

WHEREAS, Developer is the owner of real property as shown on plat of Survey entitled "Woodridge Phase VIII" dated _____ and recorded _____ in Plat Book _____, page _____, said Register of Deeds; and

NOW THEREFORE, the undersigned Developer with consent of the Association, and with the consent and approval of PECH, does hereby supplement Declaration with this Seventh Supplement and hereby amends Declaration, as to Woodridge Phase VIII only, as follows:

1. Pursuant to Article II, Section 2 of Declaration, the above- described property is hereby added to and is subject to the Declaration;

WOODRIDGE, PHASE VIII

2. As to Woodridge Phase VIII only and for the purposes of this Seventh Supplement, the term "Developer" shall mean Mark III Properties, Inc., successor in interest to PECH of Spartanburg Limited Partnership, its successors and assigns.

3. It is expressly acknowledged by any owner of a Lot in the property described in Declaration, First Supplement to Declaration, Second Supplement to Declaration, Third Supplement to Declaration, Fourth Supplement to Declaration, Fifth Supplement to Declaration, Sixth Supplement to Declaration and this Seventh Supplement to Declaration, that only Woodridge Phase VIII is subject to the Declaration as amended and supplemented by this Seventh Supplement. Any other property owned by Developer shall not be subject to these covenants and restrictions unless specifically added pursuant to the terms and provisions of Article II of Declaration.

4. The following amendments apply only to Woodridge Phase VIII and are not intended to affect or further restrict the property located in Woodridge Phases I through VII, inclusively:

a. The second paragraph of Article III, Section 2 is hereby amended and restated as follows:

"Class B. Class B member shall be the Developer, or any contractor or builder who purchases a Lot from the Developer for the purpose of constructing a single-family residence on such Lot. A Class B member shall not be entitled to vote until the Class B member begins paying assessments or charges as provided in Article V, Section 1, as amended, at which time the Class B members shall have the same voting rights as Class A members."

b. Article IV, Section 2, of Declaration is hereby amended to reflect a date of December 31, 2009;

c. Article IV, Section 3, of Declaration is hereby amended to add a new paragraph (d) as follows:

“(d) the right of the Developer to designate any Lot, Lots or other areas within Woodridge Phase VIII as a conservation area, a recreation area or as a Common Property described in the Declaration.”

d. Article V, Section 1, of Declaration is hereby amended and restated as follows:

“Section 1. Creation of the lien and Personal Obligation of Assessments. Each owner of a Lot, who resides at such location, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The obligations under this paragraph for annual assessments or charges and special assessments shall not apply to Developer, or any contractor or builder who purchases a Lot from Developer for the purpose of constructing a single-family residence on such Lot. Notwithstanding the foregoing, if the Developer, or any contractor or builder, is the owner of a Lot or Lots on January 1, 2009, then the Developer, contractor or builder, shall pay to the Association the annual assessment or charges for such lots at the then prevailing rate and shall be subject to this provision.”

e. Article V of Declaration is hereby amended to add the following provision:

“Section 12. Payment of Assessments for Lots Located in Woodridge Phase VIII. The Developer shall collect all assessments, at a rate to be determined by the Developer, for the Lots located in Woodridge Phase VIII to be applied toward the costs of the operating expenses including, without limitation, utilities and maintenance of landscaping and signage. Provided, however, that upon the sale of two-thirds (2/3rds) of the Lots to dues paying members, the Developer shall transfer collection rights to the Association and the Association shall thereafter collect all assessments at the then prevailing rate for Woodridge Phases I through VII from the Woodridge Phase VIII Lot owners who are obligated to pay assessments; and the Association shall thereafter be responsible for all operating expenses including, without limitation, utilities and maintenance of landscaping and signage.”

f. Article VI, Section 2, of Declaration is hereby amended and restated as follows:

“Section 2. No building, including stoops, verandas, steps, porches and roofs shall be located nearer the front line or nearer the side street line of any Lot than the building line shown on said plat nor nearer than seven and one-half (7.50) feet to any side Lot line.”

g. Article VI, Section 6, of Declaration is hereby amended and restated as follows:

“Section 6. No dwelling shall be erected on any Lot having less than two (2) bathrooms or less than two thousand five hundred (2,500) square feet of heated floor space. Provided however, the following Lots are hereby further restricted as follows:

(a) No dwelling shall be erected on Lots 19, 20, 25, 26 and 43 having less than three thousand (3,000) square feet of heated floor space.

(b) No dwelling shall be erected on Lots 21, 22, 23, 24, 41 and 42 having less than three thousand five hundred (3,500) square feet of heated floor space.

(c) No dwelling shall be erected on Lots 27 and 28 having less than two thousand eight hundred (2,800) square feet of heated floor space.

The floor space required by this Article shall not include unfinished basements, porches, verandas, breezeways, or garages. No asbestos siding shall be used and no concrete blocks shall be used unless the exterior walls are faced with brick or covered with some other material approved by the Developer.”

h. Article VI, Section 8, of Declaration is hereby amended and restated as follows:

“Section 8. All garages shall be enclosed by doors and no more than forty-five (45) Lots within Woodridge Phase VIII may contain homes with garages which face the street. The Developer will use its best efforts to encourage all builders to construct homes with side-facing garages.”

i. Article VI, Section 11, of Declaration is hereby amended and restated as follows:

“Section 11. All sewage shall be disposed of through public sewer systems.”

5. Subject to Developer's prior approval, the exterior of all homes constructed in Woodridge Phase VIII shall be clad with the following materials: (i) masonry, including, without limitation, brick, stucco and stone; (ii) wood, including, without limitation, all variety of wooden siding and shingles; (iii) cement materials, including, without limitation, a material commonly referred to as Hardie Plank or Hardie Board; and (iv) vinyl siding; provided that no more than twenty-five (25%) percent of the

exterior surface of any home may be clad with vinyl siding. Recognizing that building materials commonly change and that new materials are frequently introduced, other materials of similar cost and quality are also permissible with the prior consent of the Developer. Notwithstanding the above provisions, Developer agrees that houses in Woodridge Phase VIII will be constructed in a manner consistent with the character, quality and style of the houses in Woodridge Phases I through VII.

6. A standard roof-mounted or chimney-mounted television antenna is permissible, but no other type of antenna, satellite dish or similar device for the transmission or reception of signals of any kind shall be erected or allowed to remain on any lot. If available, the new Direct Broadcasting Satellite (DBS) television system or equivalent technology or system will be allowed, as long as the satellite receiving dish or apparatus does not exceed eighteen (18") inches in diameter and its location is approved by the Developer.

7. Developer may designate any Lot or Lots as a conservation easement, recreational area and/or Common Properties as defined in the Declaration and may retain the legal title to such areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, Developer hereby covenants, for itself, its successors and assigns, that it shall convey all its right, title and interest in such areas to the Association or if required by applicable law for the conservation easement to an appropriate conservation group upon the sale of two-thirds (2/3rds) of the Lots to dues paying members.

8. All mailboxes in Woodridge Phase VIII will be of the same style and color as the mailboxes located in Woodridge Phases I through VII.

9. The curbing located in Woodridge Phase VIII will be consistent with the curbing found in Woodridge Phases I thorough VII.

10. The signage placed at the entrance to Woodridge located on Caldwell Drive will bear the name "Woodridge" in the same color, style, script and quality as the sign located at the entrance to Woodridge on Willis Road.

11. All driveways in Woodridge Phase VIII shall be constructed of concrete and no driveway shall be constructed of asphalt.

12. Sidewalks may be constructed in Woodridge Phase VIII; provided that no sidewalks shall be constructed on that portion of Oakcrest Road lying between Woodridge Phase VII and the intersection of Oakcrest Road and 'D' Street shown on the plat of Woodridge Phase VIII.

13. The Declaration, as amended by this Seventh Supplement, may not be further amended as to Woodridge Phase VIII without the written consent of the Developer prior to January 1, 2009.