

AMENDED

STATE OF SOUTH CAROLINA) EASEMENTS AND PROTECTIVE
) COVENANTS FOR
COUNTY OF GREENVILLE) STONELEDGES SUBDIVISION

These restrictive and protective covenants made this 8th day of October, 2007, by Rosewood of the Piedmont, Inc., a South Carolina Corporation company organized and existing under the laws of the State of South Carolina, herein referred to as Declarant:

WITNESSETH

Whereas, Declarant desire to create a residential community in accordance with a uniform plat of development to preserve and maintain the property values, to maintain the natural beauty of the property, to guard against construction thereon of poorly designed or proportioned structures built of improper or unsuitable materials, to obtain harmonious architectural scheme and to create a livable environment for the benefit of future purchasers of the property; and

WHEREAS, Declarant deems it desirable, to accomplish the said purpose, to create an ARCHITECTURAL CONTROL COMMITTEE to which should be delegated the powers of administration of some of the aforesaid functions; and

WHEREAS, Declarant, is currently the sole record title holder to the herein-described property;

NOW, THEREFORE, for and in consideration of the aforementioned considerations, and in further consideration of the mutual covenants, conditions, reservations, servitudes, and easements created herein for the benefit of the Declarant, Developer, their successors and assigns, and the future owners of the property, the undersigned hereby declare, create, and impose upon the herein-described property the following covenants, restrictions, easements, reservations, and servitudes, which are hereby declared to be covenants running with the land:

ARTICLE I
REAL PROPERTY SUBJECT TO THIS DECLARATION

The real property which shall be held, transferred, sold, conveyed, and occupied subject to these covenants consists of all that real property shown and described on the Hanson Homes, Inc. plat of STONELEDGES dated June 4, 2007,



2007110610

AMEND/REST
14 PGS

1

Book DE 2298 Page:1820-1833

November 06, 2007 11:28:48 AM

Rec:\$20.00 Cnty Tax:\$0.00 State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

and recorded on July 3, 2007 in Office of the RMC for Greenville County, South Carolina, in Plat Book 1043 at Page 78 (hereinafter referred to as the property).

In the event of any conflict with the provisions hereof and any zoning ordinances or statutes or to subdivision laws or regulations that may be in effect on the date of the recording of these Covenants which would require a more stringent or strict standard, regulation, or use than required herein, then the terms, conditions, and requirements of such more stringent zoning or subdivision law, statute, or ordinance shall prevail.

ARTICLE II USES PROHIBITED AND PERMITTED IN RESIDENTIAL AREAS

All lots designated on the above-described recorded plat shall be solely for single-family residential dwellings, and Declarant impose the following covenants and restrictions on use of the property:

- 1) No professional office, business, trade, or commercial activity of any kind shall be conducted in any building on any lot, or portion thereof, except for a home office.
- 2) No lot shall be used, and no building shall be erected, altered, placed, or permitted to remain on any lot, for any purpose other than the following:
 - a) Construction of one (1) single-family dwelling per lot.
 - b) Accessory buildings, including one private garage per lot, but garage apartments are prohibited.
 - c) Temporary building for uses incidental to construction work, which building shall be removed upon completion or abandonment of the construction work. Any structure under construction must be completed within one year from the date of the commencement of its construction.
 - d) No house trailer or mobile home shall be placed on any lot, either temporarily or permanently. There shall be no school buses, camper, or any other similar vehicle placed on any lot at any time for use as storage or as living quarters. No unlicensed vehicle or trailer is permitted to remain on any lot. Any recreation vehicle must be parked at the rear of the residence.

- e) No signs or bulletin boards shall be permitted on any lot except when used in connection with the sale of said lot or when used by the building contractor during the period of construction of a building on a lot.
 - f) No animals, livestock, or poultry of any kind, other than domestic house-pets, shall be kept or maintained on the property, and no livestock, poultry, or house-pets shall be kept on any property for commercial purposes. No dog with vicious tendencies, including, but not limited to, Pit Bulls, Rottweiler, and Dobermans, shall be permitted on the property.
 - g) No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to other residents or owners of lots in the subdivision.
 - h) No tractor/trailer trucks will be permitted to remain parked upon the property or subdivision streets for a period of time to exceed one (1) day.
- 3) Any outbuilding shall be constructed so as to be compatible with the main dwelling on the property and shall be approved by the Architectural Committee.
 - 4) All buildings constructed on any lot shall have front and side building setback requirements that are consistent with the requirement mandated by the controlling Greenville County zoning or building authority.
 - 5) There shall be no more than one principal dwelling and its accessory building on each lot, and no more than one family shall occupy a dwelling on any lot.
 - 6) All residences constructed in the subdivision shall contain a minimum of eighteen hundred (1,800) square feet of heated floor space exclusive of porches, garages, or breeze-ways, provided, however, that a two-story dwelling shall contain a minimum of two thousand (2000) square feet with a minimum of one thousand feet (1000) square feet of heated floor space on the first, or ground floor. Each dwelling must also have a minimum of a one (1) car garage.
 - 7) No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage, or waste shall be kept at all times in sanitary

containers. All incinerators or other equipment that is used for the storage or disposal of waste material shall be kept in a clean and sanitary condition.

- 8) All Sewage disposals shall be by septic tank or public sewage if available.
- 9) No trailer, basement, shack, garage, barn or other outbuilding erected upon a lot shall, at any time, be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character, nor any structure which is unfinished or incomplete, be used as a residence.
- 10) No lot shall be used for repair work on automobiles or other vehicles, whether performed by the owner or otherwise.
- 11) The Declarant reserves to itself, its successors or assigns, the right to re-plat any residential lot or lots within the property for the purpose of making such lot or lots suitable for use as a residential building site.
- 12) All driveways on each lot shall be of either asphalt or concrete construction, the thickness of which must be approved in writing by the ARCHITECTURAL CONTROL COMMITTEE. In the event that an owner of a lot elects to use a material for the driveway other than asphalt or concrete, such material must be approved in writing by the ARCHITECTURAL CONTROL COMMITTEE prior to the installation of the driveway material.
- 13) The construction and installation of fences on any lot must have prior written approval by the Architectural Control Committee. Any fence erected without such prior approval shall be removed by the committee at the lot owners expense, and permission for such removal is granted to the committee by the owner thereof.
- 14) All yards and vacant lots shall be maintained and kept in a neat, clean, and orderly manner. If a dwelling is completed on a lot, the yard must be grassed and the grass must be cut at reasonable intervals. If the lot is vacant, the lot must be kept free of trash and debris.
- 15) No sign of any kind shall be displayed in public view on any lot except for a sign advertising the property for sale or rent or a sign normally used by a building contractor for advertising and identification during

the construction and sale period. Such signs shall be no larger than three feet by three feet in area. No lot owner, other than the Declarant, may erect a directional sign on the streets or right of way within the subdivision. Temporary garage sale or yard sale signs are permitted, but such signs must be removed no later than 5:00 p.m. on the day of the sale.

- 16) No tower or satellite dish may be placed on the property without prior approval of the Architectural Committee.
- 17) Fishing in the common area LAKE is allowed for Stoneledge residents only. All fishing is "catch and release" and must be in compliance with applicable state law. If a nuisance species needed to be removed a qualified Wildlife Biologists will be retained by the Homeowners Association and will be removed according to his direction.
- 18) Access to the lake is from the access path only for all Stoneledge residents, except owners of lake lots may access the lake from their own lot.
- 19) If the path passes through a privately owned lot the resident must stay on the path at all times.
- 20) Use of the lake and path is for Stoneledge residents only.
- 21) Lake lot owners may be subject to applicable state laws and regulations while building a dock for their use, provided the dock does not extend more than 20 feet into the lake from the high water mark, and it does not exceed 12 feet in width. The Stoneledge Homeowners Association may at their discretion, erect one community dock on the commonly owned portion of the lake according to the above described specifications.
- 22) Small boats no more than 12 foot length that are wind or human powered are allowed, however, all boats must be removed when not in use except lake lot owners may tie their boat to their dock.
- 23) The Stoneledge Homeowners Association is responsible for all Lake maintenance including maintenance of all outlets and inlets and maintenance of dam if needed.
- 24) No swimming or other water sports are allowed since the purpose of the lake is to provide a quiet and relaxing atmosphere.

- 25) Any harassment of lake wildlife will be reported to the Department of Natural Resources.
- 26) No privacy fences may be erected on lake lots.

ARTICLE III EASEMENTS

The Declarant reserves, and is given, a perpetual, alienable, and releasable easement for the installation of utilities (including, but not limited to, water, electricity, telephone, cable TV, gas, and sewer) and drainage over, in, and under a five (5) foot strip parallel to, and tangent with, all side lot lines of any interior lot and over, in, and under a five (5) foot strip parallel to and tangent with all lot lines that are on the exterior boundary of the subdivision and over, in, and under a five (5) foot strip parallel to and tangent with all rear lot lines of any lot, as well as in and to all existing easements for water, gas, drainage, electricity, cable TV, and sewer. The Declarant further reserves to itself such easement rights as are specifically shown on the recorded subdivision plat. The Declarant shall have the unrestricted and sole right and power to alienate, convey, and release the easements reserved under the terms of this paragraph. All such easements, including those designated on the plat, are and shall remain private easements. In the event that any lot shall be re-divided or re-platted, the side and rear lot line easements herein granted shall apply as originally platted and shall lie along the original lot lines existing at the time of the execution of these covenants. No lot owner, other than the Declarant, shall grant a utility easement to any person or entity across owners lot to any property that is contiguous to the subdivision property.

Easements for drainage of surface water that appear on the subdivision plat are hereby reserved. Each owner of a lot that is subject to a drainage easement shall keep swales planted with grass or other ground cover, free and unobstructed and in good condition. Declarant shall permit the installation of culverts if such become necessary.

Declarant hereby conveys to the owner of each lot in the subdivision a perpetual, non-exclusive easement for access, ingress and egress across the roads shown on the subdivision plat, together with the perpetual right of easement of enjoyment and use in the common areas shown on the subdivision plat.

ARTICLE IV ARCHITECTURAL COMMITTEE CONTROL

The ARCHITECTURAL CONTROL COMMITTEE is created for the purpose of insuring the development of the real property as an area with a pleasing aesthetic appearance so as to preserve the harmony and consistency of the external design with the appearance of the existing structures in the subdivision. NO IMPROVEMENTS OF ANY KIND, INCLUDING MODIFICATIONS TO EXISTING STRUCTURES, SHALL TAKE PLACE ON ANY LOT BEFORE BUILDING PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

The ARCHITECTURAL CONTROL COMMITTEE shall be composed of Randy Hanson and Mark Nyblom. In the event that either of the aforementioned persons is unable to perform his duties on the ARCHITECTURAL CONTROL COMMITTEE, the vacancy on the ARCHITECTURAL CONTROL COMMITTEE shall be filled by such person as is selected by Declarant but either may act for the committee.

At such time as Declarant has sold all of the lots in the subdivision, the ARCHITECTURAL CONTROL COMMITTEE shall be appointed by the prevailing homeowners association and shall have the duties and responsibilities set forth herein.

In the event that the ARCHITECTURAL CONTROL COMMITTEE fails to approve or disapprove any matter within the scope of its authority within forty-five (45) days after its being submitted, prior approval by the ARCHITECTURAL CONTROL COMMITTEE shall be deemed to have been granted and no suit or claim against the party submitting the proposal shall thereafter be available to the ARCHITECTURAL CONTROL COMMITTEE or to any owner in the subdivision.

Applications for approval as required herein shall be made to the ARCHITECTURAL CONTROL COMMITTEE or to any member thereof. Each application for approval must bear a date of receipt and be initialed by a representative of the ARCHITECTURAL CONTROL COMMITTEE and the owner or his representative submitting the application, and the date of delivery of the plan to the ARCHITECTURAL CONTROL COMMITTEE shall be the date of the commencement of the forty-five day approval period.

Prior to commencement of construction of any addition or improvement to an existing dwelling or structure on a lot in the subdivision, the lot owner shall submit to the ARCHITECTURAL CONTROL COMMITTEE the plans and specifications, including elevations and plats, which shall contain and reveal all pertinent information necessary for the committee to act thereon. If the committee requests from the owner additional information, the forty-five days for approval shall be extended by the number days from the date of the committee's request for the

additional information and the date that the information is produced by the owner. The committees approval or disapproval shall be in writing, addressed to the owner at the address given to the committee by the owner when the plans were submitted. If the committees decision is not hand delivered, the date of delivery to the owner shall be the date on which the decision was placed in the US mail, postage paid, and addressed to the owner, or the date of the placing of the decision in an overnight-delivery collection receptacle.

ARTICLE V

WAIVER OF SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS

The ARCHITECTURAL CONTROL COMMITTEE is authorized to waive compliance with, approve, or ratify in the construction or alteration of any building or structure upon the real property, or the use or failure to use any of the requirements set forth herein if, in the opinion of all of the members of the ARCHITECTURAL CONTROL COMMITTEE, the same shall be necessary to prevent undue hardship because of special circumstances attendant to the property involved. The waiver, approval, or ratification by the ARCHITECTURAL CONTROL COMMITTEE shall be binding upon all persons, and the powers of waiver herein conferred upon the ARCHITECTURAL CONTROL COMMITTEE shall be construed liberally so as to affect any matters or things included with the terms and conditions of these covenants. Any initial member may sign a waiver.

ARTICLE VI

AMENDMENTS AND MODIFICATION

The terms, provisions, and restrictions set forth herein may be amended upon the written approval by two-thirds of the number of owners of lots in the subdivision. If an owner owns more than one lot, that particular owner shall cast one vote for each lot owned. Any amendment to the terms, provisions, covenants, or restrictions of this Declaration shall become effective only upon the recording in the RMC for Greenville County, South Carolina, of an instrument which (a) sets forth the amendment; (b) states that the approval of two thirds of the owners has been given and obtained; and (c) is signed and acknowledged by each owner consenting to the modification or amendment

No lot owner may impose additional covenants, restrictions, or conditions upon any property in the subdivision without prior approval of the ARCHITECTURAL CONTROL COMMITTEE.

ARTICLE VII

TERM AND ENFORCABILITY

If any owner shall violate any of these covenants without prior approval obtained in the manner set forth herein, it shall be lawful for any owner of any real property in the subdivision to prosecute any proceeding, at law or in equity, against the offending owner to prevent the owner from continuing the violation or to recover damages for such violation. The invalidation of any one or more of these covenants by an order of a court of proper jurisdiction shall not affect the enforceability of the other provisions herein.

If any of the covenants contained herein are contrary to the requirements, policies, or recommendations of HUD, the VA, or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any lot in the subdivision unacceptable for any such loan, then the Declarant shall have the authority to amend, alter, or annul any covenants as may be necessary to make any of the property acceptable and eligible for such loan.

These covenants shall be deemed to be covenants running with the land and shall remain in full force and effect for a period of twenty-five (25) years from the date of recording of these covenants and restrictions, and these covenants shall be automatically extended for successive periods of ten (10) years unless a written agreement executed by a majority of the then lot owners amending, modifying, or canceling these restrictions is recorded.

ARTICLE VIII HOMEOWNERS ASSOCIATION AND PROPERTY RIGHTS OF OWNERS

Every owner shall be a member of the STONELEDGES ASSOCIATION (hereinafter the Association), which membership shall be appurtenant to, and shall pass with, the title to every lot, subject to the following provisions:

- a. The right of the Association to charge reasonable fees for the maintenance of the entrance to the subdivision and of the common areas; and
- b. The right of the Association to suspend voting rights of an owner for any period not to exceed 60 (sixty) days for any infraction of its published rules or regulations.

The Association shall be formed at any time by Declarant. Commencing January 1 of the year following the date on which 50% of the lots have been sold by the Declarant, the Association shall begin collection of necessary assessments

from each owner. Each owner, by acceptance of a deed for any lot within the subdivision, whether or not it is expressed in the deed thereto, hereby covenants and agrees to pay to the Association (1) annual assessment charges, and (2) special assessment charges for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge and a continuing lien on the lot against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of the lot 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 such successors.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents, as well as the esthetics, of the subdivision. The Association shall use the funds accumulated by the annual assessment for maintenance of the common areas, to include, but not be limited to, installation and maintenance of lighting, construction of signs, irrigation maintenance of the detention pond, fencing, roads, road signs, and any other component parts of the common areas, and taxes or assessments against the common area.

The amount of the assessments shall be determined by the Association. Assessments are due and payable on June 1 of each year, and the amount of the annual assessment shall be set each year by the Association. The annual assessment shall be prorated according to the days remaining in the calendar year following the date of purchase of the lot.

In addition to the annual assessment, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the subdivision, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes from each class of members of the Association voting in person or by proxy at a meeting duly called by the Association.

Written notice of any meeting called for the purpose of levying a special assessment shall be sent to all members not less than thirty (30) days prior to the date of the meeting of the Association. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty (60%) percent of all of 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 at the subsequent meeting, a quorum shall be one half of the required number for a quorum that was required at the first meeting.

Both annual and special assessments must be fixed at a uniform rate for all lots. Special assessments may be collected on a monthly basis if so designated by the Association. The Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance for each annual assessment period. Written notice of the annual assessment shall be sent to each owner subject thereto. The due date shall be established by the Association.

Any assessment not paid within thirty (30) days after the date on which it is due shall bear interest from the due date at the legal rate assessed against court judgments in Greenville County. The Association may bring legal action against the owner personally obligated to pay the same or may foreclose the lien against the lot. No owner may waive or escape from liability for payment of the assessments by abandonment of his lot.

ARTICLE IX GENERAL PROVISIONS

The owner of each lot shall send written notice to the Association of the conveyance of the lot to owner. Owner shall include in the notice owners mailing address for receipt by owner of notices from the Association and a current phone number at which owner may be reached. Owner shall be responsible for giving the Association notice of any change in owners address or phone number, and delivery by the Association of notices to owner at the last address given by owner to the Association shall constitute actual and complete notice to said owner.

Additional residential property may be annexed to the subdivision property. Declarant retains the right to use any lot or lots owned by Declarant as a street or streets for access to the annexed property so as to make the annexed property a part of this subdivision. All properties annexed to the subdivision shall be subject to these covenants and restrictions and shall be annexed only at the absolute sole discretion of the Declarant.

The Association shall maintain all common areas in the subdivision.

A perpetual, non-exclusive easement over the Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants, or occupants, for the purpose of providing access, ingress and egress to and from streets, parking areas and walkways serving the Properties.

A conservation easement is hereby granted to the Homeowners Association to satisfy the open space requirements for a cluster development. This easement

shall run with the land in perpetuity. This easement shall be solely for the purpose for insuring the open space remains undeveloped and shall not in any way imply the right to public access or any other right or duty not expressly set forth in the easement. This property subject to this easement is shown on the recorded plat and designated as "open space". Said open space may not be further subdivided. Said plat is recorded in Plat Book 1043 at Page 78.

The covenants for the subdivision includes provisions for the protection of trees and other natural amenities within the property designated for open space. The removal of trees and natural vegetation is permitted in the development phases for the purpose of utility easements, passive recreational uses and drainage ways with the written permission of the Planning Commission and the property notations on the final plat. Neither the developer, property owners, nor any advisory or community board shall be granted permission to remove or destroy any trees and natural vegetation from the open space area for passive recreational or any other purposes without the express written permission of the Greenville County Planning Commission or its staff. Normal maintenance and the removal of dead or fallen trees are permitted and recommended.

(SIGNATURES ON FOLLOWING PAGE)

In witness whereof the undersigned has caused this EASEMENTS AND PROTECTIVE COVENANTS FOR STONELEDGES SUBDIVISION to be executed this date and year above-written.

Amala Tamm
Witness
John W. Gray
Witness

DCW Properties, LLC

David C. Wise
By: David C. Wise
Its: sole member

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before the undersigned Notary Public for the State of South Carolina, by the above-subscribed in his/her capacity as the duly appointed and authorized agent for the Declarant this 8th day of October, 2007

[Signature]
Notary Public for South Carolina
My commission expires 11/3/13

In witness whereof the undersigned has caused this EASEMENTS AND PROTECTIVE COVENANTS FOR STONELEDGES SUBDIVISION to be executed this date and year above-written.

Aminda S. Turner
Witness
[Signature]
Witness

Rosewood of the Piedmont, Inc., Declarant

By: Mark Nyblom
Its: Pres

Aminda S. Turner
Witness
[Signature]
Witness

SK Builders, Inc.

By: Tim Kallman
Its: J.P.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before the undersigned Notary Public for the State of South Carolina, by the above-subscribed in his/her capacity as the duly appointed and authorized agent for the Declarant this 8th day of October, 2007.

[Signature]
Notary Public for South Carolina
My commission expires 1/3/17

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2007110610 Book: DE 2298 Page: 1820-1833
November 05, 2007 11:28:48 AM

Timothy J. Ramsey

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) AMENDMENT TO COVENANTS
FOR STONELEDGES SUBDIVISION

WHEREAS, the undersigned Declarants wish to amend Articles VIII of the covenants for Stoneledges Subdivision as recorded in Deed Book 2298 at Page 1820; and

WHEREAS, the original covenants incorrectly state that time for collection of association dues; and

WHEREAS, the Declarants wishes to amend this paragraph as follows:

Article VIII is hereby amended to provide that Association dues will be collected on a pro-rata annual basis on all sales of completed homes. Builders and Developer will not be subjected to payment of dues. The initial dues shall be \$300 annually.

IN WITNESS whereof the undersigned has caused this Amended to Restrictions for Stoneledges to be executed this 13 day of December, 2007.

Witness [Signature]
Witness [Signature]

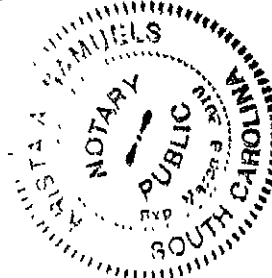
DCW Properties, LLC

by: [Signature]
Its: member

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) ACKNOWLEDGMENT

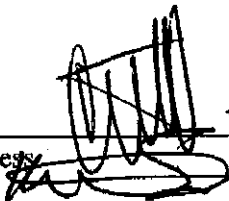
I, [Signature], a Notary Public for the State of South Carolina, do hereby certify that DCW Properties, LLC by Dave C. Wise, its duly authorized officer personally appeared before me this 13 day of December, 2007 and acknowledged the due execution of the foregoing instrument.

[Signature] (LS)
Notary Public for South Carolina
My Commission Expires: 3-8-2010

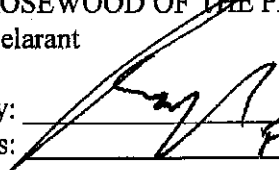


2007122164
2 PGS
Book DE 2304 Page 1575-1576
December 14, 2007 09:59:32 AM
Rec: \$10.00 Cnty Tax: \$0.00 State Tax: \$0.00
FILED IN GREENVILLE COUNTY, SC

IN WITNESS whereof the undersigned has caused this Amended to Restrictions for Stoneledges o be executed this 13 day of December, 2007.

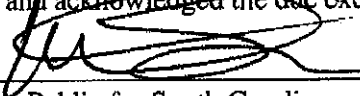
Witness 
 Witness

ROSEWOOD OF THE PIEDMONT, INC.,
 Delarant

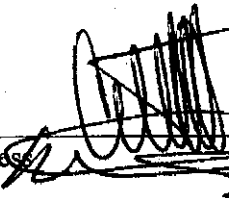
by: 
 Its: PKES

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE) ACKNOWLEDGMENT

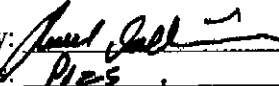
I, Krista Samuel, a Notary Public for the State of South Carolina, do hereby certify that Rosewood of the Piedmont, Inc. by Mark Nyblom, its duly authorized officer personally appeared before me this 13 day of December, 2007 and acknowledged the due execution of the foregoing instrument.

 (LS)
 Notary Public for South Carolina
 My Commission Expires: 3-8-2010

IN WITNESS whereof the undersigned has caused this Amended to Restrictions for Stoneledges o be executed this 13 day of December, 2007.

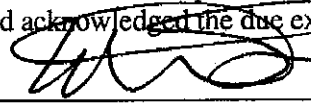
Witness 
 Witness

SK BUILDERS, INC.

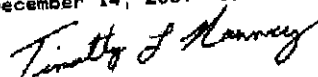
by: 
 Its: PKES

STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE) ACKNOWLEDGMENT

I, Krista Samuel, a Notary Public for the State of South Carolina, do hereby certify that SK Builders, Inc. by Russell Kallinen, its duly authorized officer personally appeared before me this 13 day of December, 2007 and acknowledged the due execution of the foregoing instrument.

 (LS)
 Notary Public for South Carolina
 My Commission Expires: 3-8-2010

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
 2007122164 Book: DE 2304 Page: 1575-1576
 December 14, 2007 09:59:32 AM



STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AMENDMENT TO RESTRICTIVE COVENANTS
FOR STONELEDGES

WHEREAS, the undersigned is the developer and declarant of the subdivision known as Stoneledges; and

WHEREAS, the undersigned still owns two (2) lots adjoining the pond that is part of the common area of the subdivision; and

WHEREAS, the declarant wishes to clarify the use of the pond by the owners of Lot F on Plat Book 1052 at Page 26 and Lot A on Plat Book 1052 at Page 27;

NOW, THEREFORE, the undersigned amends the covenants for Stoneledges recorded in Deed Book 229 ~~8~~ at Page 1820-1833 to provide as follows:

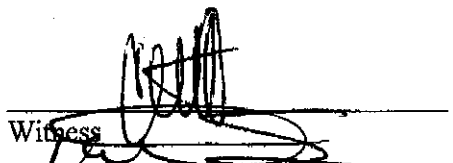
1. Lots A and F on the above referenced plats are not part of the Home Owners Association and will not be bound by the rules and regulations of the Association except as to the use of the common areas.
2. Lots A & F shall have exclusive use of the shoreline that borders the pond and the walking path described on the aforementioned plats.
3. Declarant may impose such covenants as they seem appropriate as to the use of said Lots A & F
4. The Amendment is made by way of clarification so that there is no misunderstanding regarding the status of Lots A & F. These lots are not part of Stoneledges and not subject to the covenants except they are subject to all rules and regulations of common areas of Stoneledges.



2007122163 AMEND/REST
3 PGS
Book DE 2304 Page 1572-1574
December 14, 2007 09:59 31 AM
Rec.\$10 00 Cnty Tax \$0.00 State Tax.\$0 00

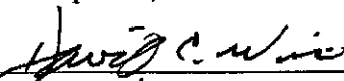
FILED IN GREENVILLE COUNTY, SC

IN WITNESS whereof the undersigned has caused this Amended to Restrictions for
Stoneledges to be executed this 13 day of December, 2007.



Witness


DCW Properties, LLC

by: 
Its: manager

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)


ACKNOWLEDGMENT

I, Krista Samuels, a Notary Public for the State of South Carolina,
do hereby certify that DCW Properties, LLC by David C. Wise, its duly
authorized officer personally appeared before me this 13 day of December, 2007
and acknowledged the due execution of the foregoing instrument.



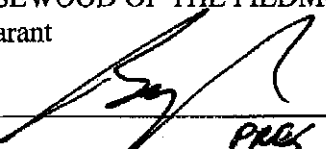
(LS)
Notary Public for South Carolina
My Commission Expires: 3-8-2010

IN WITNESS whereof the undersigned has caused this Amended to Restrictions for
Stoneledges o be executed this 13 day of December 2007.



Witness

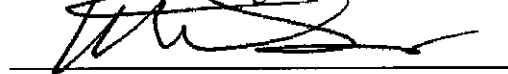
ROSEWOOD OF THE PIEDMONT, INC.,
Delarant

by: 
Its: pres

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

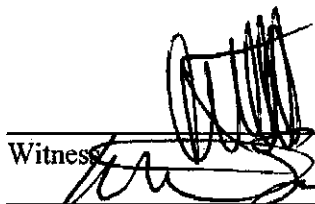
ACKNOWLEDGMENT

I, Krista Samuels, a Notary Public for the State of South Carolina,
do hereby certify that Rosewood of the Piedmont, Inc. by Mark Nyblom,
its duly authorized officer personally appeared before me this 13 day of December,
2007 and acknowledged the due execution of the foregoing instrument.



(LS)
Notary Public for South Carolina
My Commission Expires: 3-8-2010


IN WITNESS whereof the undersigned has caused this Amended to Restrictions for Stoneledges o be executed this 13 day of December, 2007.



Witness

Witness

SK BUILDERS, INC.

by: 
Its: pres.

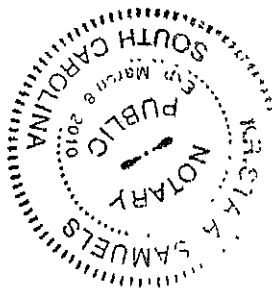
STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) ACKNOWLEDGMENT

I, Krista Samuel, a Notary Public for the State of South Carolina,
do hereby certify that SK Builders, Inc. by Russell Kallinen, its duly
authorized officer personally appeared before me this 13 day of December, 2007
and acknowledged the due execution of the foregoing instrument.

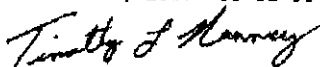


(LS)

Notary Public for South Carolina
My Commission Expires: 3-8-2010



FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2007122163 Book: DE 2304 Page: 1572-1574
December 14, 2007 09 59 31 AM



STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR STONELEDGES SUBDIVISION

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONELEDGES is made as of May 12, 2008, by Rosewood of the Piedmont, Inc., a South Carolina Corporation company (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, by that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR STONELEDGES (the "Declaration") dated July 31, 2007, recorded in Book 2281 at Page 1130 in the Greenville County, South Carolina, Public registry, Declarant, subjected certain real property in Greenville County, South Carolina, to protective covenants, conditions, restrictions and easements as set forth therein; and


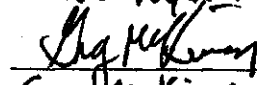
WHEREAS, Article VI of the Declaration provides that the terms, provisions, and restrictions may be amended upon the written approval by two-thirds of the number of owners;

WHEREAS, in accordance with Article VIII of said Declaration, Declarant is desirous of forming the homeowners association effective immediately;

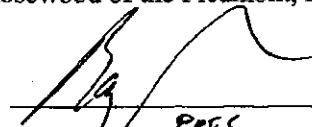
NOW, THEREFORE, Declarant hereby declares that all lots sold by the Declarant are subject to annual assessments, which will be due and payable on July 1, 2008, and thereafter on January 1st of every following year. The amount of the assessment shall be determined in November of each year and notice mailed to owners before December 15th. All other covenants and restrictions related to assessments will remain in effect as per Article VIII of the Declaration.

IN WITNESS WHEREOF, Declarant, by and through its authorized representatives, has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, as of the day and year first above written.

Witness:


Claus Nyblom

Greg McKinney

By: Rosewood of the Piedmont, Inc.

By: 
Title: PRES
Mark Nyblom
HOA President



2008049081

AMEND/REST
2 PGS
Book: DE 2325 Page: 1799-1800

May 23, 2008 04:13:34 PM
Rec: \$10.00 Cnty Tax: \$0.00 State Tax: \$0.00

FILED IN GREENVILLE COUNTY, SC

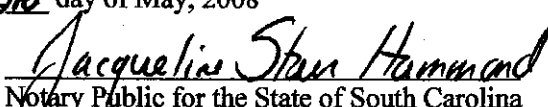
STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF GREENVILLE)

Personally appeared before me the undersigned witness, who says on oath that (s)he saw the within named corporation by its duly authorized Managing Member, sign, seal and deliver the within written Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Stoneledges, and (s)he with the other witness, witnessed the execution thereof.

Sworn to before me this
22nd day of May, 2008



Witness Signature



Notary Public for the State of South Carolina
My commission expires: 4/20/09

(SEAL)

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2008049081 Book: DE 2325 Page: 1799-1800
May 23, 2008 04:13:34 PM

