STATE OF SOUTH CAROLINA)
) FIRST AMENDMENT TO
COUNTY OF SPARTANBURG) DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS
) OF WEDGEWOOD TOWNES

THIS FIRST AMENDMENT made on the date hereinafter set forth by Westminster Company, a North Carolina corporation, hereinafter referred to as "Declarant",

WHEREAS, Declarant is the owner of certain property in Spartanburg County, State of South Carolina, which is described as follows:

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Spartanburg, on the East side of Zion Hill Road near the intersection of Mabry Drive, containing 0.36 acres, and shown as one of two lots designated "Future Dev.", containing 0.36 acres; subject property being the particular lot fronting on the right of way of Zion Hill Road and more fully shown on a plat entitled "Wedgewood Townes, Phase I, Section I, prepared by Heaner Engineering Co., Inc., dated September 21, 1982 and recorded in Plat Book 88 at page 182 in RMC Office for Spartanburg County, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an old iron pin on the eastern edge of the Zion Hill Road right of way, being the northwestern corner of the property and running thence N. 60-56-40 E. 110 feet to a point; running thence S. 46-36-03 E. 132.84 feet to a point; running thence S. 43-23-57 W. 104.88 feet to a point on said road right of way; running thence with the eastern side of said right of way N. 46-36-03 W. 166 feet to an old iron pin, the POINT OF BEGINNING.

RECORDED
83 MAR 25 AM 11:05
R.M.C.
SPARTANBURG, S.C.

WHEREAS, Declarant desires to annex the above-described property and merge it with the property subject to the provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 49-C at page 109 in the RMC Office for Spartanburg County, and to the Articles of Incorporation and By-Laws of Wadgewood Townes Association, Inc.;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the provisions of said Declaration of Covenants, Conditions and Restrictions and to the Articles of Incorporation and By-Laws of Wedgewood Townes Association, Inc., and the same are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 24th day of March, 1983.

DEED 49L PAGE 374

Signed, Sealed and Delivered

WESTMINSTER COMPANY
By: _____ (SEAL)
Its Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) PROBATE

Personally appeared the undersigned witness whose name is subscribed above and made oath that (s)he saw the within named Westminster Company by James B. Mayo, III, its Vice President, and the said Corporation, by said officer, seal said First Amendment To Declaration Of Covenants, Conditions And Restrictions Of Wedgewood Townes, and as its act and deed, deliver the same, and that (s)he with the second witness whose name is subscribed above, witnessed the execution thereof.

Sworn to before me this 24th day of March, 1983

_____ (SEAL)
Notary Public for S. C.
My commission expires: 5-22-91

BK 49 P - 960

RECORDED

'83 MAY 31 AM 10:28

R.M.C.
SPARTANBURG, S.C.

STATE OF SOUTH CAROLINA)
) SECOND AMENDMENT TO
COUNTY OF SPARTANBURG) DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS
) OF WEDGEWOOD TOWNES

THIS SECOND AMENDMENT made on the date hereinafter set forth by Westminster Company, a North Carolina corporation, hereinafter referred to as "Declarant",

WHEREAS, Declarant is the owner of certain property in Spartanburg County, State of South Carolina, which is described as follows:

> All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Spartanburg, on the East side of Zion Hill Road near the intersection of Mabry Drive, containing 0.53 acres, designated "Future Dev." and more fully shown on a plat entitled "Wedgewood Townes, Phase I Section I, prepared by Heaner Engineering Co., Inc., dated September 21, 1982 and recorded in Plat Book 88 at page 182 in RMC Office for Spartanburg County,

WHEREAS, Declarant desires to annex the above-described property and merge it with the property subject to the provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 49-C at page 109 in the RMC Office for Spartanburg County, and to the Articles of Incorporation and By-Laws of Wedgewood Townes Association, Inc.;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the provisions of said Declaration of Covenants, Conditions and Restrictions and to the Articles of Incorporation and By-Laws of Wedgewood Townes Association, Inc., and the same are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 24th day of May, 1983.

Signed, Sealed and Delivered
Mary B. Cox
Allyce W. Fox

WESTMINSTER COMPANY
By: James B. Mayo (SEAL)
Its Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) PROBATE

Personally appeared the undersigned witness whose name is subscribed above and made oath that (s)he saw the within named Westminster Company by James B. Mayo, III, its Vice President, and the said Corporation, by said officer, seal said Second Amendment To Declaration Of Covenants, Conditions And Restrictions Of Wedgewood Townes, and as its act and deed, deliver the same, and that (s)he with the second witness whose name is subscribed above, witnessed the execution thereof.

Sworn to before me this 24th day of May, 1983.

Allyce W. Fox

Mary B. Cox (SEAL)
Notary Public for S. C.
My commission expires: 5-22-89

DEED 49 Y PAGE 820

STATE OF SOUTH CAROLINA)
) THIRD AMENDMENT TO
COUNTY OF SPARTANBURG) DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS
) OF WEDGEWOOD TOWNES

THIS SECOND AMENDMENT made on the date hereinafter set forth by Westminster Company, a North Carolina corporation, hereinafter referred to as "Declarant",

WHEREAS, Declarant is the owner of certain property in Spartanburg County, State of South Carolina, which is described as follows:

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Spartanburg, on the East side of Zion Hill Road near the intersection of Mabry Drive, containing 0.36 acres, designated "Future Dev." and more fully shown on a plat entitled "Wedgewood Townes, Section 1, Phase I, II & III" prepared by Heaner Engineering Co., Inc., dated May 11, 1983 and recorded in Plat Book 89 at page 345 in RMC Office for Spartanburg County,

WHEREAS, Declarant desires to annex the above-described property and merge it with the property subject to the provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 49-C at page 109 in the RMC Office for Spartanburg County, and to the Articles of Incorporation and By-Laws of Wedgewood Townes Association, Inc.;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the provisions of said Declaration of Covenants, Conditions and Restrictions and to the Articles of Incorporation and By-Laws of Wedgewood Townes Association, Inc., and the same are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 31st day of October, 1983.

Signed, Sealed and Delivered
Wm Vaughn Smith
Mary B Ogg

WESTMINSTER COMPANY
By: James B. Mayo (SEAL)
Its Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) PROBATE

Personally appeared the undersigned witness whose name is subscribed above and made oath that (s)he saw the within named Westminster Company by James B. Mayo, III, its Vice President, and the said Corporation, by said officer, seal said Second Amendment To Declaration Of Covenants, Conditions And Restrictions Of Wedgewood Townes, and as its act and deed, deliver the same, and that (s)he with the second witness whose name is subscribed above, witnessed the execution thereof.

Sworn to before me this 31st day of October, 1983.

Wm Vaughn Smith

Mary B Ogg (SEAL)
Notary Public for S. C.
My commission expires: 3-22-89

DEED 50 X PAGE 241

STATE OF SOUTH CAROLINA)
) FOURTH AMENDMENT TO
COUNTY OF SPARTANBURG) DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS
) OF WEDGEWOOD TOWNES

THIS FOURTH AMENDMENT made on the date hereinafter set forth by Westminster Company, a North Carolina corporation, hereinafter referred to as "Declarant",

WHEREAS, Declarant is the owner of certain property in Spartanburg County, State of South Carolina, which is described as follows:

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Spartanburg, on the East side of Zion Hill Road near the intersection of Mabry Drive, containing 0.92 acres, shown on a plat entitled "Wedgewood Townes, Section II, Phase I" prepared by Heaner Engineering Co., Inc., dated September 7, 1984 and recorded November 29, 1984 in Plat Book 92 at page 790 in RMC Office for Spartanburg County,

BEGINNING at a point at the Northeast corner of Section I of the Wedgewood Townes Subdivision and running thence N 60-56-40 E 177.43 feet to a point: running thence S 29-05-39 E 229.14 feet to a point; thence S 60-56-40 W 135.84 feet to a point; thence N 84-07-52 W 50.91 feet to a point; thence N 29-03-20 W 200.00 feet to a point, the POINT OF BEGINNING.

RECORDED
1984 DEC -4 AM 9:42
R.M.C.
SPARTANBURG, S.C.

WHEREAS, Declarant desires to annex the above-described property and merge it with the property subject to the provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 49-C at page 109 in the RMC Office for Spartanburg County, and to the Articles of Incorporation and By-Laws of Wedgewood Townes Association, Inc.;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the provisions of said Declaration of Covenants, Conditions and Restrictions and to the Articles of Incorporation and By-Laws of Wedgewood Townes Association, Inc., and the same are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 30th day of November, 1984.

Signed, Sealed and Delivered
Donald B. Williams
Karen W. Harris

WESTMINSTER COMPANY
By: F.A. Norwood (SEAL)
Its Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) PROBATE

Personally appeared the undersigned witness whose name is subscribed above and made oath that (s)he saw the within named Westminster Company by F.A. Norwood, its Vice President, and the said Corporation, by said officer, seal said Fourth Amendment To Declaration Of Covenants, Conditions And Restrictions Of Wedgewood Townes, and as its act and deed, deliver the same, and that (s)he with the second witness whose name is subscribed above, witnessed the execution thereof.

Donald B. Williams

Sworn to before me this 30th day of November, 1984.

Karen W. Harris (SEAL)
Notary Public for S. C.
My commission expires: Nov. 13, 1994

004 4DOCs #044R

BOOK 51 W PAGE 185

STATE OF SOUTH CAROLINA)
) FIFTH AMENDMENT TO
COUNTY OF SPARTANBURG) DECLARATION OF COVENANTS,
) CONDITIONS AND RESTRICTIONS
) OF WEDGEWOOD TOWNES

THIS FIFTH AMENDMENT made on the date hereinafter set forth by Westminster Company, a North Carolina corporation, hereinafter referred to as "Declarant",

WHEREAS, Declarant is the owner of certain property in Spartanburg County, State of South Carolina, which is described as follows:

RECORDED
1985 DEC 10 PM 2:29
R.M.C.
SPARTANBURG, S.C.

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Spartanburg, on the East side of Zion Hill Road near the intersection of Mabry Drive, containing 0.62 acres, shown on a plat entitled "Wedgewood Townes, Section II, Phase I & II" prepared by Heaner Engineering Co., Inc., dated July 23, 1985 and recorded in Plat Book 95 at page 576 in RMC Office for Spartanburg County.

WHEREAS, Declarant desires to annex the above-described property and merge it with the property subject to the provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 49-C at page 109 in the RMC Office for Spartanburg County, and to the Articles of Incorporation and By-Laws of Wedgewood Townes Association, Inc.;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the provisions of said Declaration of Covenants, Conditions and Restrictions and to the Articles of Incorporation and By-Laws of Wedgewood Townes Association, Inc., and the same are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 6th day of December, 1985.

Signed, Sealed and Delivered
Jacquelyn M. Graham
Michael E. Smith

WESTMINSTER COMPANY
BY: F A Norwood (SEAL)
Its Vice President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) PROBATE

Personally appeared the undersigned witness whose name is subscribed above and made oath that (s)he saw the within named Westminster Company by F A Norwood, its Vice President, and the said Corporation, by said officer, seal said Fifth Amendment To Declaration Of Covenants, Conditions And Restrictions Of Wedgewood Townes, and as its act and deed, deliver the same, and that (s)he with the second witness whose name is subscribed above, witnessed the execution thereof.

Jacquelyn M. Graham

Sworn to before me this 6th day of December, 1985.

Betty D. Crowe (SEAL)
Notary Public for S. C.
My commission expires: 5/15/94

PD 058 4DOCa 21042

BOOK 49C PAGE 109

STATE OF SOUTH CAROLINA)
) DECLARATION OF COVENANTS,
COUNTY OF SPARTANBURG) CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WESTMINSTER COMPANY, a North Carolina corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Spartanburg County, State of South Carolina, which is more particularly described as:

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Spartanburg, containing 3.21 acres, more or less, as is more fully shown on a plat entitled "Wedgewood Townes, Section I, Phase I", prepared by Heaner Engineering Co., Inc. dated September 21, 1982 and recorded in the RMC Office for Spartanburg County on September 28, 1982 in Plat Book 88 at Page 182, and having such metes and bounds as shown in Exhibit "A", the same being incorporated herein by reference.

1982 SEP 29 PM 4:26
R.M.C.
SPARTANBURG, S.C.

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 the 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 WEDGEWOOD TOWNES ASSOCIATION, INC., 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 those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

ARTICLE VII OF THIS DOCUMENT IS SUBJECT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT.

PD 347 21DCCa 1203A

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Spartanburg, containing 3.21 acres, more or less, as is more fully shown on a plat entitled "Wedgewood Townes, Section I, Phase I", prepared by Heaner Engineering Co., Inc. dated September 21, 1982 and recorded in the RMC Office for Spartanburg County on September 28, 1982 in Plat Book 88 at Page 182, and having such metes and bounds as shown in Exhibit "A", the same being incorporated herein by reference.

Less, however, lots nos. A in Building 1 through F, inclusive, in Building 1, as are more fully shown on said plat as areas to be owned by individuals.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common area.

Section 6. "Declarant" shall mean and refer to WESTMINSTER COMPANY, a North Carolina corporation, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Additional properties and improvements, including common area, may be annexed in the manner provided in this Article to the Property herein described. Additional properties so annexed shall be merged with the Property 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.

Section 2. Additional land within the area described in attached Exhibit B, or subsequently acquired land contiguous to the described land may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 3. In addition to annexations as provided in Section 2 of this Article, other contiguous residential property may be annexed at any time with the express consent of two-thirds (2/3) of each class of members.

ARTICLE III

PROPERTY RIGHTS

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a 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 utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded;

(d) The rights of owners to the exclusive use of parking spaces as provided in this Article;

(e) 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.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to Common Area and Construction Access. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common areas located in Phase I as shown upon the recorded map referred to in the premises of this Declaration, to the Association, free and clear of all liens and encumbrances, at the time or prior to the conveyance of the first lot in each respective parcel, except utility and drainage easements and easements to governmental authorities upon condition that such area as shall be designated "common area" shall be for the sole and exclusive use and benefit of members, as long as such area is maintained in conformity with the requirements of this Declaration, the By-Laws and the Articles of Incorporation of the Association, at the sole expense of the owners. Similarly, the Declarant will convey to the Association, upon the same conditions and for the same uses and purposes, common areas which are parts of any additional properties that are annexed by it in the future.

The title to "common area" granted by Declarant to the Association shall be subject to the right of Declarant, its agents, designees, successors and assigns to use such common area for access to other property in which Declarant has an ownership interest or which is annexed under Article II including but not limited to construction activity.

Section 4. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. No boats, trailers, campers or recreational vehicles shall be parked within the common area, or rights of way of any public or private street in or adjacent to the Property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: The Class B member(s) shall be the Declarant 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; provided, however, that the Class B membership shall be reinstated with all rights, privileges and responsibilities if, after conversion of the Class B membership to Class A membership as herein provided, additional lands are annexed to the Property by the Declarant in the manner provided in Article II of this Declaration, or

(b) January 1, 1988.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and 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 assessments or charges, and (2) special assessments for capital improvements, and costs in excess of insurance proceeds, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with 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. The assessments levied by the Association shall be used exclusively to promote the recreation, health, security, safety and welfare of the residents in the properties and in particular for

the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the homes situated upon the properties or for the use and enjoyment of the common area, including, but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the common area, the procurement and maintenance of insurance related to the common area, its facilities and use in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, costs of construction, reconstruction, repair or replacement in excess of insurance proceeds covering the homes situated on the properties, and such other needs as may arise.

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 $900.00 per lot; provided, however, the assessment for the Class B member for any vacant lot or a lot superimposed with an unoccupied or unsold home shall be not less than twenty-five percent (25%) percent of the Class A assessment.

From January 1 of the calendar year immediately following the first conveyance of a lot to an owner:

(a) The maximum annual assessment shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by a percentage which may not exceed the percentage increase shown on the U. S. Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners or, if such index shall cease to be published by the index most nearly comparable thereto.

(b) The maximum annual assessment may be increased without limit 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.

At any time the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 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 within each class for all lots subject to assessment in such class and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall be collected on a monthly basis and shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment against each lot and send written notice of each assessment 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.

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 of six percent (6%) 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 property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for any of the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien or lien provided for in the preceding section. However, the sale or transfer of any lot pursuant to a foreclosure of a first mortgage or any conveyance or assignment in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of South Carolina shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be

commenced, erected or maintained upon the properties, 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Provided that nothing herein contained shall be construed to permit interference with the development of the properties by the Declarant so long as said development follows the general plan of development of the properties previously approved by the FHA/VA.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and subject to the South Carolina Uniform Arbitration Act.

ARTICLE VIII

EXTERIOR MAINTENANCE

In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: Paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In order to enable the association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each lot at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance, repair or replacement is caused through the willful, or negligent act of the owner, his family, guests, or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, attending a strike, civil commotion, aircrafts, vehicles and smoke, as the foregoing are defined and explained in South Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement or repairs, shall be added to and become a part of the assessment to which such lot is subject.

Any owner who fences or encloses any portion of his lot (which fence or enclosure shall require the prior approval of the Association) may plant trees, shrubs, flowers, and grass in the fenced or enclosed portion as he elects and shall maintain the fenced or enclosed portion at his own expense, provided that such maintenance does not hinder the association in performing its maintenance duties as to the townhouse, the remaining yard spaces, or the limited common area. No such maintenance by an owner shall reduce the assessment payable by him to the Association. If, in the opinion of the Association, any such owner fails to maintain his yard in a neat and orderly manner, the Association may revoke the owner's maintenance rights for a period not to exceed one year and the Association shall perform maintenance during the revocation period. The owner shall not plant any vegetation in front of his townhouse except with the prior written approval of the Association.

ARTICLE IX

USE RESTRICTIONS

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed three stories in height.

Section 2. Sales and Construction Facilities of Declarant. Notwithstanding any provision in Section 1, Declarant, its agents, employees and contractors shall be permitted to maintain during the period of construction and sale of the lots in the properties upon such portion of the properties as Declarant may choose, such facilities as may be reasonably required in the construction, sale of lots, including, but not limited to, a business office, storage area, construction yards, signs, model lots, sales office, construction office, parking area and lighting and temporary

parking facilities for all prospective tenants or purchasers of Declarant.

Section 3. No Other Business. No other business activity of any kind shall be conducted in any lot or in the properties.

Section 4. Dwelling Specifications. No dwelling shall be permitted, costing less than $20,000.00 based on current building costs and having a ground area of the main structure, exclusive of one-story open porches, of less than 950 square feet for a one-story dwelling nor less than 500 square feet per story for a dwelling of more than one story.

Section 5. Nuisance. No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

Section 6. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial purpose.

Section 7. Outside Antennas. No outside radio or television antennas shall be erected on any lot or dwelling unit within the properties unless and until permission for the same has been granted by the Board of Directors of the Association or its architectural control committee.

Section 8. Clothes Drying. No drying or airing of any clothing or bedding shall be permitted outdoors on any lot within the properties other than between the hours of 8 a.m. and 5 p.m. on Monday through Friday and 8 a.m. and 1 p.m. on Saturdays (except when any such day shall fall upon a holiday) and clothes hanging devices such as lines, reels, poles, frames, etc. shall be stored out of sight other than during the times aforementioned.

ARTICLE X

EASEMENTS

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

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

title to any lot.

ARTICLE XI

COVENANTS OF OWNER TO KEEP UNITS INSURED AGAINST LOSS, TO REBUILD AND TO KEEP IN GOOD REPAIR

The Declarant covenants with the Association, on behalf of itself and on behalf of each subsequent owner of a lot within the properties, and each owner of any lot within the properties, by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, or by exercise of any act of ownership, is deemed to covenant:

(1) To keep each dwelling unit upon a lot subject to assessment insured against loss by fire with what is commonly called extended coverage in an amount equal to at least one hundred (100%) percent of the replacement value of such dwelling unit;

(2) To name the Association as an insured "as its interest may appear" so that the Association shall be entitled to receive notice of cancellation of such insurance policies (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any lot) which shall be issued by companies acceptable to the Association;

(3) To apply the full amount of any insurance proceeds to the rebuilding or repair of any dwelling unit (subject to the provisions and covenants contained in any mortgage or mortgages creating a lien against any lot, provided the dwelling is insured under a group or hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds);

(4) To rebuild or restore the dwelling unit in the event of damage thereto; and provided the dwelling is insured under a group or hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds, and

(5) To keep the dwelling unit in good repair as provided by the By-Laws of the Association.

In the event of non-payment of any premium for insurance required under this Article XI, the Association is authorized to pay such premium and sums so paid shall become a lien upon the insured lot which shall be enforceable in the same manner and to the same extent as provided for enforcement of liens for assessments hereunder.

In order to facilitate insurance coverage, the Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all single-family residential units, unless the owners thereof have supplied proof of adequate coverage to the Board of Directors' complete satisfaction, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard.

Such policies shall provide that insurance proceeds payable on account of loss of, or damage to, the real property shall be adjusted with the carrier(s) by the Wedgewood Townes Association, Inc. and shall be payable solely to the homeowner's mortgagee, if any, and the Wedgewood Townes Association, Inc., as Insurance Trustee for the homeowner(s). Such insurance proceeds shall be applied to repair or restoration of the property as hereinafter provided. All such insurance policies shall provide that coverage may not be cancelled by the carrier without first giving the Wedgewood Townes Association, Inc., and unit mortgagee, if any, ten days' written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any unit owner, members of the unit owners' family, the Wedgewood Townes Association, Inc., its officers, agents and employees, as well as a waiver of the "prorata" clause.

The Association shall also obtain a broad form public liability policy covering all common area and all damage or injury caused by the negligence of the Association or any of its agents, officers or employees in an amount of not less than one million dollars for each occurrence and such policies shall contain a waiver of the right of subrogation against members of the Wedgewood Townes Association, Inc., its officers, agents and employees.

Premiums for all insurance obtained by the Board of Directors, except policies on the individual residences, shall be a common expense. Premiums for insurance obtained by the Board of Directors on individual residences shall not be a part of the common expense, but shall be an expense of the owner(s) of the specific residence or residences so covered and a debt owed by the owners and shall be paid within twenty (20) days after notice of such debt and shall be collectible by any lawful procedure permitted by the laws of the State of South Carolina. In addition, if said debt is not paid within twenty (20) days after notice of such debt, such amount shall automatically become a lien upon such owner's residence and shall continue to be such a lien until fully paid. This lien shall be subordinate to the lien of any first mortgagee and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments.

Any owner may, if he wishes, at his own expense, carry any and all other insurance he deems advisable beyond that included in the homeowner's policy required by the Association.

In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as Trustee for the homeowners, the Board of Directors shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The

Board of Directors shall obtain bids from at least two reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such building or buildings.

Also, the Association may levy in any calendar year, a special assessment for the purpose of defraying the cost of construction, reconstruction, repair or replacement of a building or buildings containing single family residential units, to the extent that insurance proceeds under a group insurance policy containing a Replacement Cost Endorsement are insufficient to pay all costs of said construction, reconstruction, repair or replacement to as good condition as prior to damage or destruction by fire or other casualty covered by said insurance.

(6) In the event that any dwelling located on the Property is substantially destroyed by fire or other hazard, and the dwelling is not insured under a group or hazard insurance policy which contains a replacement cost endorsement providing for replacement of a dwelling from insurance proceeds, the owner shall give written notice to the Association within thirty (30) days following such destruction of whether he intends to repair or reconstruct the dwelling; and if the owner fails to give such notice to the Association, it shall be conclusively considered, for purposes of this section, as notice that he does not intend to repair or reconstruct the dwelling. If the owner elects not to repair or reconstruct the dwelling, the Association shall have the first right and option to purchase such lot and dwelling in the manner hereinafter provided. The purchase option shall be effective for a period of ninety (90) days following notice of the owner's election not to repair or reconstruct.

(a) Exercise of Option. The Board of Directors shall appoint a committee, or shall designate an existing committee of the Association, to determine whether failure to reconstruct the damaged dwelling will result in substantial pecuniary injury to the Association or diminution in value of the remaining Property. The committee may employ such persons, including, but not limited to, real estate appraisers, realtors, architects, and engineers, as are reasonably necessary to make its determination, and shall report its conclusions, with supporting data, in writing to the Board within fifteen (15) days from the date of appointment. The report shall set forth such matters as the Board and committee deem pertinent, but shall contain estimates of the pecuniary injury and diminution in value along with an estimate of cost of purchase and reconstruction of the townhouse.

If the Board of Directors determines that it would be advantageous to the Association and/or to the remaining Property to purchase and reconstruct the dwelling, it shall call a special meeting by giving written notice thereof, setting forth the purpose of the meeting, to all members within seven (7) days following submission of the committee report. The special meeting of members shall be held not less than seven (7) days nor more than fifteen (15) days following notice to members. Upon an affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of each class of membership present and voting, the Board will be authorized to purchase and reconstruct the dwelling and to

assess all lots equally for all costs and expenses arising out of the purchase and repair or reconstruction of the dwelling. The Board may require that the assessment be paid in a lump sum; in installments during an assessment year; or over a period of two (2) or more assessment years, as the Board, in its discretion, shall determine to be appropriate.

Such assessment shall be in addition to, and not in lieu of, the annual assessments provided for in Section 3 or the special assessments provided for in Section 4 of this Article.

(b) Determination of Value. The owner of the dwelling shall convey marketable title thereto to the Association upon payment to the owner by the Association of the fair market value of the lot and dwelling in its damaged condition as determined by an appraiser selected by the owner and approved by the Board. In the event that the Board and the owner are unable to agree upon an appraiser, each shall select an appraiser and the two (2) appraisers so selected shall select a third appraiser, and the three (3) appraisers shall jointly appraise and determine the fair market value of the lot and dwelling in its damaged condition. Each party shall pay the fee of the appraiser selected by it or him, and each party shall pay one-half (1/2) of the fee of the third appraiser. If the Board and the owner agree upon a single appraiser, each shall pay one-half (1/2) of the cost of the appraisal.

(c) Application of Insurance Proceeds. The owner of the dwelling, prior to the conveyance to the Association, shall apply or cause to be applied so much of the proceeds of any hazard insurance paid by reason of the damage or destruction of the dwelling as shall be necessary to pay all liens, mortgages, deeds of trust, taxes, and encumbrances upon the lot so that the fee simple, marketable title thereto may be conveyed free and clear of all liens and encumbrances. If the insurance proceeds are not sufficient to pay all liens, encumbrances and obligations upon the lot, the purchase price shall be reduced by an amount adequate to pay any such deficiency.

(d) Failure to Exercise Option. If the Association does not exercise the purchase option herein provided for, the owner may retain the lot or may transfer or convey it, upon such terms and conditions as he may elect, to any person, to be used solely as a site of an attached, single-family townhouse unit.

The reconstructed or repaired townhouse unit shall be substantially identical to the destroyed townhouse unit, unless a change shall be approved by the Board, and shall be constructed in conformity with plans submitted to and approved by the Board prior to construction.

(e) Retention by Owner. If a dwelling is not habitable by reason of damage, and the owner gives notice of his election to repair or reconstruct the dwelling, the obligation of the owner to pay annual assessment installments shall be suspended either for a period of ninety (90) days or until the dwelling is restored to a habitable condition, whichever shall first occur. In the event a dwelling is damaged or destroyed, and the owner does not begin repair or reconstruction within thrity (30) days following the damage or destruction, he shall remove or cause to be removed, at

his expense, all debris from the lot, so that it shall be placed in a neat, clean and safe condition; and if he fails to do so, the Association may cause the debris to be removed, and the cost of removal shall constitute a lien upon the dwelling until paid by the owner, unless the dwelling is thereafter acquired by the Association.

(f) Reconstruction by the Association. Upon acquisition of title to the dwelling, the Association is authorized to arrange such financing and execute such notes, mortgages, deeds of trust and other instruments, to enter into such contracts, and to do and perform such other matters and things as are necessary to accomplish the reconstruction of the dwelling; provided, however, that only that dwelling which is to be reconstructed shall stand as security for any liens, mortgages, or obligations arising out of the purchase or reconstruction of the dwelling, and no other portion of the Property, including the limited common area and facilities, shall be pledged, hypothecated, mortgaged, deeded in trust, or otherwise given as security for any obligations arising out of said purchase or reconstruction, and no member shall be required to become personally obligated therefor.

The Association shall hold title to the lot and improvements for the benefit of all members. The Board may lease or sell the lot and improvements upon such terms and conditions as it, in its discretion, deems most advantageous to the members. The lease rental shall be applied in the following order of priority: (1) to the payment of taxes, assessments, liens, encumbrances, and obligations on or secured by the lot; (2) to the maintenance, upkeep, and repair of the dwelling; (3) to payment or repayment to the members, prorata, of the special assessment, if any, for purchase and reconstruction of the dwelling; and (4) to the general expenses of the Association. Any payment or repayment to members of the special assessment may be in cash or may be applied to the annual assessment due or to become due.

(g) Application of Declaration and By-Laws. Any dwelling which has been destroyed, in whole or in part, by fire or other casualty, and is subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the By-Laws of the Association.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any 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. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Amendment of Declaration Without Approval Of Owners. The Declarant, without the consent or approval of any other owner shall have the right to amend this Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the property or to qualify the property or any lots and improvements thereon for mortgage or improvement loans made or insured by a governmental agency, or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by, or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such lots and improvements or mortgage interests therein, as well as any other law or regulation relating to the control of property, including, without limitation, ecological controls, construction standards, aesthetics, and matters affecting the public health, safety and general welfare. A letter from an official of any such corporation or agency, including, without limitation, the Veterans Administration, U. S. Department of Housing and Urban Development, the Federal Home Loan Mortgage Corporation, Government National Mortgage Association or the Federal National Mortgage Association, requesting or suggesting an amendment necessary to comply with the requirements of such corporation or agency shall be sufficient evidence of the approval of such corporation or agency, provided that the changes made substantially conform to such request or suggestion.

No amendment made pursuant to this Section shall be effective until duly recorded in the RMC Office for Spartanburg County.

Section 6. Lease of Dwelling. No dwelling shall be leased for transient or hotel purposes, nor may any owner lease less than the entire unit. Any lease must be in writing and provide that the terms of the lease and the occupancy of the unit shall be subject in all respects to the provisions of the Declaration of Covenants, Conditions and Restrictions and By-Laws of Wedgewood Townes Association, Inc., and any failure by any lessee to comply with the terms of such documents shall be a default under the lease.

Section 7. Conflicts. In the event of any irreconcil-

able conflict between the Declaration and the By-Laws of the Association, the provisions of this Declaration shall control. In the event of any irreconcilable conflict between this Declaration or the By-Laws of the Association and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 8. Private Drives. The general public shall have no rights, duties or responsibilities with respect to maintenance or liability for any road, street or driveway in the Common Area, the same being undedicated and private with ownership remaining in the Association.

ARTICLE XIII

RIGHTS OF FIRST MORTGAGEES

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

Section 1. This Declaration and other constituent documents create a Planned Unit Development, hereinafter referred to as "PUD".

Section 2. Any "right of first refusal" contained in the PUD constituent documents shall not impair the rights of a first mortgagee to:

(a) foreclose or take title to a PUD unit pursuant to the remedies provided in the mortgage, or

(b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(c) sell or lease a unit acquired by the mortgagee.

Section 3. Any first mortgagee who obtains title to a PUD unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

Section 4. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the sponsor, developer or builder) of the individual units in the PUD have given their prior written approval, the PUD homeowners association, corporation or trust shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by such homeowners association, corporation or trust for the benefit of the units in the PUD (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property by the PUD shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a PUD unit owner;

(c) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property party walks or common fences and driveways, or the upkeep of lawns and plantings in the PUD;

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

(e) use hazard insurance proceeds for losses to any PUD common property for other than the repair, replacement or reconstruction of such common property.

Section 5. First mortgagees of PUD units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any PUD common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the PUD homeowners association, corporation or trust. Entitlement to such reimbursement is reflected in an agreement in favor of all first mortgagees of units in a PUD duly executed by the PUD homeowners association, corporation or trust, and an original or certified copy of such agreement is possessed by seller.

Section 6. No provision of the PUD constituent documents gives a PUD unit owner, or any other party, priority over any rights of the first mortgagee of a unit in a PUD pursuant to its mortgage in the case of a distribution to such PUD unit owner of insurance proceeds or condemnation awards for losses to or a taking of PUD common property.

Section 7. A first mortgagee, upon request, is entitled to a written notification from the homeowners association of any default in the performance by the individual PUD unit borrower of any obligation under the PUD constituent documents which is not cured within sixty (60) days.

Section 8. Any agreement for professional management of the PUD, or any other contract providing for services of the developer, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this 29th day of September, 1982.

WITNESSES:

R Ray Dennis

Donald B Williams

WESTMINSTER COMPANY

By: [signature] (SEAL)

Its Assistant

BK 49C PAGE 126

PAGE 18

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF SPARTANBURG)

Personally appeared the undersigned witness and made oath that (s)he saw the within named Westminster Company by its duly authorized officer sign, seal and as its act and deed deliver the within written Declaration of Covenants, Conditions and Restrictions and that (s)he, with the other witness subscribed above witnessed the execution thereof.

R Ray Dean

Sworn to before me this
29th day of September,
1982

Donald B Wilson (SEAL)
Notary Public for S. C.

My commission expires: 3-3-92

EXHIBIT A

All that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Spartanburg, as is more fully shown on plat entitled "Wedgewood Townes, Section I, Phase I" prepared by Heaner Engineering Co., Inc. dated September 21, 1982 and recorded in the RMC office for Spartanburg County in Plat Book 88 at page 182 and having according to said plat the following metes and bounds, to wit:

Beginning at an old iron pin in the northern edge of the right of way of Zion Hill Road, approximately 230.00 feet south of its intersection with Mabry Drive and being the southwestern corner of the property, running thence N. 60-58-40 E. 198.00 feet to a point; running thence N. 46-36-03 W. 190.00 to a point; running thence S. 46-36-03 E. 185.00 feet to a point; running thence N. 60-58-40 E. 154.00 feet to an iron pin; running thence N. 29-03-20 W. 170.00 feet to an iron pin; running thence N. 84-07-52 W. 91.09 feet to an iron pin; running thence N. 29-03-20 W. 200.00 feet to an iron pin; running thence S. 60-56-40 W. 176.00 feet to a point; running thence S. 46-36-03 E. 190.00 feet to a point; running thence S. 57-23-02 W. 122.83 feet to a point; running thence 46-36-03 W. 198.00 feet to a point; running thence S. 60-56-40 W. 79.00 feet to a point; running thence S. 46-36-03 W. 132.84 feet to a point; running thence S. 43-23-57 W. 104.88 feet to a point; thence with the northern edge of the right of way of Zion Hill Road S. 46-36-03 E. 44.92 feet to an iron pin; thence continuing with the northern edge of the right of way of Zion Hill Road S. 44-30-25 E. 229.32 feet to an old iron pin, the point of beginning.

EXHIBIT B

ALL those certain pieces, parcels or tracts of land, lying, being and situate in the State of South Carolina, County of Spartanburg, as are more fully shown as Parcels C-1, C-2 and C-3 on a plat entitled "Property of Anne Shea Ransdell made at the request of Westminster Company" made by Heaner Engineering Co., Inc., dated June 1, 1981 and recorded in Plat Book 87 at Page 283 in the RMC Office for Spartanburg County to which plat reference is made for a more complete and perfect description.