

1316-507 ✓

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)
 DECLARATION OF
 RESTRICTIVE COVENANTS

The undersigned, Woodlands of Cleveland, L.L.C., hereinafter known as "Declarant", the owner of all the lots and tracts of land shown on plat of community known as Woodlands, dated January 15, 1999, and recorded in the R/D Office for Greenville County in Plat Book 39-G, at page 28, and being described in the deed to the Declarant dated February 3, 1999, and recorded Feb 3, 1999 in the R/D Office for Greenville County in Deed Book 1816, at page 504, deems it in the best interest of Declarant and future owners of said property to subject said property to the protective covenants, restrictions, reservations, servitudes and easements hereinafter set forth, each and all of which is and are for the benefits of said property and each and every part therefore and shall apply to and bind every present and future owner of said property or any part thereof, and each of their heirs, successors and assigns.

I.
GENERAL PURPOSE OF COVENANTS

The real property hereinabove described is subject to the covenants, restrictions, reservations, servitudes, and easements hereby declared to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners and lots against such improper use of surrounding lots as well depreciate the value of their property; to preserve so far as practicable the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property, to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvement of lots; to secure and maintain proper setbacks from street and adequate free spaces between structures; and in general to provide adequately for high type and quality of improvement in said property and thereby enhance the value of investments made by the purchasers of lots therein.

All uses and requirements shall be approved by any and all appropriate governmental authorities having jurisdiction thereof.

II.
USES PROHIBITED AND PERMITTED - SINGLE FAMILY RESIDENCE LOTS

1. Said property shall not be used nor shall any portion thereof be used for any purpose other than residence purpose. One smaller separate residence with a maximum occupancy of two persons as a "mother-in-law" or "servant's" quarters may be constructed subject to review by the Association. No trailer, shack, garage, barn or other outbuilding

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erected on the tract shall at any time be used as a permanent residence, nor shall any structure of a temporary character be used as a residence, except as permitted in paragraph 8.

2. No building other than a detached, single-family dwelling house (not to exceed two and one-half stories in height, excluding basement) and appurtenant outbuildings, including a private garage, guest house and other non-commercial outbuildings such as horse barns, stables, or workshops, shall be erected or constructed. There shall be no more than three (3) outbuildings or one (1) outbuilding per two and one-half (2 1/2) acres.

3. When the construction of any building on any lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time, but not to exceed two (2) years.

4. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on any lot or part thereof and no noxious, dangerous or offensive thing, actively or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property or any part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the remaining lots or their owners. However a home-based business, clerical or primarily information-based in character limited to one employee (for a total of two people involved in the business), is permitted. No signage is permitted and any increase in traffic must be insignificant.

5. Any dwelling house, appurtenant outbuilding or garage shall be constructed of new materials only, unless written permission to the contrary is granted by the Association. Exteriors of buildings shall be constructed of durable materials, not to include ribbed metal or translucent fiberglass siding or roofing. Unprotected sections of metal chimneys shall not be left exposed to the view of others. No intense or fluorescent paints shall be used externally, nor highly reflective surface treatments of any sort, nor paint or other decoration applied in stripes, dots or other repetitive geometric shapes. Except for low-voltage entrance, low-voltage landscape lighting, and temporary holiday decorations, no brightly colored or artificially lighted exterior lawn or yard decorations shall be placed on any lot so as to be visible to others and not obnoxious to neighbors. No previously constructed structure shall be moved upon any lot from another location without written permission from the Association. No sheet metal, exposed concrete blocks, asbestos siding or other unsightly material shall be installed in any structure. Mailboxes shall be of a U.S. Postal Service-approved type and shall be sturdily supported by something other than parts of machinery, chains, milk cans or similar articles. Fences, if erected, shall be made of some uniform material.

6. All domestic pets must not be allowed to adversely affect wildlife. Pets must be confined to lot owners' property. No farm animals excepting one (1) horse, pony, mule

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or donkey per 2.5 acres will be allowed. However, exotic animals may be kept with the approval of the Association.

7. No trash, garbage or other like household refuse shall be burned on any lot, nor shall any owner accumulate or maintain on his lot junked vehicles or litter, refuse or garbage, or other unsightly materials, except in receptacles provided for such purposes. No house trailer, mobile home, disabled vehicle, unsightly machinery or other junk shall be placed on any lot either temporarily or permanently. A properly designated representative of the Association (as hereinafter defined) may, at the owner's expense, remove any such house trailers, disabled vehicles, unsightly machinery or junk, from any lot. However, this shall not be construed as preventing the exhibition of tasteful "antique" yard displays, prohibiting the parking or keeping of travel trailers so long as they are maintained in a sightless manner and not used as a residence (except as permitted in paragraph 8).

8. Camping in a tent, recreational vehicle or motor home shall be limited to sixty (60) days per year. However, property owners may use a motor home, barns, etc. as a temporary residence while a home is under construction.

9. The amount of fully enclosed, heated, floor area, exclusive of porches, garages and basements devoted to living purposes shall, in each unit, total not less than twelve hundred (1200) square feet, with the ground floor level being of at least one thousand (100) square feet. No building shall be located nearer to the right-of-way margin than fifty (50). No building shall be located nearer than fifty (50) feet to any inner lot line of any Woodlands property.

10. Any fuel storage tank, satellite dish, antenna, etc., shall be placed or maintained away from joint use roadways in an inconspicuous manner.

11. No lots conveyed by the parties hereto shall be subdivided so as to create an additional building plot of less than 2 acres. Under no circumstances may an owner of any plot sell, lease or permit the use of any said plot as a way of entrance to any other property outside the boundaries of Woodlands without the written consent of the Association or the Association.

III.

APPROVAL OF PLANS, LOCATION AND SETBACK LINES OF STRUCTURES

1. No building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed or maintained on any lot or any part thereof, nor shall any alteration, addition, changing, extreme repairs, remodeling or adding to the exterior thereof be made until approved in writing by the Association. Prior to the commencement of any construction, excavation or other work, two (2) plot plans indicating

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and fixing the exact location of such structures or such altered structures on the lot with reference to all setback lines thereon shall be submitted to the Association for approval. For purposes of this paragraph, repairs to the exteriors shall be included only where such repairs alter the design guidelines previously approved. The Association shall approve only those plans and specifications which shall meet the minimum standards required by any and all applicable building codes.

2. Approval of plans, specifications and location of buildings by the Association shall be endorsed on both said plans and specifications and one set shall forthwith be returned by the Association to the lot owner submitting the same.

3. The approval by the Association of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the Association of the right to object any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in subsequent plan and specifications submitted for approval for use on other lots.

4. After such plans and specifications and other data submitted have been approved by the Association no building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said lot unless the same be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Association. If any building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said lot other than in accordance with the plans and specifications and plot plans theretofore approved by the Association such erection, construction, placing, alteration or maintenance shall be deemed to have been undertaken without the approval of the Association having ever been obtained as required by this Declaration.

5. (a) After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all the provisions of this paragraph unless notice to the contrary shall have been recorded in the public records of Greenville County or legal proceedings shall have been instituted to enforce such compliance.

(b) In the event that the Association shall fail for a period of forty-five (45) days to approve or disapprove any plans, specifications or plot plans submitted to them of approval, the same shall be deemed to have been approved.

6. During construction and prior to the occupancy of any dwelling constructed or erected on any plot, the Association shall be entitled to inspect the same to ascertain that the construction thereof is proceeding or has been completed in accordance with the plans and specifications. No dwelling shall be occupied until a final inspection has

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occurred and the Association have certified in writing that its construction has been completed in accordance with the plans and specifications.

7. The plans and specifications to be submitted to the Association shall show the nature, kind, shape, height, materials, floor plans, color scheme, location of such structural work to be done, the grading plan of the plat to be built upon, and the proposed square footage of the dwelling and the Association shall have the right to refuse to approve any such plans and specifications, grading plan, or proposed square footage which are not suitable or desirable, in Association's opinion for aesthetic or any other reasons, and in so passing upon plans and specifications and grading plans, shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the harmony of said structure with the surroundings and the effect of the building or other structures as planned and on the outlook from the adjacent or neighboring property.

8. An architectural committee may be appointed by the Association in accordance with the By-Laws of said entity. Said architectural committee may exercise all powers, duties, and responsibilities imposed upon the Association herein.

The Association shall prepare the initial design and development guidelines and application and review procedures (the "Design Guidelines") which shall be applicable to all construction activities within the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary from one portion of the Properties to another depending upon the location, unique characteristics, and intended use of such portion of the properties.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed construction and modifications shall be submitted to the appropriate committee for review and approval (or disapproval). In addition, information concerning, without limitation, irrigation systems, drainage, lighting, fences, outdoor pools, and any other special features of such proposed construction or modification, as applicable, shall be submitted.

The Association may authorize variances from compliance with these covenants and any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may be granted, however, only when unique circumstances dictate, and no variance shall be effective unless in writing, executed by act of the Association and filed of record. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

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The Association shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board of Directors, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon prior written request from the Board, as set forth in the By-Laws of the Association Owners shall, at their own cost and expense, bring such construction, alteration or other work into conformity with this Article to the satisfaction of the Board or remove such construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Association shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Lot and collected as a Benefitted Assessment.

In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Association, to pursue all legal and equitable remedies available to enforce the provisions of these covenants, conditions and restrictions.

The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter upon any Owners' Property without a prior notice for emergency, security, and safety reasons. The Association's rights may be exercised by the Association's Board of Directors, officers, agents, employees, managers and all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Owners' Property to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

The Association shall after prior notice as set forth in the By-laws of the Association, also have the power to enter an Owners' Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the By-Laws, or the rules and regulations. All costs of self-help, including reasonable attorneys' fees, shall be assessed against the violating Owner and shall be collected as provided herein for the collection of assessments.

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IV.

PRIVATE ROADWAY EASEMENT

1. The easement described herein and on said community plat shall run with the land and shall be for the benefit and use of the owners of all lots shown on the aforesaid plat, their heirs, successors, executors, administrators, assigns, and mortgagees. All properties within the Woodlands shall have a non-exclusive perpetual easement for pedestrian and vehicular ingress and egress over all roads which are now or hereafter designated.

VI.

WOODLANDS PROPERTY OWNERS ASSOCIATION, INC.

1. There shall be an eleemosynary corporation established for the benefit of the lot owners of the community, the name of which shall be WOODLANDS PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"). Until creation of such Association, all powers, duties and privileges to be exercised by such Association shall be vested in the developer.

2. The owner of each presently constituted lot as shown on the aforesaid plat shall be a member of said corporation and shall be entitled to one vote for each lot. When title to any lot is vested in two or more persons as tenants in common, votes shall be exercised as they among themselves shall determine.

3. Membership in the Association shall be appurtenant to and may not be separated from ownership of the lot which is subject to assessment.

4. All common areas as generally shown on the recorded community plat shall be conveyed to the Association, which shall be responsible for maintenance and upkeep. Additionally, the Association shall be responsible for maintenance of any and all community roads and streets which are not, and are not anticipated to be accepted into the public road system.

5. The land owners shall maintain the natural attributes to the area through tree and shrub conservation called a buffer zone. The buffer zone is different than the setback and is to preserve the vegetation in the buffer zone. A 25 foot buffer shall be used on all property lines where houses are located and adjacent situations. Said buffer shall have less than ten percent tree and shrub removal, excluding pine trees. This buffer area shall not be applicable to the boundary lying adjacent to the roadways and being on the same side of the roadway as a permanent dwelling.

6. The roadway shall be defined as a gravel roadway with adjacent drainage pipes, drainage structures and ditches and shall be considered a common area to be used

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by all Woodlands landowners and shall be used for the purpose of ingress and egress, by both pedestrians and vehicles.

**VII.
MAINTENANCE CHARGES**

1. Assessments for maintenance consistent with the By-Laws of the Association, shall be levied from time to time. The annual fee for road maintenance shall initially be Two Hundred Dollars (\$200.00) per year, per lot, commencing March 15, 1997. In each subsequent year thereafter, the amount of the annual road maintenance fee shall be set by a majority of the votes of the members of the Association taken at a regularly scheduled meeting at which a quorum is represented, either in person or by proxy. Ninety (90%) percent of the road maintenance fund must be used only on items directly affecting the roadway. (Examples: grading, gravel, ditch and drain pipe repairs and maintenance of used for beautification miscellaneous expenses and entrance gate, if installed.) The remaining 10% may be held in case of emergency by the Association.

2. Notwithstanding the assessment provisions contained in paragraph 1, whenever in the reasonable judgment of the Association it appears necessary to impose a special assessment or assessments for the purpose of capital improvements of the common roadways, including establishing a sinking fund for such purpose, and such plan is submitted to and approved by a majority of the votes of the members of the Association taken at any regularly scheduled or special meeting at which a quorum is present, either in person or by proxy, then such special assessments may be made and assessed and shall be due and payable upon such terms as established by the Association.

3. Landowners shall be responsible for damage to the road beyond normal wear and tear and all associated costs to repair, due to damage from personal vehicles, construction vehicles, delivery vehicles, etc. The repairs shall be done in a timely manner and are exclusive of the annual road maintenance and its fund.

4. Each assessment shall be due on such reasonable due date as may be established by the Association and the total amount of each assessment shall be established by the Association in accordance with its By-Laws. Any assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the then current legal interest rate. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee(s) to pay said assessment, which shall run with the land and be binding upon the grantee, his successors, heirs, and assigns.

5. Said assessments, if unpaid when due, shall constitute a lien upon the subject lot, which may be foreclosed in the same manner as a real estate mortgage, with interest, costs, and attorneys' fees to be added to the amount of such unpaid assessment.

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6. Said lien for assessment must be established by, and shall be effective from the time of, filing of a Notice of Lis Pendens in the Office of the Clerk of Court for Greenville County.

7. Said lien for assessments shall be subordinate to the lien of any mortgage, lien of laborers, contractors or materialmen furnishing labor and materials in connection with the construction of improvements located on said property, unless such lien is filed subsequent to the filing of said Notice of Lis Pendens as set forth in Section 5 of this Paragraph VII. Sale or transfer of any lot shall not affect the assessments lien; however, the sale or transfer of any lot pursuant to foreclosure of any lien enumerated above shall extinguish the lien for assessments as to assessments which became due prior to such sale or transfer but for which no Notice of Lis Pendens has been filed. Nothing herein shall affect the collection of any charges that shall become payable after the acquisition of title by a subsequent bona fide purchaser for value.

VIII. SIGNS

No advertisement or any advertising device of any character shall be erected, posted, displayed or permitted on or about any part of said property except one sign of not more than five (5) square feet in area advertising the property for sale.

IX. RESERVATIONS, SERVITUDES, AND EASEMENTS

1. All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building equipment and maintenance of said property. Each grantee or purchaser under contract of sale or agreement of purchase accepts the same subject to the covenants, restrictions, reservations, servitudes and easements. Such covenants, restrictions, reservations, servitudes and easements shall run with the land in perpetuity, except that the covenants and restrictions shall continue automatically and without further notice from that time or a period of thirty (30) years each without limitation unless within six (6) months prior to the expiration of any successive period of ten (10) years thereafter, a written agreement executed by the then record owners of lots in the property subject to this Declaration having an aggregate area equivalent to not less than 60% of the area of the total number of lots then subject to this Declaration shall be placed on record in the appropriate public record book, in which agreement any of the covenants or restrictions may be changed, modified, waived or extinguished in whole or part as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

2. In the event that any such written agreement of change or modification be

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fully executed and recorded, the original covenants or restrictions as therein modified shall continue in force for successive periods of ten (10) years each unless and until further changed, modified or extinguished in the manner herein provided.

3. Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or assessments of this Declaration, but any such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Association or an owner of any lot of said property.

X.

**VIOLATION OF COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS**

A breach or violation of any of the covenants, restrictions, reservations in whole or in part, is hereby declared to be and to constitute a nuisance and every remedy at law or equity against a nuisance, either public or private shall be applicable against any such owner of any lot and may be prohibited and enjoined by an injunction. Such remedy may be deemed cumulative. The losing party in such litigation shall pay all expense, including a reasonable attorneys' fees incurred by the other party in such legal proceeding.

Rules and Regulations. The Association, through its Board of Directors, may make, modify and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Such rules and regulations shall be binding upon all Owners, occupants, invitees, and licensees, if any, until and unless overruled, canceled, or modified at a regular or special meeting of the Association by the vote of Members holding at least seventy-five (75%) of the total votes in the Association.

Indemnification. The Association, to the fullest extent allowed by applicable law and in accordance therewith, shall indemnify every officer, director, and committee member against any and all damages and expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be

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Members of the Association).

XI.

RIGHT TO ENFORCE

The provisions contained in this Declaration shall bind and insure to the benefit of and be enforceable by the Association or by the owner or owners of any portion of said property, and each of their legal representatives, heirs, successors and assigns, and failure by the Association or by the owner or owners of any portion of said property of their legal representatives, heirs, successors and assigns, to enforce any of such covenants, restrictions, reservations, servitudes, and easements herein contained shall in no event be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

XII.

ASSIGNMENT OF POWERS

Any and all rights and powers and reservations of the Association herein contained may be deeded, conveyed, or assigned to another corporation, co-partnership, or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers it shall, to the extent of such deed, conveyance or assignment, have the same rights and powers and be subject to the same obligations and duties as are given to or as assumed by the Association herein, and thereupon Association shall be relieved of the performance of any other duty of obligation hereunder to the extent of such deed, conveyance, or assignment.

XIII.

THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

In the event any clause, community, term, provision or part of this Declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, community, term, provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable shall remain in full force and effect, and each and all of the paragraphs, terms, provisions, or parts of this Declaration are hereby declared to be severable and independent of each other.

IX.

GENERAL PROVISIONS

Except as otherwise specifically provided herein, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total votes in the Association.

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To be effective, any amendment must be recorded in the R/D Office for Greenville County, South Carolina.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Except as otherwise specifically provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Owners holding seventy-five percent (75%) of the total votes of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the board of Directors may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot coming due prior to the date upon which such notice is received by the Board of Directors including assessment obligations, notwithstanding the transfer of title to the Owners Property.

Each transferee of a Lot shall, within seven (7) days of taking title to the Owners Property, confirm that the information previously provided by the transferor is complete and accurate.

IN WITNESS WHEREOF, the undersigned has hereby set his hand and seal this 3 day of February, 1999.

IN THE PRESENCE OF:

Jerisa S. Porter

J. D. Brown

WOODLANDS OF CLEVELAND, L.L.C.

BY: Jeffrey W. Brown
Jeffrey W. Brown, Member

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named WOODLANDS OF CLEVELAND, L.L.C. by its Member sign, seal and as its act and deed deliver the within written Restrictive Covenants and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Jessie S. Pater

SWORN to before me this 3
day of February, 1999.

D. P. W.
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 01/06/007

FILED FOR RECORD IN GREENVILLE
COUNTY SC R.O.D. OFFICE AT 03:30 PM
02/03/99 RECORDED IN DEED
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DOC # 99009849

Judy A. Hiv