

STATE OF SOUTH CAROLINA)
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 COUNTY OF SPARTANBURG)
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**DECLARATION OF PROTECTIVE
 COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS OF
 SPARTAN EXCHANGE VILLAGE -
 RESIDENTIAL SUBDIVISION**

THIS DECLARATION is made this 13th day of DECEMBER, 2006, by BVI Development Corp. a South Carolina corporation (collectively referred to as "the Developer").

WITNESSETH:

WHEREAS, the Developer is the owner of certain lots of land located on Twin Springs Drive on The North Tyger River Reservoir, Spartanburg County, South Carolina, and more particularly shown and described upon a plat entitled "Spartan Exchange Village – Phase I, Section 2" subdivision lots 100-133 prepared by Lavender and Smith Associates Surveying, dated 10/2/06, and recorded in Plat Book 160, page 855, Register of Deeds for Spartanburg County, South Carolina; and

WHEREAS, Spartan Exchange Village Residential Subdivision (the "Subdivision") is a residential community, and the Developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in the Subdivision as shown on the above plat to the within Protective Covenants, Conditions, Restrictions and Easements (hereinafter referred to as "the Covenants"); and

WHEREAS, the Developer deems it desirable to create an agency, known as Spartan Exchange Village Residential Subdivision Homeowners' Association, Inc. ("the Association"), to which it will, at the appropriate time, delegate and assign its rights hereunder including the right to maintain and administer common facilities, enforce these Covenants, and collect and disburse the assessments and charges hereafter created;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the Developer and future property owners of lots shown on the above plat, the Developer does hereby impose the following protective covenants, conditions, restrictions and easements, including charges and liens.

1. SINGLE FAMILY RESIDENTIAL USE. The above described lots shall be used for residential purposes only, and no structure shall be erected or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage or outbuilding incidental to residential use of the property. No lot shall be subdivided, except to increase the size of adjacent lots.

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 Stephen Ford, Register



2. **MINIMUM HEATED AREA.** No dwelling containing less than ONE THOUSAND SIX HUNDRED (1,600) square feet of heated floor space on the main floor, or less than TWO THOUSAND FIVE HUNDRED (2,500) square feet of total space, or which shows exposed areas of concrete block, secondhand materials or other shoddy materials or construction, shall be constructed or otherwise allowed to remain thereon. No dwelling, building, or structure shall be erected or permitted without prior written approval of the Developer.

3. **BUILDING SETBACK LINES.** No building shall be located nearer to the front lot line than FIFTY (50) feet nor nearer than FIFTY (50) feet to any side lot line running along any side street. Furthermore, no building shall be located nearer than TEN (10) feet to any other line. When more than one lot is used for the erection of a single residence, the entire tract so used shall be considered ONE (1) lot for the purpose of this paragraph.

4. **SEWAGE DISPOSAL REQUIREMENTS.** All sewage disposal shall be by use of the public sewer system; with the approval of the Spartanburg Sanitary Sewer District. No septic tank systems allowed.

5. **PROHIBITED BUILDING MATERIALS.** Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer (or, at the appropriate time, as successor to the Developer, the Association). No vinyl siding shall be used for the exterior construction of any building or structure; this also includes chimneys. No more than 50% of the exterior of any building or structure may be covered in "hardiplank" or cement board siding. Outbuildings must be the same quality of construction as the dwelling and must use the same exterior covering as the dwelling. No dwelling, building, or structure shall be erected or permitted without prior written approval of the Developer.

6. **TRAILERS AND MOBILE HOMES PROHIBITED.** No trailer, mobile home, including double-wide mobile home, tent, shack, barn or other outbuilding shall be allowed on the property at any time or used as a residence, temporarily or permanently, nor shall any structure of a temporary nature be used as a residence. Pre-engineered log homes are not permitted. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot. Finally, Developer (and subsequently the Association) retains sole discretion and authority as to all such approval or disapproval as provided for herein.

7. **REQUIREMENTS FOR DRIVEWAYS.** All driveways shall be paved and will be constructed and maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb intact and undamaged.

8. **DEVELOPER'S DISCLAIMER.** DEVELOPER AND ITS SUCCESSORS AND ASSIGNS, AS WELL AS ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY

PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON OR ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, WHILE DEVELOPER IS NOT AWARE OF ANY LOTS CONTAINING FILL DIRT, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.

9. GENERAL EASEMENTS. Developer reserves an easement in each lot over the side and rear FIVE (5) feet of the property for the installation, maintenance and repair of utilities and/or storm drainage facilities. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure located upon a lot.

10. FENCING. No building or fence nor anything else shall be erected on any lot until the design and location thereof have been approved in writing by the Developer as provided for herein. Furthermore, chain link fencing is not permitted on any lot or any place else in the Subdivision under any circumstances.

11. STREET RIGHT-OF-WAY & LANDSCAPE REQUIREMENTS. After a residence has been built on a lot, the owner of said lot shall be responsible for planting and maintaining a grass strip running from the front edge of said lot to the edge of the pavement of the street on which said lot faces. Corner lot owners shall be responsible for planting and maintaining grass not only on a strip between the front of the lot and the edge of the street on which said lot faces, but also from the edge of said lot to the edge of any side street on which said lot borders. Furthermore, the owner of any lot shall plant and maintain adequate shrubs around the front foundation of the residence, and shall maintain a minimum of six (6) trees, three (3) in the front and three (3) in the back of the residence with minimum two inch (2") caliper. Said trees can either be existing trees or planted after construction. All reasonable efforts shall be made to preserve the existing trees on each building site or lot.

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

13. NUISANCE AND OFFENSIVE ACTIVITIES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or adversely affect the value of neighboring property. No use of ATV's, 4-wheelers and/or motorcycles shall be permitted anywhere in the Subdivision.

14. PARKING OF BOATS AND RECREATIONAL VEHICLES AND ABANDONED VEHICLES. No camping trailer, boat, boat trailer or other similar recreational vehicle, abandoned vehicle, or other device or equipment shall be permitted on any lot unless screened appropriately so as to not be visible from any other lot or from any street.

15. SWINGSETS. Swingsets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment shall be located on the rear portion of a lot. No additional concrete or asphalt pad may be poured for any recreational use from the back corner of the home to the front property line.

16. ANIMALS/LIVESTOCK. No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to others.

17. TRASH RECEPTACLES & CLOTHESLINES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view or the view of any other lot. Outdoor clotheslines shall not be permitted

18. SCREENING OF YARD EQUIPMENT. Lawn mowers or other lawn maintenance equipment, fuel tanks (i.e. oil or propane tanks) shall be kept in a screened or an enclosed area so as to not be visible from any street or elsewhere, and shall be stored to the rear of the house located thereon.

19. TELEVISION ANTENNA AND SATELLITE DISHES. A standard roof-mounted or chimney-mounted television antenna and/or an 18" dish antenna only are permitted. No radio antennae will be permitted on the property or lot.

20. SIGNAGE. No signboard shall be displayed on any lot in the development except a "FOR SALE" sign. Such sign shall not be more than TWO (2) feet by THREE (3) feet in size except that the Developer shall have the right to use additional signs for the development of the Subdivision.

21. COVENANT OF GOOD APPEARANCE AND REPAIR. Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the appearance of the Subdivision. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a

good state of repair and appearance, the Developer and/or the Association, or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least THIRTY (30) days to correct specified deficiencies. In the event the owner or owners of a lot shall fail to pay such charges within THIRTY (30) DAYS OF BILLING, SAME MAY BE COLLECTED IN THE SAME MANNER AND UNDER THE SAME TERMS AS OTHER ASSESSMENTS PROVIDED FOR HEREIN. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

22. STREET LIGHTING. If street or sign lighting is installed by the Developer, the cost and expense of operation may be transferred to the Association at any time after ONE (1) year from the date hereof.

23. FIREWORKS. Shooting of fireworks of any kind, and the storage thereof, is prohibited unless carried out in conjunction with a supervised activity of the Developer or the Association.

24. TERM. Easements of record and any easements shown upon the recorded plat are reserved and shall run with the land in perpetuity and the other covenants, conditions and restrictions herein contained shall run with the land and shall be binding on all present owners and all persons claiming under them, until January 1, 2030, at which time said covenants shall automatically renew for a successive 10-year periods unless a majority of the then owners shall agree in writing to terminate or otherwise modify them.

25. COVENANT VIOLATIONS. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from doing so or recovering damages or other dues for such violation. Invalidation of any one or more of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

**26. SPARTAN EXCHANGE VILLAGE RESIDENTIAL SUBDIVISION
HOME OWNERS ASSOCIATION.**

A. Membership. Every person or entity that is a record owner of any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

B. Voting Rights. The Association shall have two (2) classes of voting membership as follows:

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

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

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

(b) January 1, 2025.

27. COVENANT FOR MAINTENANCE ASSESSMENTS.

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

(1) Annual assessments or charges; and

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

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

(1) Expenses related to the upkeep, maintenance and replacement of signs within the Subdivision identifying the subdivision, containing street names or other safety signs, if any.

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

(3) Expenses for the maintenance and upkeep of landscaped areas, including areas designated for sign easements.

(4) For any other purpose, the cost and expense of which reasonably relate to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these Covenants.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 2007. For the year beginning January 1, 2007, the annual assessment shall be \$100.00 per lot. Beginning January 1, 2008, the annual assessment may be adjusted by vote of the Members as herein provided. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. Lots owned by the Developer or builders shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

D. 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 or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the consent of TWO-THIRDS (2/3's) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least THIRTY (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations in Paragraph 27.C. above, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Paragraph 27.C. hereof prospectively for any such period provided that any such change shall have the assent of TWO-THIRDS (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least THIRTY (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized Under Paragraphs 27.D and 27.E. . The quorum required for any action respecting assessments authorized by Paragraphs 27.D and 27.E. hereof shall be the number of Members actually present at a meeting duly called and convened pursuant to Paragraphs 27.D and 27.E. hereof.

G. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 2007, and on January 1 of each year thereafter. Furthermore, if not in the possession of the Developer or Association by January 31st of that particular year, that particular assessment will be deemed to

be delinquent. Annual Assessments are not to be prorated as between an owner and the Association. Prior to January 1, 2007, the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under Paragraph 27.D. hereof shall be fixed in the resolution authorizing such assessment.

H. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of any special assessment and at least THIRTY (30) days in advance of the due date of any assessment prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If any assessments are not paid by the date when due (being the date specified in Paragraph 27.G. above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, and his heirs, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take title subject to any outstanding lien for assessments. If the assessment is not paid within THIRTY (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) until fully paid. The Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

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

28. ENFORCEMENT BY HOME OWNERS ASSOCIATION. Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Association shall have standing to enforce the within covenants and the obligations imposed herein in the same manner and to the same extent as does the Developer. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations

which may be set forth in the By-Laws of the Association adopted in accordance with the terms hereof.

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

30. AMENDMENTS. Except as otherwise provided to the contrary, the terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least TWO-THIRDS (2/3) of the Lots in the Subdivision. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the terms hercof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

31. EFFECT OF COVENANTS AND ENFORCEMENT.

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

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

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

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

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

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer and the Association, as well as their respective successors and assigns, and any owner, and his heirs, successors and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance with the terms hereof and to prevent the violation or breach in any event, and if appropriate, to recover damages against the wrongdoer. Under all circumstances, damage shall be deemed to accrue against the

wrongdoer at the rate of no less Ten and No/100 (\$10.00) Dollars per day from the date of initial violation until the date all violations cease.

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

D. Enforcement Remedies. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversation, maintenance or use; (2) to restrain, correct or abate such violation or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct business or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party.

32. MISCELLANEOUS.

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

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

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

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

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

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33. The within Covenants shall be binding upon the Developer, Association, subsequent owners, and all other parties referred to above as well as each such parties' heirs, administrators, executors, successors.

IN WITNESS WHEREOF, the undersigned have hereunto set their seals as of the day and year first above written.

WITNESSES

SPARTAN EXCHANGE VILLAGE
RESIDENTIAL SUBDIVISION

J.P. Baehr

BVI Development Corp.

Carol S. Wilson

By: J.P. Baehr, V.P.
(J.P. Baehr) (Vice-President)

(CORPORATE SEAL)

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

Personally appeared before me the witness above named, who made an oath that he/she saw the above named duly authorized officers of BVI Development Corp. sign, seal and deliver the within Declaration of Protective Covenants, Conditions, Restrictions and Easements of Spartan Exchange Village Residential Subdivision, and he/she, with the other witness above named, witnessed the execution thereof.

J.P. Baehr

SWORN to and subscribed before me

on this 13 day of December, 2006.

C. Kimberly Hendrickson
NOTARY PUBLIC for South Carolina
My Commission expires: September 25, 2012