



STATE OF SOUTH CAROLINA } COVENANTS, CONDITIONS
 } AND RESTRICTIONS FOR
COUNTY OF SPARTANBURG } **HEATHERFIELD SUBDIVISION**

WHEREAS, Mark III Properties, Inc. ("Declarant") is the Developer of a certain tract of land located near Highway 101 in the City of Greer known as *Heatherfield Subdivision*, containing 2.93 acres, more or less, shown on a plat for Mark III Properties, Inc., made by 3D Land Surveying, Inc, dated November 18, 2015 and recorded in Plat Book 170 at Page 565 on ~~November~~ ^{Dec} 2, 2015 in the Register of Deeds of Spartanburg County, South Carolina (the "Plat") and reference to which Plat is hereby craved for a description of such property (hereinafter the "Real Property").

WHEREAS, Declarant is owner of the real property and desires to impose certain restrictive covenants upon the Real Property for the benefit of Declarant and Approved Builders for so long as either may own any of the Real Property and thereafter in order to insure its use for residential purposes, to prevent impairment of the attractiveness of the Real Property, and to maintain the desired quality of the community;

NOW, THEREFORE, Declarant hereby declares that the Real Property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with, the Real Property and be binding on all parties having any right, title, or interest in the Real Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to **Heatherfield Homeowners' Association, Inc.**, a South Carolina non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a portion of the Property but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Subdivision" and "Property" shall each mean and refer to that certain Real Property herein before described, and such Additional Property thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown on the Plat but specifically excluding Common Area.

Section 5. "Declarant" shall mean and refer to **Mark III Properties, Inc.** a South Carolina corporation, and its successors and assigns to whom the rights of Declarant are specifically assigned as evidenced by an instrument signed by Declarant and recorded in the Office of Register of

Deeds for Spartanburg County, South Carolina. Declarant may, at its option, assign only a portion of its rights hereunder, or all of such rights in connection with the appropriate portions of the Property. In the event of such partial assignment, the assignee shall not be deemed to be the Declarant, but may exercise those rights assigned to it by the Declarant. Any such assignment may be made on a non-exclusive basis. At such time as Declarant no longer is the Owner of a Lot in the Subdivision, the rights of Declarant under this Declaration shall inure to the Association.

Section 6. **"Approved Builder"** shall mean and refer to those builders which have purchased lots from Declarant for the purpose of constructing homes for sale in the Subdivision.

Section 7. **"Common Area"** shall mean and refer to all Real Property shown and designated on the Plat as "Common Area" and/ or "Open Space", including but not limited to, any real property or easements owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be owned by the Association for the common use and benefit of the Owners, subject to the easements, terms, conditions and restrictions described in this Declaration. Responsibility for the maintenance of the Common Area, including any paved, landscaped, lighted or other improved areas located within the Common Area shall be the responsibility of the Association.

Section 8. **"Additional Property"** shall mean and refer to any real property adjacent to or in the general vicinity of the subject Property which may be available for development as part of the Subdivision.

Section 9. **"Board"** shall mean and refer to the Board of Directors of the Association.

Section 10. **"Declaration"** shall mean and refer to this declaration of Covenants, Conditions, Easements and Restrictions, as the same may be amended from time to time.

Section 11. **"Plat"** shall mean and refer to the Initial Plat and any subdivision plat of Additional Property that is made subject to this Declaration and recorded in the Office of the Register of Deeds of Spartanburg County, as they may be amended or superseded by one or more subsequently recorded plats.

Section 12. **"Director"** shall mean and refer to the Spartanburg County Assistant Administrator for Public Works or any of that person's duly authorized representatives.

Section 13. **"Storm Water Management Facility"** shall mean and refer to any structural storm water management measure used to treat storm water runoff including, but not limited to basins, ponds, proprietary devices, low impact development features, water quality buffers, filtration and/or other treatment devices.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall be a member of the Association, which memberships 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 and lighting of entrances, the Common Area, fences, landscaping, sprinkler systems, light fixtures and related bulbs and other reasonable expenses.

(b) The right of the Association and Declarant to suspend the voting rights of an Owner for any period not to exceed sixty (60) days for any infraction of its published rules and regulations and the right of the Association to impose fines for such infractions;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority;

(d) The right of the Association, in accordance with the Articles of Incorporation and its Bylaws, to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;

(e) The right of the Association, in accordance with its Articles of Incorporation and its Bylaws, to borrow money for the purpose of improving the Common Area and facilities thereon; providing that no such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of Common Area is signed by members holding two-thirds (2/3) of the votes in the Association; and

(f) The right of the Association to exchange portions of the Common Area with the Declarant for substantially equal areas of a Lot for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or for any other purpose or reason.

Section 2. Declarant's Covenant to Convey Title to Common Area. Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to its property designated herein as Common Area to the Association anytime before such time as the Declarant conveys the last Lot to some person other than Declarant. The Common Area shall be free from any monetary liens but subject to easements of record, including any easements established by this Declaration. The Association shall accept the conveyance of all such Common Area and Storm Water Management Facilities pursuant to this Section.

ARTICLE III – THE ASSOCIATION

Section 1. Membership. Every Owner, including Declarant, of a Lot will be a member of the Association. Ownership of a Lot will be the sole qualification for such membership. If fee title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto will automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include any persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate or otherwise affect an Owner's membership in the Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant and Approved Builder(s), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as the owners of the specific Lot determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and any Approved Builder(s) who own a Lot within the Subdivision, and shall be entitled to three (3) votes for each Lot owned by Declarant or Approved Builder(s), respectively.

The Class B membership shall cease and be converted to Class A membership when Declarant and any Approved Builder(s) elect by written notice to the Association to convert their Class B membership to Class A membership or when the last lot in the Subdivision is transferred by deed to an entity or individual other than the Declarant or Approved Builder.

(a) Only those members in good standing and eligible to vote pursuant to the Bylaws shall be entitled to cast any vote required or permitted hereunder, and only the votes of members in good standing and eligible to vote shall be considered in any calculation of votes or any required percentage thereof.

(b) When any Lot of a Class A Member is owned in the name of two or more persons, other than a legally married couple (either of whose vote will bind both), by an entity, or in any other manner of joint or common ownership, the vote for such Lot will be exercised as such co-Owners determine among themselves and advise the secretary of the Association in writing prior to any meeting; or the vote will be exercised by such co-Owner, or his duly appointed proxy, which will be delivered to the secretary of the Association and will remain effective for all meetings until revoked by the co-Owners in a similar writing or until such designation terminates pursuant to the terms of such writing.

Section 3. The Board. The Board shall consist of three (3) members who will govern the Association pursuant to its Bylaws. So long as the Declarant is a Class B Member of the Association, the Board will consist of three (3) members appointed by the Declarant. Thereafter, the Board will consist of three (3) members elected as provided in the Bylaws of the Association.

Section 4. The Bylaws. Except as otherwise provided in this Declaration, rules and procedures of the Association, including, but not limited to, conducting elections, meetings (both regular and special), and for casting of votes by members, and the number thereof required for quorums and approval or ratification, shall be as set forth in the Bylaws of the Association. The Bylaws of the Association shall be kept on file with the Association and made available to all Owners as required by applicable law.

At the time of assignment of all remaining Declarants Rights to the Association, if Bylaws have not been established and placed on file with the Association, a Board as elected by the membership (as determined by three (3) persons obtaining the most votes of all votes cast at an Annual Meeting either in person or by proxy) shall draft and execute Bylaws for the Association.

ARTICLE IV - MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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) a one-time Initiation Fee (2) annual assessments or charges, and (3) special assessments for capital improvements, such assessments to be established and collected as herein provided. The Fee and 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 Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such 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 them.

Section 2. Purpose and Use of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Subdivision and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including, but not limited to,

- i. the costs of repairs, replacements and additions, labor, equipment, materials management and supervision of the Common Area;
- ii. the payment of taxes assessed against the Common Area;
- iii. the maintenance of water and sewer mains in and upon the Common Area;
- iv. the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including

- medians and islands located in dedicated right-of-way), drives and parking areas within the Common Area,
- v. the procurement and maintenance of insurance in accordance with the Bylaws;
 - vi. the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area, if any as well as the maintenance of dams and areas surrounding such water;
 - vii. the maintenance of any "sign easement" areas located on any Lot, as shown on a recorded plat;
 - viii. the maintenance of entranceways, landscaping and lighting of the Common Area, road medians, islands and entranceways, and the lighting of streets (whether public or private);
 - ix. the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area;
 - x. the costs associated with duties of the Architecture Review Committee;
 - xi. the employment of attorneys and other agents to represent the Association when necessary;
 - xii. the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.

(b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Subdivision which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.

(c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Subdivision, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Subdivision.

Section 3. Initiation Fee. Upon the sale of each and every Lot after it has been improved with a residence for which a Certificate of Occupancy has been issued, an Initiation Fee set by the Declarant and thereafter by the Board shall be collected from the Purchaser (at closing or occupancy whichever occurs first) for the benefit of the Association. The Initiation

Fee shall be collected each and every time the lot legally changes title and shall not be prorated. The Initiation Fee shall be used for the same purposes as those described in Article III, Section II herein.

Section 4. Annual Assessment. The initial annual assessment shall be set by the Declarant. Once the initial annual assessment has been set, the annual assessment shall be paid on a calendar year basis unless changed by the Board.

From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment may be increased each year by the Declarant or the Board by not more than ten (10%) percent above the maximum assessment for the previous year without a vote of the Owners. From and after January 1 of the year immediately following the conveyance of the first Lot to a Class A Member, the maximum annual assessment may be increased above ten (10%) percent of the maximum assessment for the previous year only upon approval of two-thirds (2/3) of all Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 4 above, the Association may levy, in any calendar 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 be approved by a vote of 2/3 of all Owners who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.

Section 6. Notice and Quorum for any Action Authorized under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all Owners not less than thirty (30) days and no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast forty (40%) percent of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots owned by Class A Members as of December 31 of the year prior to this Declaration. The first annual assessment shall be adjusted

according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. 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. Notwithstanding the provisions of this Section 8, lots owned by Declarant or Approved Builder(s) shall be exempt from assessments during Declarant's or Approved Builder(s)' ownership of the Lot(s), and the annual assessment for such Lot(s) shall commence upon the date of sale of the Lot to a Class A Member.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a \$25 late fee and bear interest from the due date at the rate of fifteen (15%) percent per annum. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the Lot subject to the assessment.

Section 10. Effect of Default in Payment of Ad Valorem Taxes or Assessments for Public Improvements by Association. Upon default by the Association in the payment to the appropriate governmental authority of any ad valorem taxes levied against the Common Area or assessments for public improvements to or for the benefit of the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot in the Subdivision shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments (including any late payment penalties) in an amount determined by dividing the total taxes, assessments, and penalties due the governmental authority by the total number of Lots in the Subdivision. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or equity or may elect to foreclose the lien against the Lot of the Owner. This Section shall not become applicable until Class B membership ceases to exist.

Section 11. Subordination of the Lien to Mortgages. 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 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.

Section 12. Obligation of the Declarant with respect to Maintenance Assessments. So long as the Declarant owns at least one lot in the subdivision, Declarant may opt to either pay all expenditures in excess of collections (deficit funding) or choose to have its lots subject to the regular

assessments.

ARTICLE V – COVENANT FOR STORM WATER MANAGEMENT FACILITIES

{This section intentionally left out and not required in Spartanburg County}

ARTICLE VI – ARCHITECTURAL CONTROL

Until such time as the Class B membership expires, Declarant shall annually appoint the members of the Architecture Review Committee which will be comprised of at least three (3) members.

Section 1. Plan of Design Approval. All residences, outbuildings, and other structures initially constructed within the Subdivision by an Approved Builder (collectively, “Initial Improvements”) shall be built in accordance with plans and specifications which have been previously approved by Declarant. Under no circumstances shall any additional architectural approval be required as to the Initial Improvements constructed by Approved Builder. Other than the Initial Improvements constructed by Approved Builder, no building, fence, wall, porch, deck, or any other structure or improvement (collectively, “Improvements”), including, without limitation, the alteration or painting of the exterior surface of any Improvement, shall be undertaken upon any Lot unless the plans and specifications and location of the proposed Improvement shall have been expressly approved in writing by the Architecture Review Committee. No subsequent alteration or modification of any Improvements or construction, erection or installation of additional Improvements may be undertaken or allowed to remain on any Lot without the review and express written approval of the Architecture Review Committee in accordance with the provisions of this Declaration.

Section 2. Architecture Review Committee. Until such time as the Class B membership expires, Declarant shall annually appoint the members of the Architecture Review Committee, the exact number of members of the Architecture Review Committee being designated by Declarant from time to time. Each member shall be generally familiar with residential and community development design matters and knowledgeable about the Declarant’s concern for a high level of taste and design standards within the Subdivision. In the event of the death or resignation of any member of the Architecture Review Committee, Declarant, for so long as it has the authority to appoint the members of the Architecture Review Committee, and thereafter the Board, shall have full authority to designate and appoint a successor. Members of the Architecture Review Committee may be removed and replaced at any time with or without cause, and without prior notice, by Declarant, for so long as Declarant has the right to appoint the members thereof, and thereafter by the Board. Subsequent to the expiration of Class B membership (and earlier if Declarant specifically assigns this right to the Board), the Board shall designate the number of and appoint the members of the Architecture Review Committee on an annual basis. At any time, Declarant may elect not to designate the number of and/or appoint the members of the Architecture Review Committee and may assign this right to the Board.

Section 3. Procedure. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any Lot or Common Areas, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architecture Review Committee.

Section 4. Rejection of Plans and Specifications. The Architecture Review Committee shall have the right to refuse to approve any plans, specifications, and/or plot plans, taking into consideration the suitability of the proposed building or other Improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings, and the effect it will have on other residences already constructed in the Subdivision.

Section 5. Submittal of Plans to Architecture Review Committee. Prior to the commencement of any construction, each Owner shall submit to the Architecture Review Committee, in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front, rear and side elevations;
- (b) floor plans showing major dimensions and openings;
- (c) exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.);
- (d) exterior trim color;
- (e) roofing material and color;
- (f) other materials necessary to illustrate the character of the proposed construction; and,
- (g) a statement of the estimated completion dates of all construction and improvements.

These requirements also pertain to any alterations and/or additions to existing structures.

The documents and other information required to be submitted shall be delivered or mailed to the Architecture Review Committee of Heatherfield c/o Hinson Management of Boiling Springs, SC 29316 or their designee. One complete set shall be retained by the Architecture Review Committee and the second complete set shall be returned to the applicant, with the Architecture Review Committee's approval or disapproval clearly noted thereon.

Section 6. Effect of Failure to Approve or Disapprove. In the event the Architecture Review Committee, or its designated committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted, such approval will be automatic. The terms "Building" or "Improvements" shall be deemed to include the erection, placement, or alteration of any wall, fence driveway, or parking area, or any such activity undertaken subsequent to initial

construction.

Section 7. Hardships. The Architecture Review Committee is authorized to modify or amend, during or before the construction or alteration of any Improvement, the provisions of this Declaration concerning set-back and location and size of Improvements for any particular Lot if in the reasonable opinion of the Architecture Review Committee, such shall be necessary to prevent undue hardship.

Section 8. Enforcement. In addition to the rights of the Declarant and the Association to enforce the provisions of this Declaration as set forth hereinafter, the Architecture Review Committee shall have the specific, nonexclusive right to enforce the provisions contained in this Article and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the Owner violating or attempting to violate any such provisions contained herein. In the event that the Architecture Review Committee, the Declarant or the Association resorts to litigation to determine the propriety of any constructed Improvement, to remove any unapproved Improvement or otherwise to remedy a violation of this Article V, the Architecture Review Committee, the Declarant, or the Association, as applicable, shall be entitled to recover court costs, attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a special assessment against the offending Owner's Lot.

Section 9. Reservation of Rights by Declarant. The Declarant expressly reserves the right to assign any of the duties, powers, functions, and approval authority set forth in this Declaration to any assignee at Declarant's sole discretion.

Section 10. Exculpation. Neither Declarant, any Approved Builder nor any member of the Architecture Review Committee, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architecture Review Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architecture Review Committee. FURTHER, NEITHER DECLARANT, ANY APPROVED BUILDER NOR ANY MEMBER OF THE ARCHITECTURE REVIEW COMMITTEE SHALL BE LIABLE FOR DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURE REVIEW COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY OWNER WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURE REVIEW COMMITTEE FOR APPROVAL AGREES, BY THE SUBMISSION OF SUCH PLAN AND SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE DECLARANT, APPROVED BUILDER, THE ASSOCIATION, THE ASSOCIATION'S BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURE REVIEW COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUIT CLAIMS, AND COVENANTS NOT TO SUE FOR ALL

CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

Section 11. Maintenance of Lot. It shall be the responsibility of each Owner of a Lot to prevent the accumulation of litter, trash, packing crates, or any other accumulations which shall create an unkempt condition of the buildings or grounds on a lot and/or which shall otherwise tend to substantially decrease the beauty of the Subdivision as a whole or the specific area. No loose trash will be permitted to be strewn about the Subdivision at any time. Garbage containers must be kept out of sight from the street, except during garbage collection hours. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheel barrows and children's toys which would create a nuisance for the community. Owners shall follow the Requirements for maintenance set forth in any applicable Landscaping Guidelines provided to the Owners by the Declarant and/or the Association. All Improvements on the lot shall be kept within reasonable neighborhood standards as determined by the Architecture Review Committee. In the event the requirements of this section are not adhered to, the Association shall send written notice to the Owner via certified mail giving an additional period for compliance of ten (10) days, unless a hardship or special circumstance requires additional time. If the violation continues, the Association may at its sole discretion hire contractors or other personnel to correct said violation and bill the Owner for all costs incurred. The amounts owed shall, if not paid, become a lien on the Lot as specified herein.

ARTICLE VII - USES PERMITTED AND PROHIBITED

Section 1. Residential Use of Property. All Lots in the Subdivision shall be used for single-family, residential purposes only and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Board; provided however, that nothing herein shall prevent Declarant or any Approved Builder from using any Lot owned by Declarant or such Approved Builder for the purpose of carrying on business related to the development, improvement and sale of Lots in the Subdivision.

Section 2. Use of Outbuildings and Similar Structures. No tent, shack, garage, barn, storage building, or other out-buildings shall be erected upon any Lot without approval from the Architecture Review Committee and, if approved, it shall not be used as a residence either temporarily or permanently. No structure of a temporary nature or an unfinished house shall be used as a residence and no house trailer, modular home, manufactured home or mobile home shall be placed on any Lot either temporarily or permanently.

Section 3. Trailers, Boats, Boat Trailers. Any boat or boat trailers, camping trailer, recreational vehicle, utility trailer and/or similar equipment used for the personal enjoyment of a resident of a Lot shall at all times be neatly stored and positioned so as to be inconspicuous or shall

be within a covered and screened area and such placement is subject to Architecture Review Committee approval. The Architecture Review Committee may ask that such equipment be removed at any time it is deemed to be a nuisance by the Board or the Architecture Review Committee. A Special Individual Assessment will be imposed all cost or expenses incurred by the Association and or the Architecture Review Committee in connection with any violation of this Section.

Section 4. Offensive Activities. No obnoxious or offensive activity shall be permitted anywhere on a Lot or Common Areas nor shall anything be done which may become an annoyance, nuisance, or menace to the Subdivision. No Lot or any part thereof shall be used for any business, commercial, or public purpose.

Section 5. Livestock. No animals shall be kept, maintained, or quartered on any Lot or tract in the Subdivision except that cats, dogs, rabbits, hamsters, or caged birds may be kept in reasonable numbers as pets for the pleasure of Owners so long as said animals do not constitute a nuisance or menace to the neighborhood.

Section 6. Aesthetics, Natural Growth, Screening. Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created. Further, all Owners shall be required to maintain their Lots and any Improvements thereon at all times in a neat, attractive and presentable manner so as not to detract from the overall appearance of the Subdivision or the surrounding property.

Clotheslines and portable basketball goals shall not be allowed. No bird baths, vegetable gardens, frog ponds, lawn sculpture, artificial plants, birdhouses, rock gardens or similar types of accessories and lawn furnishings, sand boxes or other children's play equipment shall be permitted in the front or side yards of any Lot and the installation or location of a swing set and/or permanent basketball goal on a Lot must receive prior written approval of the Architecture Review Committee.

Section 7. Vehicles. Each Owner subject to these restrictions shall provide space for the off-street parking of automobiles prior to the occupancy of any building or structure constructed on a Lot in accordance with reasonable standards established by the Architecture Review Committee. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored within the Subdivision. No passenger vehicles without current registration and license tags will be allowed in the Subdivision or on any Owner's Lot. Vehicles being repaired out of doors must have work completed within twenty-four (24) hours. Visiting guests only may use paved streets for temporary parking of their vehicles. No commercial vehicles in excess of 10,500 pounds gross vehicle weight may be stored or housed in the Subdivision at any time.

Street parking shall be for temporary parking only and is prohibited as a long term parking solution. The Board or its designee shall have the specific right to impose Special Individual Assessments for extended on-street parking. Special consideration may be granted by the Board for extenuating circumstances.

Section 8. Garbage and Refuse Disposal. No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall only be temporarily stored awaiting pickup and must be kept in adequate sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition. Any container used to store garbage, refuse and debris until collected by public or private waste disposal service shall be stored on each Lot so that it shall be out of sight from all streets. All containers shall be removed from the street within twenty-four (24) hours of garbage pick-up.

Section 9. Outdoor Fires. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot, except that an outdoor fireplace or permanent outdoor fire pit may be approved by written approval from the Architecture Review Committee as further described herein.

Section 10. Fences and Walls. All fences, walls and other screens or types of barriers must be approved prior to installation or alteration. Both material and locations of any fences, walls and other screens or types of barriers must be expressly approved in writing by the Architecture Review Committee.

Section 11. Above Ground Pools. No above-ground pool shall be constructed or placed on any Lot, except that inflatable pools for small children are acceptable for temporary periods of time.

Section 12. Garages. No residence shall be constructed without having at least a one-car garage which will be maintained permanently as a functional garage, with the exception that sales models constructed by Approved Builder(s) are not required to have functional garages while they are being used as sales models; however, there must be space to be converted to functional garage space upon conveyance of the Lot to a Class A Member.

Section 13. Driveways and Entrances to Garages. All driveways and entrances to garages shall be concrete or other substance approved in writing by the Board or the Architecture Review Committee and of a uniform quality.

Section 14. Signage. No signs shall be permitted on any Lots except that a single sign offering the Lot for sale may be placed on such Lot, providing such sign is approved by the Architecture Review Committee. Further, so long as Class B Membership exists, Declarant reserves the right to place additional signs as needed within the Subdivision. The Board through the Architecture Review Committee reserves the right to allow additional signs as deemed appropriate after Class B Membership ceases

Section 15. Mailboxes. All residences shall have a special mailbox which will be available from a source to be specified by-Declarant. Common Box Units as required by the USPS

shall be located throughout the neighborhood. Initial placement of these units shall be determined by Declarant and/or Approved Builder with maintenance being the responsibility of the Association.

Section 16. General Rules and Regulations. The Board shall have the power to formulate, publish, and enforce reasonable general rules and regulations concerning the use and enjoyment of the yard space of each Lot and the Common Areas. Such rules and regulations, along with all policy resolutions and policy actions taken by the Board, shall be recorded in a Book of Resolutions, which shall be maintained in a place convenient to the Owners and available to them for inspection during normal business hours and with reasonable notice.

ARTICLE VIII – EASEMENTS

Section 1. Easements Along Lot Lines. In addition to other easements as are shown on the Plat, a five foot easement is reserved over and across each side and rear lot line, and a ten foot easement is reserved over and across the front lot line, for drainage, utility, cable television, gas, water, power, sewer, and telephone installation and maintenance; provided that should two Lots be consolidated to support one residence, then and in that event, the easements herein above provided shall apply only with respect to the exterior lines of such consolidated Lot.

Section 2. Reservation of Right to Grant Utility Easements. Declarant specifically reserves the right to grant specific easements to any utility services at any time following the date hereof until any specific Lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placement of sewer, gas, and water pipelines, telephone, cable television, telegraph, and electrical light poles on any of the streets and easements shown on the Plat. An easement for the installation and maintenance of utilities and drainage facilities is hereby reserved over all streets and easements.

Section 3. Access Easement. Easements for access to the Subdivision are reserved as indicated on the Plat and in recorded easements. The Declarant hereby grants, gives and conveys to each Owner a perpetual, nonexclusive easement over the areas designated as a "Court," "Drive," "Road or "Street" on the Plat for vehicular and pedestrian ingress and egress to and from the Subdivision. The easements granted under this Section are reserved and shall run with the land in perpetuity and be binding upon and inure to the benefit of all persons and entities now owning or subsequently acquiring all or a part of the Subdivision, subject to Declarant's right to amend the Plat in the future. Declarant specifically reserves the right to dedicate or convey any street, road or driveway to any governmental entity at any time following the date hereof without the consent or approval of any Owner or the Association.

Section 4. Conservation Easement. If applicable, as shown on the Plat referenced in this Declaration, the Open Space is hereby placed in a permanent Conservation Easement to be owned and maintained by the Association or jointly by all owners of lots in the Subdivision in the absence of an HOA, which cannot be disturbed in any manner adverse to the purpose of the

Easement, which is to protect and to preserve the natural quality of the Open Space, without the express written consent of Spartanburg County.

ARTICLE IX- SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS

Section 1. Setbacks. No building shall be erected on any Lot nearer to the front lot line or nearer to the side street line than the building setback line shown on the Plat. Any such building shall face toward the front line of the Lot except that buildings to be constructed on corner Lots shall face in the direction designated by the Architecture Review Committee. No building shall be located nearer to any interior side lot line than the distance determined by applicable building codes.

Section 2. Detached Buildings. Detached buildings, approved as provided in this Declaration shall be of the same exterior material as the house on the Lot and of a size no greater than 12' x 12' and shall be placed no nearer to any Lot line than the distance determined by applicable building codes. **LOCATION OF ALL DETACHED BUILDINGS SHALL BE APPROVED IN ADVANCE BY THE ARCHITECTURE REVIEW COMMITTEE.**

Section 3. Barriers and Obstructions. No wall, fence, or hedge shall be erected between the street and the front corner of the main body of a house on any Lot. Subject to approval by the Architecture Review Committee, wood fences with a maximum height of six (6') feet are required on the line facing the street and can be placed no closer to the street than the middle of the house on any Lot.

Section 4. No Subdivision of Any Lot. No Lot shall be recut so as to face in any direction other than is shown on the Plat nor shall it be recut so as to make any building site smaller than is provided for on the Plat.

ARTICLE X – GENERAL AND MISCELLANEOUS PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation, or Bylaws of the Association. The Declarant or the Association shall have the right to impose fines for infractions of such restrictions. In the event that the Declarant, any Owner, or the Association resorts to litigation to remedy a violation of this Declaration, such Owner, Declarant, or the Association, as applicable, shall be entitled to recover court costs, attorneys' fees and expenses incurred in connection therewith, which costs, fees and expenses may be levied as a special assessment against the offending Owner's Lot. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, the Association and any Owner shall have the right to request that law enforcement, public safety and animal control officers come on the Subdivision to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by a judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amplification. The provisions of this Declaration are amplified by the Bylaws of the Association as may be adopted by the Association, but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles of Incorporation or Bylaws to the contrary, to the extent permitted by law.

Section 4. Term. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless expressly terminated by an instrument signed by Owners owning not less than two thirds (2/3) of the Lots.

Section 5. Amendment. Declarant specifically reserves the right to amend this Declaration, or any portion hereof, on its own motion without the consent of any other Owners or Members so long as Declarant owns at least one (1) Lot in the Subdivision. After Class B membership has ceased, this Declaration may be amended by an instrument signed by not less than sixty seven (67%) percent of the Lot Votes as provided for in this Declaration. Any amendment must be recorded in the Register of Deeds of Spartanburg County, South Carolina. As long as Declarant or any Approved Builder owns any Lot in the Subdivision, no amendment shall be effective without the written consent of Declarant or Approved Builder.

Section 6. Annexation. Additional Property may be annexed into the Subdivision and made subject to this Declaration by unilateral act of Declarant and without the consent of the other Owners within ten (10) years of the date of this instrument; provided, however, that should Declarant elect to improve and develop all or part of the Additional Property as part of the Subdivision, Declarant shall not have the right to impose covenants and restrictions which are materially different from those contained herein without the written approval of the Association.

Section 7. Notice of Conveyance. The Owner of each Lot shall cause written notice to be delivered to the Association—upon the conveyance of any Lot by the Owner, advising the Association of the conveyance.

ARTICLE XI - SPECIAL PROVISIONS WITH RESPECT TO DECLARANT AND APPROVED BUILDERS

Section 1. Assignment. Declarant may assign all or any portion of its rights hereunder in one or more assignments, and may assign its rights with respect to all or any portion of the Property in one or more assignments. In the event of a partial assignment, the assignee shall not be deemed to be Declarant, but may exercise those rights assigned to it by Declarant. Any such assignment may be made on a non-exclusive basis. Upon any assignment of all of the Declarant's rights hereunder to one assignee, such assignee shall be deemed to be the "Declarant" for all purposes of this Declaration. At such time as Declarant is no longer is the Owner of a Lot in the Subdivision, the rights of Declarant under this Declaration will be automatically assigned to and will inure to the Association.

Section 2. No Obligation with Respect to Additional Development. Nothing in this Declaration shall be construed to require Declarant or any transferee to develop any of the property adjacent to or contiguous with the Property.

Section 3. Special Rights of Declarant and Approved Builders. In addition to the rights and reservations of Declarant and Approved Builders described elsewhere in this Declaration, and notwithstanding any other provisions of this Declaration, the Bylaws of the Association or any rules promulgate by the Association to the contrary, the following provisions shall apply for so long as Declarant or any Approved Builder owns any portion of the Property:

(a) It shall be expressly permissible for Declarant and Approved Builders to maintain and carry on upon portions of the Common Area and public streets such facilities and activities as, in the sole option of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such units, including, but not limited to business offices, signs, model units, sales offices, and rental units. Declarant and Approved Builders authorized by Declarant shall have easements for access to and use of such facilities as well as vehicular access for construction along public streets. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to units owned by Declarant and any Common Area or other facilities which may be owned by the Association, as models, sales offices, or rental units.

(b) Declarant reserves to itself and shall have the right to replat or revise the recorded plats relating to any portion of the Property without the consent of any owner other than the owner(s) of the lots which have boundaries being altered.

(c) Declarant may, without the consent of any owner, the Board, the Association or the Architecture Review Committee, include in any contract or deed hereafter executed covering all of any portion of the Subdivision, any additional covenants or restrictions applicable to such lands, so long as they are consistent with and do not lower the standards set forth in this Declaration and do not violate any covenants or restrictions then in effect and recorded against the Subdivision.



BYLAWS OF HEATHERFIELD HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

Section 1.1 Name. The name of the corporation is Heatherfield Homeowners' Association, Inc. hereinafter referred to as the "Association."

Section 1.2 Location. The principal office of the Association shall be located in Spartanburg County, South Carolina.

Section 1.3 Registered Agent. The registered agent for the Association shall be Hinson Management, Inc. unless otherwise agreed upon by the Board of Directors. The registered office of the Association must be located in South Carolina and may be, but need not be, identical with the principal office.

Section 1.4 Purpose. The purpose for which the Association is organized is to further the interests of Owners of Lots in Heatherfield Subdivision located in Spartanburg County, South Carolina, and in connection therewith to provide services to such property Owners, manage and maintain the Common Areas, and administer and enforce all covenants and restrictions dealing with the Property and any other purposes allowed by law.

ARTICLE 2
DEFINITIONS

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified herein or therein) shall have the meanings set forth in that certain Covenants, Conditions and Restrictions for Heatherfield Subdivision executed by Mark III Properties, Inc. and duly recorded in the Land Records for Spartanburg County, South Carolina as the same may be supplemented and amended from time to time (the "Declaration").

ARTICLE 3
MEETINGS OF MEMBERS

Section 3.1 Membership. The Members of the Association, hereinafter referred to as "Members", shall at all times be limited to the Declarant (as defined in the Declaration), any Approved Builder, and Owners of Lots in the Subdivision.

Section 3.2 Annual Meeting. The first annual meeting of the Members shall be held on such date as determined by the Board of Directors within one year from the date of incorporation of the Association or during the first calendar year that Assessments are charged to the Owners. Each subsequent annual meeting of the Members may be held on the same day of the same month of each year thereafter, at the hour of 6:00 o'clock, P.M. or on such other date and time as

determined by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting may be held at the same hour on the first day following which is not a legal holiday.

Section 3.3 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-tenth (1/10) of all of the votes appurtenant to the Lots.

Section 3.4 Place of Meetings. All meetings of the Members shall be held in a public, accessible place within ten (10) miles of the location of the subdivision, or at the office of the Registered Agent as determined by the Board of Directors of the Association.

Section 3.5 Notice of Meetings. Written notice of each meeting of the Members shall be given by mailing a copy of such notice by first class mail, postage prepaid, not less than thirty (30) days nor more than sixty (60) days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.6 Membership List. An alphabetical list of the names of all Members who are entitled to vote and their addresses shall be prepared by the Secretary and shall be available for inspection by any Member beginning on the next business day after notice of any meeting is given and continuing through the meeting, at the Association's principal office or at a place identified in the meeting notice in the city where the meeting will be held. This list shall also be available at the meeting for inspection by any Member.

Section 3.7 Classes of Lots and Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of Lots. There shall be two classes of Lots with respect to voting rights.

- (a) Class A Lots. Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Class A Lot.
- (b) Class B Lots. Class B Lots shall be all Lots owned by Declarant or an Approved Builder which have not been conveyed to purchasers who are not affiliated with an Approved Builder or Declarant. Declarant and an Approved Builder shall be entitled to three (3) votes for each Class B Lot which each party owns.

Section 3.8 Relinquishment of Control. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (i) the date on which the last Lot in the Subdivision is transferred by deed to an entity or individual other than the Declarant or an Approved Builder;
- (ii) when Declarant and any Approved Builder elect by notice to Association in writing to convert their Class B membership to Class A membership.

Section 3.9 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes appurtenant to the Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.10 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing dated within eleven months prior to the Meeting and filed with the Secretary. Every proxy shall be revocable by (i) appearing at the Meeting and voting in person, (ii) filing a valid substitute proxy or cancellation of proxy with the Secretary prior to the call to order of the Meeting, or (iii) conveyance by the Member of his Lot.

Section 3.11 Action by Members. Except as provided otherwise in the Articles of Incorporation, the Declaration, or these Bylaws, any act or decision approved by a vote of no less than two-thirds (2/3) of all votes present at a duly held meeting of the Members at which a quorum is present shall be regarded as the act of the Members. The Members present at a duly called or held meeting at which a quorum is present may continue to do business at the meeting or any adjournment thereof notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 3.12 Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice by him of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 3.13 Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if: (i) a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such

action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book; or (ii) such action is approved by written ballot as authorized by the South Carolina Code of Laws, 1976, as amended.

ARTICLE 4
BOARD OF DIRECTORS

Section 4.1 Number. The business and affairs of the Association shall initially be managed by a Board of three directors, who will be appointed by Declarant during and for so long as there is a Class B membership.

Section 4.2 Initial Directors. The initial directors shall be selected by the Declarant. Such initial directors shall serve for one year terms at the election of the Declarant or until such time as the Class B membership terminates and their successors are duly elected and qualified.

The names of the persons who shall serve on the initial Board of Directors are as follows:

Name

Laura Henthorn
John Beeson
Jay Beeson

Section 4.3 Nomination. Following the expiration of the Class B membership, nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. If applicable, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee may be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment may be announced at each annual meeting. The Nominating Committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4.4 Election. Directors may be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.5 Term of Office. The term of all successor directors elected by the Members shall expire at the next annual meeting of Members; provided, however, the directors shall continue to serve until their successors are elected and qualified or until their earlier resignation, removal from office, incapacity, or death.

Section 4.6 Removal. After the Class B Membership shall cease, any Director may be removed from the Board of Directors, with or without cause, by a two-thirds (2/3) vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the Board of Directors. Until such time as the Class B shall cease, Board members shall serve at the leisure of Declarant and can be removed with or without cause by Declarant.

Section 4.7 Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 4.8 Salaries of Employees and Agents. Except as provided elsewhere in these Bylaws, the Board of Directors may set the salaries of all employees and agents of the Association, if any.

ARTICLE 5 **MEETINGS OF DIRECTORS**

Section 5.1 Regular Meetings. Meetings of the Board of Directors may be held on a regular basis as often as the Board of Directors see fit, on such days and at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.2 Special Meeting. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 5.3 Notice of Meetings. Notice of each special meeting of the Board of Directors, stating the time, manner, and place of the meeting, shall be given by or at the direction of the Secretary of the Association by mailing the same to each director at his residence or business address not fewer than three days before such meeting, or by giving the same to him personally or by telegraphing or telephoning the same to him at his residence or business address not later than the day before the day on which the meeting is to be held.

Any and all requirements for call and notice of meetings may be dispensed with if all directors are present at the meeting or if those not present at the meeting shall at any time waive or have waived notice thereof.

Section 5.4 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.5 Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board of Directors action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board of Directors, whether done before or after the action so taken.

Section 5.6 Chairman. A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board of Directors meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

Section 5.7 Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association, except to the extent that they are Owner(s).

ARTICLE 6 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, including but not limited to the recreational facilities and the personal conduct of the Members, their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a Member, including the rights to use the recreational facilities, or other Common Area during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties;

- (f) employ attorneys to represent the Association when deemed necessary;
- (g) grant easements for the installation and maintenance of sewer or water lines and other utilities or drainage facilities upon, over, under, and across the Common Area without the assent of the membership when such easements will not adversely affect the convenient use and enjoyment of the Subdivision;
- (h) appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient;
- (i) do anything necessary or desirable, including, but not limited to, establishing any rules or regulations which the Association deems necessary to carry out the purposes of the Association as set forth herein or as permitted by law;
- (j) to enforce the provisions of the Declaration and any additional or supplementary declaration and any rules or regulations made hereunder or thereunder and to enjoin and/or, at its discretion, seek damages or other relief for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions, rules, or regulations pursuant to the provisions of the Declaration; and
- (k) to levy Assessments as more particularly set forth in the Declaration.

Section 6.2 Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to at least one-third (1/3) of the votes appurtenant to the Lots;
- (b) Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration:
 - (1) Fix the amount of the Assessments as more particularly described in the Declaration;
 - (2) Send written notice of each assessment to every Owner subject thereto before its due date; and
 - (3) Foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid (A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.);

(e) Procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Areas to be maintained.

ARTICLE 7 **OFFICERS AND THEIR DUTIES**

Section 7.1 Officers. The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 7.2 Election of Officers. The election of officers may take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 Term. Each officer of the Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

Section 7.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

Section 7.5 Resignation, Removal and Vacancies. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7.6 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

Section 7.7 Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 7.8 Duties. The duties of the officers are as follows:

President

(a) The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal, shall serve notice of meetings of the Board of Directors and of the Members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, and shall prepare and distribute to the Members an annual financial report in accordance with the requirements of South Carolina law. The Treasurer may, but is not required by law, to utilize the services of a certified public accountant in preparing the annual financial report.

ARTICLE 8
COMMITTEES AND MANAGER

Section 8.1 Executive Committee. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate an Executive Committee to consist of two or more of the Directors of the Association, which, to the extent provided in said resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and to do all things, including actions specified by these Bylaws to be performed by the Board of Directors, in the same manner and with the same authority and effect as if such acts had been performed by the Board of Directors; but the Board of Directors shall at all times have the power to reverse an action taken by the Executive Committee, provided that the exercise of such power by the Board of Directors shall not in any way abrogate the obligations or duties owing by the Association to third parties who have acted in reliance on the action taken by such committee.

All proceedings and action taken by such committee shall be reported to the Board of Directors at the regular meeting of the Board of Directors or special meeting called for such purpose next following such proceedings or action.

Section 8.2 Nominating Committee. The Association may appoint a Nominating Committee, as provided in these Bylaws.

Section 8.3 Other Committees. The Board of Directors may create such other committees as the Board of Directors may from time to time appoint.

Section 8.4 Compensation. Members of committees, as such, shall not receive any salary or compensation for their services; provided, however, that a committee member may serve the Association in another capacity and receive compensation therefor.

Section 8.5 Manager. The Board may, if it chooses, hire a Manager to assist with the Association's business. Under such circumstances, the Manager, among other duties delegated to the Manager in the Board's discretion, is allowed to write checks on behalf of the Association and to make deposits on behalf of the Association. Managers must be engaged by written management agreements which will detail duties that have been delegated to the Manager by the Board of Directors of the Association.

ARTICLE 9
BOOKS AND RECORDS

Section 9.1 Association Records.

(a) The Association shall keep as permanent records minutes of all meetings of its members and board of directors, a record of all actions taken by the members or directors without a meeting, and a record of all actions taken by committees of the board of directors.

(b) The Association shall maintain appropriate accounting records.

(c) The Association or its agent shall maintain a record of its members in a form that permits preparation of a list of the name and address of all members, in alphabetical order by class, showing the number of votes each member is entitled to cast.

(d) The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(e) The Association shall keep a copy of the following records at its principal office: (i) its Articles or restated Articles of Incorporation and all amendments to them currently in effect; (ii) its Bylaws or restated Bylaws and all amendments to them currently in effect; (iii) resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; (iv) the minutes of all meetings of members and records of all actions approved by the members for the past three years; (v) all written communications to members generally within the past three years, including the financial statements furnished for the past three years; (vi) a list of the names and business and home addresses of its current directors and officers; and (vii) its most recent report of each type required to be filed by it with the Secretary of State.

Section 9.2 Inspection of Records by Members.

(a) A member is entitled to inspect and copy, at a reasonable time and location specified by the Association, any of the records of the Association listed in Section 9.1(e) above, if the member gives the Association written notice or a written demand at least five business days before the date on which the member wishes to inspect and copy.

(b) A member is entitled to inspect and copy, at a reasonable time and reasonable location specified by the Association, any of the following records of the Association if the member meets the requirements of Section 9.2(c) below and gives the Association written notice at least five business days before the date on which the member wishes to inspect and copy: (i) excerpts from any records required to be maintained under Section 9.1(a) above, to the extent not subject to inspection under Section 9.2(a) above; (ii) accounting records of the corporation; and (iii) subject to Section 9.4 below, the membership list.

(c) A member may inspect and copy the records identified in Section 9.2(b) above only if: (i) the member's demand is made in good faith and for a proper purpose; (ii) the member describes with reasonable particularity the purpose and the records the member desires to inspect; and (iii) the records are directly connected with this purpose.

(d) This Section 9.2 does not affect: (i) the right of a member to inspect a members' list for voting as addressed in Section 33-31-720 of the South Carolina Code, or; (ii) if the member is in litigation with the Association, the right of said member to inspect records of the Association to the same extent as any other litigant.

Section 9.3 Scope of Inspection Rights.

(a) A member's agent or attorney has the same inspection and copying rights as the member the agent or attorney represents.

(b) The right to copy records under Section 9.2 above includes, if reasonable, the right to receive copies made by photographic, xerographic, or other means.

(c) The Association may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the member. The charge may not exceed the estimated cost of production or reproduction of the records.

(d) The Association may comply with a member's demand to inspect the record of members under Section 9.2(b)(iii) above by providing the member with a list of its members that was compiled no earlier than the date of the member's demand.

Section 9.4 Limitations on Use of Membership List. Without consent of the Board, a membership list or any part of a membership list may not be obtained or used by a person for any purpose unrelated to a member's interest as a member. Without limiting the generality of the foregoing, without the consent of the Board, a membership list or any part of the list may not be: (i) used to solicit money or property unless the money or property will be used solely to solicit the votes of the members in an election to be held by the Association; (ii) used for any commercial purpose; or (iii) sold to or purchased by any person.

ARTICLE 10 ASSESSMENTS AND FINES

Section 10.1 Assessments. As more fully provided in the Declaration, each Member is obligated to pay Assessments to the Association, as defined in the Declaration. Any Assessments which are not paid when due shall be delinquent. Any Assessment not paid within thirty (30) days after the due date, as set forth in the Declaration, shall be subject to a \$25 late fee and shall bear interest from the due date at the rate of fifteen percent (15%) per annum and the Association may bring an action at law or in equity against the Member personally obligated to pay the same or foreclose the lien against the Lot subject to the Assessment in the same manner as prescribed by the laws of the State of South Carolina for the foreclosure of mortgages, and interest, costs, and reasonable attorneys' fees for representation of the Association in such an action or foreclosure shall be added to the amount of such Assessment. The late charges, costs of collection, and reasonable attorneys' fees related to any such action shall be added to the amount of such assessment, all in accordance with the provisions of the Declaration. No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Subdivision (including but not limited to the Common Area(s)) or abandonment of his or her Lot nor shall damage to or destruction of any Improvements on any Lot by fire or other casualty result in any abatement or diminution of the Assessments.

Section 10.2 Fines for Covenant Violations and Infractions of Published Rules and Regulations. The Board of Directors shall have the authority to issue fines for unresolved violations of covenants contained in the Declaration (including any amendment(s) to said Declaration, if applicable) as well as for infractions of any published rules and regulations. If the amount of the applicable fine(s) is not stated explicitly in the Declaration (including any amendment(s) to said Declaration if applicable) or in the published rules and regulations, the amount of said fine(s) shall be at the discretion of the Board of Directors.

ARTICLE 11
CORPORATE SEAL

The Association may, but is not required by law, to have a seal in circular form.

ARTICLE 12
AMENDMENTS

Section 12.1 These Bylaws may be amended at a regular or special meeting of the Members, by a vote of at least fifty-one percent (51%) of all votes present at a duly held meeting of the Members at which a quorum is present in person or by proxy.

Notwithstanding anything in this Section 12.1 to the contrary, the Class B Members may at their option amend these Bylaws without obtaining the consent or approval of any other person or entity.

Section 12.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 13
MISCELLANEOUS

The fiscal year of the Association shall be the calendar year and shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation and end on the 31st day of December of the year of incorporation.

ARTICLE 14
INDEMNIFICATION OF DIRECTORS AND OFFICERS

To the extent permitted by law, the Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him or her in connection with the defense of or as a consequence of any threatened, pending, or completed action, suit, or proceeding (whether civil or criminal) in which he or she is made a

party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty, or in relation to a proceeding by or for the right of the Association in which a director or officer was adjudged liable to the Association or in relation to a proceeding where a director or officer was adjudged liable on the basis that personal benefit was improperly received by that director or officer.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust, or other enterprise.

Nothing contained in this Article 14 or elsewhere in these Bylaws shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

I, William Reid Wildman, as Sole Incorporator of the Association do hereby adopt and approve the foregoing Bylaws, this the 1st day of December, 2015.



William Reid Wildman
Sole Incorporator