owner of each Lot shall cause written notice to be delivered to the Declarant or the Association, as the case may be, upon the conveyance of any Lot by him, advising the Association of the conveyance.

ARTICLE X

DECLARANT'S RIGHTS

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

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

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

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

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

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

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

The Declarant shall have the right, but not the duty or obligation, to bring any or all roads or streets in the Subdivision into compliance with the applicable governmental regulations and dedicate any road, street, terrace, avenue, court, drive, trail or lane shown on the Plat to a public body for ownership and maintenance.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hands and seals this ____ day of _____, 20__.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

WESTCHESTER SPARTANBURG, LLC

WITNESS 1

NOTARY PUBLIC

BY: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

PROBATE

PERSONALLY APPEARED before me the undersigned witness who, after being duly sworn, says that (s)he saw the within Declarant, seal, and as its act and deed deliver the within written Declaration of Covenants, Conditions, and Restrictions, and that (s)he, with the other two witnesses subscribed above, witnessed the execution thereof.

SWORN to before me this ____ day of _____, 20____.

Notary Public for South Carolina
My commission expires: _____