

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)

AMENDMENT TO RESTRICTIVE
 COVENANTS AND EASEMENTS OF
 ROCK SPRINGS

WHEREAS, Four Bees, the Phase 1 Developer of Rock Springs, recorded the RESTRICTIVE COVENANTS AND EASEMENTS OF ROCK SPRINGS, PHASE I on August 15, 2000 in the Office of the Register of Deeds for Spartanburg County in Deed Book 72-M at Page 763 (as amended and supplemented, the "**Phase I Declaration**"), and Beeson Henthorn, the Phase II Developer of Rock Springs, recorded the RESTRICTIVE COVENANTS AND EASEMENTS OF ROCK SPRINGS, PHASE 2-section "B" on April 5, 2002 in the Office of the Register of Deeds for Spartanburg County in Deed Book 75-P at Page 072 (as amended and supplement, the "**Phase II Declaration**") (collectively, and as further amended and supplemented, the "**Rock Springs Declaration**"), thereby encumbering the property known as Rock Springs subdivision, being more particularly described in the Rock Springs Declaration (the "**Property**" or the "**Community**"); and

WHEREAS, Four Bees recorded the SUPPLEMENT RESTRICTIONS OF GARDENS AT ROCK SPRINGS on August 15, 2000 in the Office of the Register of Deeds for Spartanburg County in Deed book 72-M at Page 769 (as amended and supplemented, the "**Gardens Declaration**"), thereby designating a portion of the Property as the "Gardens at Rock Springs", being more particularly described therein (the "**Gardens**"); and

WHEREAS, Beeson Henthorn recorded the SUPPLEMENTAL RESTRICTIONS PHASE No. 2 - SECTION "A" PATIO HOME LOTS ROCK SPRINGS SUBDIVISION on April 5, 2002 in the Office of the Register of Deeds for Spartanburg County in Deed Book 75-P at Page 078 (as amended and supplemented, the "**Terrace Declaration**"), thereby designating a portion of the Property as the "Terrace at Rock Springs", being more particularly described therein (the "**Terrace**"); and

WHEREAS, Beeson Henthorn recorded the DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWNES AT ROCK SPRINGS on June 19, 2003 in the Office of the Register of Deeds for Spartanburg County in Deed Book 78-C at page 372 (as amended and supplemented, the "**Townes Declaration**"), thereby designating a portion of the Property as the "Townes at Rock Springs", being more particularly described therein (the "**Townes**"); and

WHEREAS, Four Bees recorded the SUPPLEMENTAL RESTRICTIONS OF RESERVE AT ROCK SPRINGS A PATIO HOME DEVELOPMENT on March 28, 2005 in the Office of the Register of Deeds for Spartanburg County in Deed Book 82-Q at Page 942 (as amended and supplemented, the "Reserve at Rock Springs", being more particularly described therein (the "**Reserve**"); and



WHEREAS, Four Bees and Beeson Henthorn recorded Amendment to Restrictive Covenants and Easements to Rock Springs on May 24, 2013 in the Office of the Register of Deeds for Spartanburg County in Deed Book 103-K at Page 246, thereby deleting and replacing certain language and adding new language; and

WHEREAS, Four Bees and Beeson Henthorn signed its Assignment of Developer Rights for Rock Springs on June 7, 2013, recorded on June 26, 2013 in the Office of the Register of Deeds for Spartanburg County in Deed Book 103-R at Page 091 thereby assigning all rights as "Developer" to Rock Springs Homeowner Association; and

WHEREAS, the previously referenced Amendment of May 2013 provides that for any amendment to be effective after May 24, 2013 it must be affirmatively approved by two-thirds (2/3) of the lot owners present, in person or by proxy, at a duly-called meeting of the Rock Springs Association where a quorum is reached; and

WHEREAS, two-thirds (2/3) of the lot owners present, in person or by proxy, at a duly-called meeting have given their approval for the current Amended Declaration to be amended to read as set forth herein;

NOW THEREFORE, the "Restrictive Covenants and Easements of Rock Springs", as previously amended, are hereby further amended to read as follows:

1. **General.** The Property and Common Properties of the Rock Springs Homeowners' Association, as defined herein, 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, such Property and Common Properties and be binding on all parties having any right, title or interest in such described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.
2. **DEFINITIONS:**
 - a. "Association" shall mean and refer to Rock Springs Homeowners' Association, its successors and assigns.
 - b. "Board" shall mean and refer to the Board of Directors of Rock Springs Homeowners' Association, its successors and assigns.
 - c. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot on the Property, as defined herein; provided however, notwithstanding any

applicable theory of mortgage law, that "Owner" shall not mean, or refer to, the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure, or any proceeding, or deed in lieu of foreclosure.

- d. "Subdivision Plat" shall mean and refer to those plats of Rock Springs for Four Bees or Beeson Henthorn recorded in the Office of the Register of Deeds for Spartanburg County.
- e. "Property" shall mean and refer to all of that certain piece, parcel, or lot of land, and all of the platted lots therein, shown upon the Subdivision Plat, as defined in subparagraph d. herein.
- f. "Common Properties" shall mean and refer to any area designated for an easement shown on the previously-referenced plats of Rock Springs, to other landscaped areas within Rock Springs and owned by the Association, and shall include, but not be limited to, all street lights, street signs, entrance signs, directional signs on Willis Road and Caldwell Drive, the brick and stone works at the entrance and all associated landscaping, and to all other real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners.
- g. "Lot" shall mean and refer to the platted, numbered lots shown on the previously-referenced plats of the Property.
- h. "Declaration" shall mean and refer to the Land Use Restrictions, Protective Covenants, and Building Standards, as recorded in Deed Book 72-M, page 763 and Deed Book 75-P, Page 072, in the Office of the Register of Deeds for Spartanburg County.
- i. "Amended Declaration" shall mean the covenants, conditions, and restrictions set forth in this instrument.

3. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties which shall pass with the title to every Lot, subject to the following provisions:

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

- b. the right of the Board to enact, publish and enforce reasonable rules and regulations.
- 4. **Membership and Voting Rights.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.
- 5. **Creation of the Lien and Personal Obligation of Assessments.**
 - a. 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, 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 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.
 - b. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Properties.
- 6. **Maximum Annual Assessment.** The maximum annual assessment shall be \$375.00 per Lot. From and after January 1, 2014, the maximum annual assessment may be increased each calendar year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership. Any increase over the maximum assessment shall require a two-thirds (2/3) vote of the members who are voting in person or by proxy, at a meeting called by the Association for this purpose. The Board may fix the annual assessment at an amount not in excess of the maximum.
- 7. **Special Assessment for Capital Improvements and Legal Fees.** In

addition to the annual assessments authorized herein, 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 maintenance, construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, or legal fees provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

8. **Notice and Quorum for any Action Authorized Under Paragraphs 6 and 7.** Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 6 and 7 herein 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 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.
9. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots. Annual assessments will be collected on an annual basis and special assessments shall be paid by the payment due date set forth in the billing notice for such special assessments.
10. **Date of Commencement of Annual Assessments.** The Board shall fix and shall send written notice of the amount of the assessment against each Lot to every Owner subject thereto by December 1. The due date for payment of the assessment is February 1. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
11. **Effect of Nonpayment of Assessment; Remedies of the Association.** Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. If the assessment, plus any accrued interest, has not been paid within ninety (90) days of the due date, the Association may bring an action at law against the Owner personally obligated to pay

the same, or foreclose the lien against the Lot. In such action, the Association may recover the amount of the annual or special assessment, together with interests, costs and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

12. **Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
13. **Residential Use.**
 - a. All Lots shall be used for residential purposes exclusively and only one single family residence may be erected on any one Lot. No industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted or maintained or permitted on any part of the Property; provided however, that the Board, by prior written approval, may permit, but shall not be obligated to allow, a Lot to be used for business or commercial purposes so long as such use, in the sole discretion of the Board, does not otherwise violate the provisions of this Amended Declaration, does not create a disturbance, does not unduly increase traffic flow or parking congestion, and complies with all local government requirements for permits, zoning and other regulations. The Board may issue rules regarding permitted business activities and the failure to comply with such rules shall constitute a violation of this Amended Declaration. Leasing of a Lot to an Occupant for use as a residence shall not be considered a business or business activity. Private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residence use of the dwelling.
 - b. **Leasing.** Lots may be leased for single family residential purposes. All leases shall have a minimum term of at least six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of this Amended Declaration and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provided that in the

event of noncompliance, the Board, after contacting the owner, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

- c. **Occupants Bound.** All provisions of this Amended Declaration and of any rules and regulations use restrictions, or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned.

14. Subdivision of Lots. Unless approved in writing by the Board, no Lot shall be subdivided nor shall the boundary of any Lot be changed. Two or more Lots or portions of Lots may be combined for the purpose of creating a larger Lot, but no portion of any such combined Lot may be subdivided or sold without the prior written approval of the Board. All Lots resulting from the subdivision or the combining of Lots or portions of Lots shall have a minimum of twelve thousand (12,000) square feet of area and shall be subject to this Amended Declaration as one Lot.

15. Building Standards. All construction and improvements must meet or exceed the minimum residential building standards set forth in the various Codes and Publications of the Council of American Building Officials for one and Two Family Dwelling Units, or of any successor organization. No dwelling shall be erected unless it contains the minimum required square footage of enclosed dwelling area. The term "enclosed dwelling area" as used in these minimum size requirements shall mean the total enclosed area within a dwelling that is served by heat and completed for occupancy; provided, however, that such term does not include garages, carports, boat sheds, terraces, decks, screened porches, open porches, all unfinished basement or other interior spaces, and the like areas; provided further, that shed-type porches, even though attached to the house are specifically excluded from the definition of the aforesaid term "enclosed dwelling area." The minimum enclosed dwelling area shall not be less than one thousand six hundred (1600) square feet. No dwelling or building shall be erected, altered or placed on any Lot other than one single-family residence not to exceed two and one-half (2-1/2) stories in height without the prior written approval of the Board. The term "story" or "stories" shall include any garage, basement or similar area.

16. Setback and Building Lines.

- a. No building shall be erected or maintained so as to encroach upon

any maintenance, utility or drainage easement.

- b. Fences shall not be considered a building improvement for purposes of this section and are addressed in Paragraph 17 herein.

17. Walls and Fences.

- a. **Front Property Line.** No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum front building set back line unless the same be retaining walls which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized. Any such wall, including the design and construction materials, shall be approved in writing by the Board. Trees, hedges, shrubbery, plants, and other similar plantings do not constitute a fence or wall.
- b. **Rear and Side Property Lines.** All fencing size, type and locations must be approved in writing by the Board. Fencing may be installed from the rear corner of the house to the side property lines, alongside property lines, to the rear property line, and along the rear property line. No chain link fencing may be installed. The Board may disapprove fencing for any reason, including aesthetic reasons.

- 18. Terraces, Detached Garages and Eaves.** For the purpose of determining compliance or non-compliance with the setback and building line requirements set forth in Paragraph 16 herein, terraces, stoops, eaves, wing-walls, and steps shall be considered building improvements. All detached structures and other building improvements shall be placed to the rear of the main dwelling unless approved in writing by the Board.

- 19. Storage Sheds and Garages.** Construction, installation, or placement of a storage shed, detached garage, or a building separate from the main house on the Lot is not permitted without the prior written consent of the Board in its sole discretion. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the Board for written approval prior to obtaining building permits or starting construction. The structure must be constructed, installed, or placed in a location which is inconspicuous, as much as possible, from public view. Modular storage units (such as PODS) are not permitted without prior written approval by the Board.

- 20. Compliance with Zoning and Subdivision Regulations.** In no event

shall any dwelling or building improvement be erected and located upon any Lot in a manner which violates the requirements and provisions of the applicable city or county land management or zoning ordinances or subdivision regulations in effect where the Property is located.

21. **Obstructions at Intersections and Sidewalks.** All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub or other planting shall be placed or permitted to remain where it would create traffic or sight problems. The lower branches of trees and other vegetation shall not be permitted to obstruct the view at intersections and it shall be the responsibility of the respective Lot Owner upon whose Lot such branches or vegetation exist to insure that the view of traffic at intersections is not obstructed. Likewise, in the areas which have sidewalks the Lot Owner, tenants or occupants shall not obstruct the sidewalk by plantings or any other condition.
22. **Completion of Construction.**
 - a. All building improvements commenced on any Lot in the property shall be prosecuted diligently to completion and shall be completed within two (2) years from the date the building permit was issued for such construction unless such improvements are being constructed by the Association or unless an exception is granted in writing by the Board. If a building improvement is commenced and is then abandoned for more than ninety (90) days, or if construction is not completed within the required two (2) year period, then, after thirty (30) days written notice to Owner, the Board may bring an action in equity for injunctive relief to either immediately complete the building improvements or to have the partially constructed improvement torn down and removed from the Lot. In such action, the Association may recover the costs of demolition and removal of the partially constructed improvement, together with costs and reasonable attorney's fees.
 - b. Major house and yard work projects have a time line of six (6) months from the date of commencement to be completed. If the project is not completed in that time frame the same remedies described in Paragraph 22.a above shall apply.
23. **Delivery Receptacles, Property Identification Markers and all other Streetscapes.** All mailboxes, property identification markers, entrance gates, fences, lights and all other streetscapes must conform to the design standards established by and on file with the Board and shall be

properly maintained by the Lot Owner in a neat and attractive manner.

24. **Signs.** No sign of any kind shall be erected by an Owner or Occupant within the Property without the prior written consent of the Board. Notwithstanding the foregoing, the Board and the Association shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs and security signs consistent with the Community-Wide Standard and any signed required by legal proceedings may be erected upon any Lot without prior approval from the Board.
25. **Vehicles and Parking.** The term "vehicles," as used herein, shall include, without limitation, recreational or commercial vehicles, motorcycles, trucks, campers, vans, and automobiles.
 - a. All residential dwellings within the Property shall contain a garage. **Detached carports are not permitted.**
 - b. Vehicles shall not be parked in any front or side yard (for example, in the grass) daily except in areas designed as a paved driveway or paved parking area or as approved by the Board. Unlicensed, unregistered or inoperable vehicles shall not be stored upon any portion of a Lot unless the same are fully enclosed in a garage or in another area specifically designated by the Board. Visiting guests may only use paved streets for temporary parking of their vehicles (in addition, they are required to follow the same stipulations as stated herein for residents). All Owners, tenants and occupants must park their vehicles in designated paved parking areas or the garages on their Lot.
 - c. Temporary street side parking is allowed according to State and County law. For the safety and presentation of the community, the Board and the Owners do not allow extended street side parking. Extended street side parking is considered parking beyond twenty-four (24) hours.
 - d. The parking of large commercial vehicles (>8,000 lbs.) within the Property will only be allowed with the written approval of the Board. Also, no vehicles with a total length of over eighteen (18) feet shall be allowed at any time except for loading and unloading.
 - e. Upon request of the Association or the Board, such vehicles identified in 25.b and 25d. above must be removed by the Owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within ten (10) days of notice, and the

costs of such removal shall be an assessment against such Owner.

- f. Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles; provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.
- g. No motorized vehicle shall be permitted on pathways or unpaved Common Properties except for public safety vehicles and vehicles authorized by the Board.
- h. Boats and trailers, motor homes, buses, minibikes, scooters, go-carts, off road vehicles, recreational vehicles and all terrain vehicles should be moved out of view of residents and the general public within four (4) (calendar) days of placement in one's driveway, paved area, or yard, unless concealed by fencing, garage, and the back of one's house, or out building. Moving such vehicles in and out of one's yard, in plain view, to circumvent this restriction is not acceptable as a reason or excuse for non-compliance. Failure to adhere to this provision of this Amended Declaration may result in eventual removal of the vehicle by the Association or the Board, as stated in Section 25.e.

26. Clothes Lines, Garbage Containers, and Utility Lines. No clothes lines, exposed garbage containers (except for local governmental required containers and those temporarily used to haul away construction and yard debris) equipment and other unsightly objects are to be erected or used on any Lot except when they are screened to conceal such items from the streets and adjoining properties and general view. All residential utility service lines to residents shall be underground.

- a. No Lot shall be unused or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on the Lots, except in sanitary containers. This includes fenced in areas.
- b. All garbage cans, mobile trash containers, woodpiles, and related equipment, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage debris, or other waste matter of any kind may not be burned within the Community per Spartanburg County ordinances and regulations, except for leaves and natural grown vegetation.

27. **Animals and Pets.** No animals shall be kept, maintained or quartered on any Lot with the exception that domesticated cats, dogs, and caged birds may be kept as pets for the pleasure of the Owners or Occupants. Service animals are allowed. No breeding of animals for business purposes is allowed. No animals shall be permitted to go beyond the perimeter of Owner's lot unless the animal is on a leash and/or under control of its Owner or the Owner's agent. Pet owners shall be required to remove any animal waste from other Owner's Lots, the Common Properties, streets, etc. immediately.
28. **Nuisance.** It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. This specifically includes the landscaping of the Property, mowing of grass, mulching of beds and trimming of trees and shrubbery. The Property shall not be used, in whole or in part, for the storage of any personal property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Property or Common Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any Property or Common Properties. There shall not be maintained any plants, grasses, or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property or Common Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes shall be located, installed, or maintained upon the exterior of any Lot unless required by law. The removal of leaves or other natural vegetation, shall be confined to one's property. Such refuse (ex. Leaf blowing and grass clippings) cannot be disposed of on another's property or on the street or sidewalk.
29. **Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, if it causes disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Property or Common Properties.
30. **Antennas.** Satellite dishes shall be installed behind the main residential

dwelling located on any such Lot, hidden from view and from the street if at all possible.

31. **Drainage.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris (including grass clippings or yard waste) shall be placed in these areas or upon the street or sidewalk. No Owner or Occupant may alter, obstruct, or re-channel the drainage flows after located and installation of drainage swales, storm sewers, or storm drains, the right to alter same being expressly reserved to the Association.
32. **Air Conditioning Units.** No window air conditioning units may be installed which are visible from the street without written approval by the Board.
33. **Lighting.** Except as may be permitted by the Board, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) one (1) decorative post light, (c) street lights in conformity with an established street lighting program for the Property; (d) seasonal decorative lights; or (e) front house illumination of homes and security lights.
34. **Artificial Vegetation, Exterior Sculpture, and Similar Items.** No artificial vegetation (excluding wreaths) shall be permitted on the exterior of any property. Exterior sculptures and similar items must be in line with the standards of the neighborhood, or, what a reasonable person residing in the neighborhood would deem appropriate.
35. **Swimming Pools and Hot Tubs.** No swimming pool shall be constructed, erected, or maintained upon any Lot, without the prior written approval of the Board. Hot tubs and portable spas shall not be permitted unless enclosed by an approved fence or screen.
36. **Gardens and Play Equipment, Etc.** Vegetable gardens, hammocks, statuary, picnic tables, barbeque or similar grills, furniture, toys, swing sets or similar play equipment, boats or boating equipment, or swimming pools shall be erected, placed and kept between the rear of the dwelling residence located on the Lot and the rear lot line.
37. **Exteriors.** Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling, must be approved by the Board.
38. **Fuel Tanks and Storage Receptacles.** No fuel tanks or similar storage

receptacles may be exposed to view and may be installed only within the main dwelling home, within a screened area or buried underground.

39. Enforcement and Enforcement Remedies

The Association, the Board or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, assessments and charges now or hereafter imposed by the provisions of this Amended Declaration. In such legal proceeding, the prevailing party shall be entitled to recover from the losing party the costs and reasonable attorney's fees incurred in prosecuting the action. Failure by the Association, the Board, 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.

Enforcement Remedies. In addition to any other enforcement rights referenced in this Declaration, the Bylaws of the Association (as amended, the "Bylaws"), or the rules and regulations of the Association (collectively, as amended, the "Governing Documents"), the following enforcement remedies apply in the event any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of the Governing Documents, or when there is any other breach of the Governing Documents (said enforcement remedies being cumulative in nature and not mutually exclusive):

(1) The Association or any Owner may institute appropriate legal proceeding or actions at law or in equity, including, but not limited to, actions: (i) to prevent such unlawful erection, construction, reconstruction, alternation, repair, conversion, maintenance or use; (ii) to restrain, correct or abate such violation, or breach of the Governing Documents; (iii) to prevent the occupancy of any dwelling or land; (iv) to prevent any act or conduct of any business or use which is in breach of the Governing Documents; or (v) to compel any affirmative act which, pursuant to the Governing Documents, "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, or vice-versa. The prevailing party in any action to enforce the Governing Documents shall also be entitled to recover court costs and reasonable attorney's fees against the other party.

(2) The Association may enter upon the Lot where the violation exists and correct, remove and/or abate the violation at the sole expense of the Lot Owner. Said expenses shall be collectible by the Association in the same manner as Assessments pursuant to this Declaration, including without limitation said expenses constituting a lien on the Lot in favor of the Association. The Association's exercise of this enforcement remedy shall not be deemed a trespass. This enforcement remedy includes, without limitation, the right of the Association to: maintain lots, dwellings and

mailboxes in violation of the Governing Documents per Sections 21, 23, 28 and 29 of the declaration, tow vehicles in violation of Section 25 of the declaration, and remove fences or other structures in violation of Sections 17, 18, and 19 of the Declaration.

(3) The Association may impose fines against any Owner in violation of the Governing Documents until such time as the breach is remedied. Said fines shall be collectible by the Association in the same manner as Assessments pursuant to this Declaration, including without limitation said fines constituting a lien on the Lot in favor of the Association.

(4) The Association may suspend an Owner's membership rights in the Association until such time as the violation is remedied, including without limitation the suspension of an Owner's: right to vote, right to stand for election on the Board of Directors of the Association (the "Board") or sit on the Board or any other committee, right to access and use the Commons Area amenities and facilities, and right to receive any services or benefits from the Association.

40. Rules and Regulations. The Board may promulgate, modify, and enforce reasonable rules and regulations governing the use of the entire Property, including all Lots, Common Areas and facilities, and roads located within the Property, and the personal conduct of the Owners and their guests, invitees, family, tenants, and occupants thereon, and to establish penalties for the infraction thereof. Said penalties may include monetary fines for infractions of the rules and regulation, the Declaration, or the Bylaws, which shall be collectible by the Association in the same manner as Assessments pursuant to this Declaration, including without limitation said penalties and fines constituting a lien on the Lot in favor of the Association. The Board shall give written notice of any penalties established no less than thirty (30) days before enforcement of same.

41. 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.

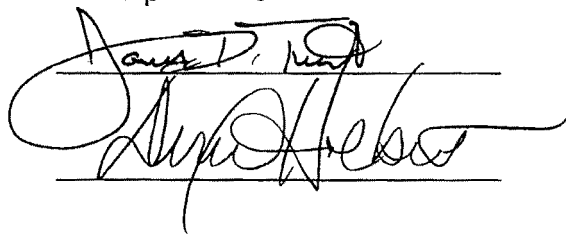
42. Amendment. The Covenants, conditions, and restrictions of this Amended Declaration shall run with the land and shall bind the Property and Common Properties for a term of twenty (20) years from the date this Amended declaration is recorded, after which time they shall be automatically extended for two (2) successive periods of ten (10) years each unless not less than two-thirds (2/3) of the Owners of the lots, as defined in Paragraphs 2.c and 2.g. herein, sign an instrument terminating this Amended Declaration not less than thirty (30) days prior to the end of the term. Furthermore, this Amended Declaration may also be amended at any time by an instrument signed by not less than two-thirds (2/3) of the Owners of the Lots, as defined herein; provided, however, that the Board may amend this Amended Declaration, without the consent of the Owners, to correct any obvious error or inconsistency in

drafting, typing or reproduction. All amendments shall be certified as an official act of the Association and shall forthwith be recorded in the Office of the Register of Deeds for Spartanburg County. All amendments shall become effective upon recordation.

43. Conflict. In the event of any conflict between the Amended Declaration and the By-Laws of the Association, the provisions of this Amended Declaration shall control.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed and sealed by its duly authorized officer or agent as of November 8, 2013.

In the presence of:



Rock Springs Homeowners' Association



David Cash, President

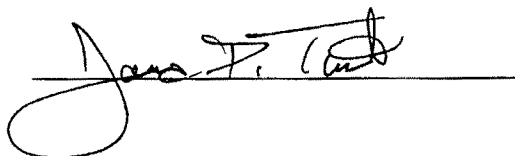
STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Rock Springs Home Owners Association by David Cash, President, sign, seal and as his act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 8th
day of November, 2013.

 (SEAL)
Notary Public for South Carolina
My Commission Expires 8/4/18



STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

AMENDMENT TO RESTRICTIVE COVENANTS
AND EASEMENTS OF ROCK SPRINGS

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS OF ROCK SPRINGS (the "*Amendment*") is made on the Execution Date (hereinafter defined) by **Four Bees, Inc.** ("*Four Bees*") and **Beeson Henthorn Development, LLC** ("*Beeson Henthorn*") (collectively, the "*Developers*").

WHEREAS, Four Bees, the Phase I Developer of Rock Springs, recorded the RESTRICTIVE COVENANTS AND EASEMENTS OF ROCK SPRINGS, PHASE I on August 15, 2000 in the Office of the Register of Deeds for Spartanburg County in Deed Book 72-M at Page 763 (as amended and supplemented, the "*Phase I Declaration*"), and Beeson Henthorn, the Phase II Developer of Rock Springs, recorded the RESTRICTIVE COVENANTS AND EASEMENTS OF ROCK SPRINGS, PHASE 2-SECTION "B" on April 5, 2002 in the Office of the Register of Deeds for Spartanburg County in Deed Book 75-P at Page 072 (as amended and supplemented, the "*Phase II Declaration*") (collectively, and as further amended and supplemented, the "*Rock Springs Declaration*"), thereby encumbering the property known as Rock Springs subdivision, being more particularly described in the Rock Springs Declaration (the "*Property*" or the "*Community*"); and

WHEREAS, Four Bees recorded the SUPPLEMENTAL RESTRICTIONS OF GARDENS AT ROCK SPRINGS on August 15, 2000 in the Office of the Register of Deeds for Spartanburg County in Deed Book 72-M at Page 769 (as amended and supplemented, the "*Gardens Declaration*"), thereby designating a portion of the Property as the "Gardens at Rock Springs", being more particularly described therein (the "*Gardens*"); and

WHEREAS, Beeson Henthorn recorded the SUPPLEMENTAL RESTRICTIONS PHASE NO. 2 - SECTION "A" PATIO HOME LOTS ROCK SPRINGS SUBDIVISION on April 5, 2002 in the Office of the Register of Deeds for Spartanburg County in Deed Book 75-P at Page 078 (as amended and supplemented, the "*Terrace Declaration*"), thereby designating a portion of the Property as the "Terrace at Rock Springs", being more particularly described therein (the "*Terrace*"); and

WHEREAS, Beeson Henthorn recorded the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWNES AT ROCK SPRINGS on June 19, 2003 in the Office of the Register of Deeds for Spartanburg County in Deed Book 78-C at Page 372 (as amended and supplemented, the "*Townes Declaration*"), thereby designating a portion of the Property as the "Townes at Rock Springs", being more particularly described therein (the "*Townes*"); and

WHEREAS, Four Bees recorded the SUPPLEMENTAL RESTRICTIONS OF RESERVE AT ROCK SPRINGS A PATIO HOME DEVELOPMENT on March 28, 2005 in the Office of the Register of Deeds for Spartanburg County in Deed Book 82-Q at Page 942 (as amended and supplemented, the "*Reserve Declaration*"), thereby designating a portion of the Property as the "Reserve at Rock Springs", being more particularly described therein (the "*Reserve*"); and

WHEREAS, pursuant to Section 18 of the Phase I Declaration, Four Bees may amend the Phase I Declaration because it still owns title to at least one Lot within the Community; and



WHEREAS, pursuant to Section 20 of the Phase II Declaration, Beeson Henthorn may amend the Phase II Declaration because it still owns title to at least one Lot within the Community; and

WHEREAS, Four Bees and Beeson Henthorn seek to amend the Rock Springs Declaration as set forth herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Developers hereby declare that the Rock Springs Declaration is hereby amended as follows, and further that the property described in this Amendment shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth which shall run with the title to the Property and all Lots therein and which shall be binding on all parties possessing any right, title or interest in the herein-described properties or any portion thereof, their heirs, successors and assigns:

1. **Section 18 of the Phase I Declaration and Section 20 of the Phase II Declaration are hereby deleted in their entirety and replaced with the following:**

These restrictions may be amended by the Rock Springs Homeowners Association (the "*Rock Springs Association*") if two-thirds (2/3) of the Lot Owners present, in person or by proxy, at a duly-called meeting of the Rock Springs Association where a quorum is reached, affirmatively vote in favor of the amendment. The amendment shall take effect upon recording in the Office of the Register of Deeds for Spartanburg County.

2. **Section 22 of the Phase I Declaration and Section 24 of the Phase II Declaration are hereby deleted in their entirety and replaced with the following:**

(A) Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot within the Community, including contract sellers, but excluding those who hold an interest merely as security for the performance of any obligations, shall be a Member of the Rock Springs Association. Ownership of such interest shall be the sole qualification for such membership. No Owner shall have more than one membership in the Rock Springs Association and there shall be only one vote for each Lot in the Community. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot within the Community. The Board of Directors of the Rock Springs Association (the "*Rock Springs Board*") may make reasonable rules regarding proof of ownership.

(B) Assessments. Each Owner, by acceptance of a deed, shall be deemed to covenant and agree to pay the Rock Springs Association, or its designee, any and all assessments and charges levied by the Rock Springs Association, including without limitation annual and special assessments. Such assessments, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien in favor of the Rock Springs Association upon the Lot and improvements 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 or entity who was the Owner of such Lot at the time when the assessment fell due. The annual assessment shall commence on the day of purchase as to any Lot or residence. The amount of annual assessments and any other assessments shall be set by the Rock Springs Board in its sole discretion.

(C) Effect of Nonpayment of Assessments. Any assessment or portion thereof which is not paid when it falls due shall be delinquent. If the assessment or portion thereof is not paid within thirty (30) days after the due date, the same shall bear interest from the date of delinquency at the average prime lending rate in effect for Branch Banking and Trust Company. The Rock Springs Association may file a notice of lien against the Owner, Lot and residence and bring an action against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner provided under South Carolina law for the foreclosure of a real estate mortgage. In either event, interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of their Lot.

3. **The following language is added as Section 24 to the Phase I Declaration and added as Section 26 to the Phase II Declaration:**

Master and Sub-Associations

(A) Master Association. The Rock Springs Association is the master association for the Community whose members consist of all Lot Owners in the Community. The Rock Springs Association collects the annual assessments and enforces the covenants and restrictions of the Rock Springs Declaration.

(B) Sub-Associations.

(i) The Gardens at Rock Springs Homeowners Association (the "*Gardens Association*") is a sub-association within the Community whose members consist of all the Lot Owners located in the Gardens. The Gardens Association collects the landscaping maintenance and water charges referenced in the Gardens Declaration.

(ii) The Terrace at Rock Springs Homeowners Association (the "*Terrace Association*") is a sub-association within the Community whose members consist of all the Lot Owners located in the Terrace. The Terrace Association collects the landscape maintenance charges referenced in the Terrace Declaration.

(iii) The Townes at Rock Springs Homeowners' Association (the "*Townes Association*") is a sub-association within the Community whose members consist of all the Lot Owners located in the Townes. The Townes Association collects the assessments referenced in the Townes Declaration.

(iv) The Reserve at Rock Springs Homeowners Association (the "*Reserve Association*") is a sub-association within the Community whose members consist of all the Lot Owners located in the Reserve. The Reserve Association collects the landscape maintenance charges referenced in the Reserve Declaration.

(v) Collectively, the Gardens Association, Terrace Association, Townes Association, and the Reserve Association may be referred to as the "*Sub-Associations*".

(C) Charges & Assessments. All charges and fees collected by the Sub-Associations shall constitute Assessments under the Rock Springs Declaration. If said charges and fees become delinquent, the Rock Springs Association shall possess all the rights to enforce their payment as it does to enforce the payment of assessments under the Rock Springs Declaration, including without limitation the right to file and foreclose upon a lien for delinquent assessments as provided for herein.


(D) The Rock Springs Association may delegate or assign any portion of its rights and obligations to the Sub-Associations from time to time in the sole discretion of the Rock Springs Board.

4. All capitalized terms not defined herein shall the meaning set forth in the Rock Springs Declaration.

5. If any term or condition of this Amendment conflicts with the terms or conditions of the Rock Springs Declaration or of the Sub-Association Declarations, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Rock Springs Declaration and the Sub-Association Declarations shall remain in full force and effect.

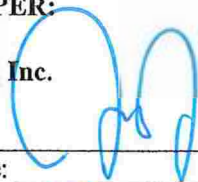
IN WITNESS WHEREOF, the Developers have by their duly authorized officers set their hands and seals this 22nd day of May, 2013 (the "Execution Date").

WITNESSES:


 (witness #1)
Linda M. Belcher
 (witness #2)

DEVELOPER:

Four Bees, Inc.

By: 
 Print Name: JOHN W BEESON JR
 Its: V.P.

STATE OF SOUTH CAROLINA)

COUNTY OF Spartanburg)

ACKNOWLEDGEMENT

I, Linda W. Belcher, a Notary Public for the State of South Carolina, do hereby certify that **Four Bees, Inc.**, by John W. Beeson, Jr., its Vice-President personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 22nd day of May, 2013.

Linda M. Belcher
 Notary Public for South Carolina
 My Commission Expires: 01-16-17

WITNESSES:

[Signature]
(witness #1)
Linda M. Belcher
(witness #2)

DEVELOPER:

Beeson Henthorn Development, LLC

By: [Signature]
Print Name: JOHN W. BEESON JR
Its: MEMBER

STATE OF SOUTH CAROLINA)
COUNTY OF Spartanburg)

ACKNOWLEDGEMENT

I, Linda W. Belcher, a Notary Public for the State of South Carolina,
do hereby certify that **Beeson Henthorn Development, LLC**, by
John W. Beeson, Jr., its Member, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Given under my hand and official seal this 22nd day of May, 2013.

Linda M. Belcher
Notary Public for South Carolina
My Commission Expires: 01-16-17

NOTARY PUBLIC
STATE OF SOUTH CAROLINA
COMMISSION EXPIRES 01-16-17
OFFICE OF NOTARY PUBLICS