

RECORDED

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State of South Carolina

Land Use Restrictions

County of Spartanburg

R.M.C. SPARTANBURG, S.C. Protective Covenants and Building Standards

*PROFESSIONAL COMPUTER SOFTWARE SERVICES, INC*

Whereas, ~~PCSS~~ Inc. hereinafter referred to as "Developers", are the owners of a certain tract of land known as Brookstone Estates, located in Edwards Road, in the County of Spartanburg, State of South Carolina, as shown on a plat prepared by Wolfe and Huskey, Inc., entitled Brookstone Estates, dated June 01, 1995, consisting of Lots 1 thru 8 inclusive, said plat to be recorded in the RMC Office for Spartanburg County, South Carolina, and

Whereas, Developers have agreed to establish a general plan of development as herein set out to restrict the use of occupancy of the property for the protection of the property and the future owners thereof,

Now, therefore in consideration of the premises, Developers, agree with any and all persons, firms or corporations hereinafter described that the same shall be and is hereby subject to the following Restrictions, Covenants and Standards relating to the use and occupancy thereof, which are to be construed as Land Use Restrictions, Protective Covenants and Building Standards running with the land comprising of the lots herei. after described and shall enure to the benefit of and be binding upon the successors and assigns of PCSS, Inc., and all other persons and parties:

- 1) The property which is made subject to the conditions set forth herein is more particularly described as Lots Nos. 1 thru 8, inclusive as shown on plat entitled Brookstone Estates on the aforesaid plat to be recorded. They shall in no way affect or restrict any other property formerly, currently or subsequently owned by Developer or Owner, their respective successors or assigns, unless expressly made subject hereto in writing recorded in the R.M.C. Office for Spartanburg County.
- 2) The name Brookstone Estates or any similar use of the name Brooks one Estates is the sole and exclusive property of the developer and cannot be used by any homeowner other than as used for this development, but may be used by the developers as it sees fit.
- 3) No dwelling or other structures shall be erected, placed or altered on any lot in said subdivision until the proposed building plans, complete with specifications, exterior color or finish and plot plan (showing the proposed location of such building or structure, drives, parking area, sidewalks, trash containers, mailboxes, front, rear and side elevations, floor plans, location of heating and air conditioning units, plumbing and electrical details, landscaping and complete specifications) shall have been approved in writing by the Developers, their successors and assigns. Refusal of approval of plans, location, or specification may be based by the Developer or Owner upon any ground, including purely aesthetic conditions, which in the sole uncontrolled discretion of the Developer and Owner shall seem sufficient. If the Developer and Owner fail to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted or if no suit to enjoin the erection of such structures has been commenced prior to completion thereof, such approval shall not be required. A fee of One Hundred (\$100) Dollars shall be charged by the Developer and Owner for a review of the plans and specifications, payable at the time of submission to the Developer.
4. All building plans must include and provide for the use of silt fencing and other sedimentation control devices. All lot owners are responsible for erosion of soil from any lot which may collect and settle on the road or drainage areas of subdivision.
5. In no case shall concrete block be exposed; if used for foundation or any wall, it shall be stuccoed or brick veneered.
6. All garages and carports attached to a dwelling shall face and open to the side or to the rear of the dwelling. When viewed from the front of the dwelling, the garage or

carport shall have a frontal facade constructed in conformity with the remainder of the dwelling.

7. No specific time limit is placed on each lot sold from the date of sale for construction of a dwelling to begin. However purchasers who lots within the subdivision either developed or undeveloped shall keep the lots in neat and attractive manner, free of debris and unsightly underbrush, weeds or other unsightly vegetation.

8. No lot shall be used except for single family residential purposes. All other purposes, agriculture, commercial and others are specifically prohibits. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two and one-half (2 1/2) stories in height. No dwelling will be constructed having less than «square footage L» («square footage S») square feet of heated area, exclusive of carports, porches, decks, basements, breezeways, verandas, garages, etc., shall be constructed or erected on any lot.

9. Said property shall be used for single family residences only. The Developers reserve the right in their sole and uncontrolled discretion to approve or disapprove subdivision of lots or portions thereof.

10. Temporary Structures. No buildings or structures of a temporary character shacks, garages, tents, barns or outbuildings shall be placed upon any lot at any time or used for residential occupancy, nor shall a mobile home be allowed on the property. Provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being purely understood that these latter temporary shelters may not at any time be used as residences or permitted to remain on the lot after completion of the construction. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be permanently placed on any lot at any time, except as approved by the Developer.

11. The exterior of all units and other structures must be completed within one (1) year after the construction of same shall have been commenced, except where such completion is impossible or results in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

12. Driveways. All driveways shall be maintained by the owner of the lot in a good state of repair.

13. No buildings shall be constructed or located nearer than thirty (30) feet from the front lot line of any lot as shown on said plat nor nearer than fifteen (15) feet to any side lot line.

14. Ten (10) feet on each side, front and rear lot line is reserved for utility and drainage easements.

15. No satellite TV antenna system or tower for the transmission or receiving of radio or television frequencies shall be erected, placed or maintained on any lot in said subdivision without the expressed, written approval of Developer and Owner.

16. No business, industry, trade, occupation or profession open to the general public whether commercial or otherwise, or any obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained on any lot any plants, animals, device or thing of any sort the normal activities or existence of which is in any way obnoxious, dangerous, unsightly or unpleasant and/or which may diminish or destroy the enjoyment of property in the neighborhood by the owners thereof. No lot shall be used for schools, kindergartens, day care centers or churches. Ordinary household pets are permitted in the subdivision. Swine, goats, poultry, cattle and sheep are specifically excluded.

17. No sign board shall be displayed on any lot except "For Sale" or "For Rent" and such signs shall not be more than 2 x 3 feet in size except the Developers shall have the right to use additional signs for development of the subdivision in such location and size as they deem appropriate.

18. Vehicles. No motor vehicle shall be permitted to stay in the subdivision which does not have a current licence plate. No bus, transfer tractor, transfer trailer or tractor trailer combination shall be allowed in the subdivision at any time except for loading and unloading. No other trucks with the total length of over eighteen (18) feet shall be allowed in the subdivision at any time except for loading or unloading. Boats, travel trailers and motor homes shall remain behind the minimum set back lines as designated on said plat and kept in the rear of the dwelling.

19. Electrical Service. All electrical service to and on each lot shall be underground.

20. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view and shall be installed only within the main dwelling house or unit, within an accessory building, within a screened area or buried underground.

21. Swimming Pools. No swimming pool shall be placed upon any lot in the subdivision until approved in writing by the Developer and Owner, or their designated representative.

22. Fences. No wire fence shall be permitted any nearer the street than the rear corner of the dwelling except as approved in writing by Developer and Owner. Fences fronting on lots shall be of board, brick, stone, iron or similar type construction to protect the aesthetic appeal of the subdivision and must be specifically approved in writing by the Developer and Owner.

23. Sewage Disposal. All sewage disposal shall be by septic tank system installed with the approval of the Spartanburg County Health Department or the South Carolina Department of Health and Environmental Control, or by public main or sewage lines approved by Spartanburg County Sanitary Sewage District and the South Carolina Department of Health and Environmental Control. Location of all wells and septic tanks must be approved by the Developer and Owner on each lot as herein before stated.

24. Enforcement. The Developer, its successors and assigns, or Owner, its successors and assigns, or any owner of a lot in the subdivision shall have the right to enforce compliance with these provisions by any proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain violation or to recover damages. Failure to enforce any covenant, restriction or building standard herein contained shall in no event be deemed a waiver of the right to do so thereafter.

25. Trees. All cutting of trees outside the building sites shall be in such a manner as to leave the lot wooded. No trees, shrubs, bushes or other vegetation having a diameter of six (6) inches or more shall be cut, destroyed, bulldozed or mutilated except with the expressed written permission of the Developer and Owner.

26. House Design or Exterior. No house of like design or exterior may be placed adjacent to each other.

27. Garbage Cans. All garbage cans or pails shall be hidden from view.

28. Gardens. Garden areas are permitted only to the rear of the completed dwelling and may not be visible from the road. All such areas require the specific approval of the Developer and Owner.

29. Additional Covenants or Restrictions. No property owner, without the prior written approval of the Developer and Owner may impose any additional covenants or restrictions on any lots as shown on recorded plat.

30. Homeowners Association The Developer and Owner shall cause to be incorporated under the laws of the State of South Carolina a non profit corporation called The Brookstone Estates Homeowners Association (hereinafter referred to as "The Association").

a. Every person or entity who is a record owner of any lot which is subject to these Land Use Restrictions, Protective Covenants and Building Standards shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

b. Each owner of record of a lot within the subdivision shall be bound and obligated to contribute prorata toward the expense of administration, maintenance, repair and upkeep of the street lights, entrance way signs and such necessary landscaping as may be determined by the Association.

c. The Developer and Owner may at any time, by written document recorded in the R.M.C. Office for Spartanburg County, transfer and assign to the Association any or all of either's rights under these Land Use Restrictions, Protective Covenants and Building Standards.

d. The owner of a lot may not except himself from contributing to such expenses by waiver of the use or enjoyment of the facilities of the subdivision or of any property deeded to the Association, or by waiver of the use or enjoyment of the improvements, facilities and roadways located thereon or by the abandonment of the property belonging to him.

e. Any sums assessed by the Association as the prorata share of expense charged to any owner and which remain unpaid for a period of thirty (30) days or longer shall constitute a lien on such owner's property. Such lien shall be prior to all other liens except the following:

- 1) Assessments, liens and charges for real estate taxes due and unpaid on the property;
- 2) All sums unpaid on any deed of trust, mortgage, or other encumbrance duly of record against the property prior to the docketing of the aforesaid lien; or,
- 3) Any materialman's or mechanics' liens;

f) A lien created by non payment of an owner's prorated share of the assessed expenses may be foreclosed by suit by said Association in like manner as a deed of trust or mortgage of real property, provided, however, a suit to recover a money judgment for unpaid prorata expenses may be maintained without bringing foreclosure proceedings and without waiving the lien securing the same.

g) The record owner of each lot in the subdivision shall be entitled to one (1) vote for each lot owned at any meeting of the Association.

31. Severability. Invalidation of any one of these covenants by judgments or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

32. Duration. The Land Use Restrictions, Protective Covenants and Building Standards contained herein are to run with the land and shall be binding on all parties and all persons claiming unto the Owner until December 31, 2015, after which time said restrictions, covenants, and standards shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots in the subdivision has been recorded, agreeing to change said covenants and restrictions in whole or in part.

33. **Amendment or Modification.** Developer and Owner herein reserve the right to modify or change these restrictions as necessary in their sole and uncontrolled judgment and discretion for the future use and development of the property.

34. Each Owner shall, at his own expense, carry adequate Hazard and homeowners insurance policies insuring the residence and improvements on his lot. In the event a dwelling or any improvements is damaged or destroyed, the owner thereof shall begin repair or reconstruction of the dwelling or improvement which shall be completed in a reasonable time. In the event a dwelling or improvement is damaged or destroyed, and the Owner does not begin repair or reconstruction within forty-five (45) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition and if he fails to do so, the developer may cause the debris to be removed, and the cost of removal shall constitute a lien upon the dwelling or improvement until paid by the Owner.

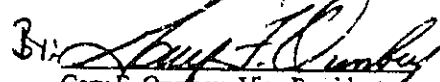
In witness whereof, the undersigned have caused this instrument to be signed and sealed by its duly authorized officers or agents this 27 day of JULY, 1994.  
State of South Carolina)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 27 day of July, 1995.

IN THE PRESENCE OF:

  
Todd M. Ellison

PROFESSIONAL CORPORATE  
SOFTWARE SERVICES, INC.

By:   
Gary F. Ombey, Vice President  
(CORP. SEAL)

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF Spartanburg

A PROFESSIONAL COMPUTER SOFTWARE  
SERVICES, INC.

Personally appeared before me the undersigned witness and made oath that (s) he saw that within named FCS, Inc., by its officers as indicated above, sign, seal, and as its act and deed deliver the within written Land Use Restrictions, Protective Covenants and Building Standards and that (s)he, with the other witness whose name is subscribed above, witnessed the execution thereof.

*[Signature]*

Sworn to before me this  
27<sup>th</sup> day of July, 1995

*[Signature]* (SEAL)  
Notary Public for South Carolina  
My Commission Expires: My Commission Expires  
March 9, 2004



RECORDED

DEED 5 -- 2 PG 0 8 3

97 JUN -2 AM 10:49

State of South Carolina R.M.C. SPARTANBURG, S.C. First Addendum to  
County of Spartanburg Land Use Restrictions Protective  
Covenants and Building Standards  
For BROOKSTONE ESTATES

Whereas, Professional Computer Software Services, Inc. hereinafter referred to as "Developers", are the owners of a certain tract of land known as Brookstone Estates, located on Edwards Road, in the County of Spartanburg, State of South Carolina, as shown on a plat prepared by Wolfe and Huskey, Inc., entitled Brookstone Estates, dated June 1, 1995, consisting of Lots 1 thru 8 inclusive, said plat to be recorded in the RMC Office for Spartanburg County, South Carolina, and

THIS FIRST ADDENDUM is made on the date hereinafter set forth by the undersigned being the owners and developers of lots in Brookstone Estates,

WHEREAS, properties of the Developers situate in that subdivision known as Brookstone Estates are subject to Land use restrictions, Protective Covenants and Building Standards recorded in the Office of the RMC for Spartanburg County in Deed Book 192 at Page 77, and in Deed Book     , Page     , which covenants and restrictions are incorporated herein by reference (the Restrictions); and

WHEREAS, the Developers are desirous, by this addendum, of further clarifying the restrictions in order to better provide for the development of the subdivision.

NOW, THEREFORE, the undersigned developers agree that the following Articles be amended and restated as follows:

**FOR LOTS ONE (1) thru FOUR (4)**

3) No dwelling or other structures shall be erected, placed or altered on any lot in said subdivision until the proposed building plans, complete with specifications, exterior color or finish and plot plan (showing the proposed location of such building or structure, drives, parking area, sidewalks, trash containers, mailboxes, front, rear and side elevations, floor plans, location of heating and air conditioning units, plumbing and electrical details, landscaping and complete specifications) shall have been approved in writing by the Developers, their successors and assigns. Refusal of approval of plans, location, or specification may be based by the Developer or Owner upon any ground, including purely aesthetic conditions, which in the sole uncontrolled discretion of the Developer and Owner shall seem sufficient. If the Developer and Owner fail to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted or if no suit to enjoin the erection of such structures has been commenced prior to completion thereof, such approval shall not be required. A fee of One Hundred (\$100) Dollars shall be charged by the Developer and Owner for a review of the plans and specifications, payable at the time of submission to the Developer. Developer waives One Hundred Dollar (\$100) fee for Lots 1 Thru 4.

8. No lot shall be used except for single family residential purposes. All other purposes, agriculture, commercial and others are specifically prohibits. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed two and one-half (2 1/2) stories in height. No dwelling will be constructed having less than one thousand six hundred (1600) square feet of heated area, exclusive of carports, porches, decks, basements, breeze ways, verandas, garages, etc., shall be constructed or erected on any lot. Barns may be constructed on the property. Barns shall not be visible from any point on the Property Line on Edwards Road.

10. Temporary Structures. No buildings or structures of a temporary character shacks, garages, tents, barns or outbuildings shall be placed upon any lot at any time or used for residential occupancy, nor shall a mobile home be allowed on the property. Provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being purely understood that these

latter temporary shelters may not at any time be used as residences or permitted to remain on the lot after completion of the construction. No trailer, tent, tree house or other similar outbuilding or structure shall be permanently placed on any lot at any time. The word Barn has been deleted - see Paragraph 8.

16. No business, industry, trade, occupation or profession open to the general public whether commercial or otherwise, or any obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained on any lot any plants, animals, device or thing of any sort the normal activities or existence of which is in any way obnoxious, dangerous, unsightly or unpleasant and/or which may diminish or destroy the enjoyment of property in the neighborhood by the owners thereof. No lot shall be used for schools, kindergartens, day care centers or churches. Ordinary household pets are permitted in the subdivision. Swine, goats, poultry, and sheep are specifically excluded. Cattle are allowed on the property - MAXIMUM OF TWO (2) HEAD PER ACRE.

22. Fences. No wire fence shall be permitted any nearer the street than the rear corner of the dwelling except as approved in writing by Developer and Owner. Fences fronting on lots shall be of board, brick, stone, iron or similar type construction to protect the aesthetic appeal of the subdivision and must be specifically approved in writing by the Developer and Owner. Developer specifically approves Wire fencing for Lots 1-4, however the fencing along Edwards Road will be constructed of Creosote/Wood Posts (non-metallic posts) and wire or better.

30 b. Each owner of record of a lot within the subdivision shall be bound and obligated to contribute prorata toward the expense of administration, maintenance, repair and upkeep of the street lights, entrance way signs and such necessary landscaping as may be determined by the Association. This prorata share will only be assessable to each area of the subdivision (lots 1-4 and the remainder of the subdivision being the two distinct areas) to the extent that costs of services, improvements etc. are for those said services, improvements, etc. that are located on or are directly servicing these respective areas.

In witness whereof, the undersigned have caused this instrument to be signed and sealed by its duly authorized officers or agents this 15 day of May, 1994.7.  
State of South Carolina)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 15 Day of July, 1995. May, 1997

IN THE PRESENCE OF:

Professional Computer Software Services, inc

As M S

BY:

Gary F. Ownbey  
Gary F. Ownbey, Vice President

Quincy L. Stone



**STATE OF SOUTH CAROLINA**

**COUNTY OF Spartanburg**

## PROBATE

Personally appeared before me the undersigned witness and made oath that (s) he saw that within named Professional Computer Software Services, Inc. by its officers as indicated above, sign, seal, and as its act and deed deliver the within written The First Addendum to Land Use Restrictions, Protective Covenants and Building Standards for Brookstone Estates and that (s) he, with the other witness whose name is subscribed above, witnessed the execution thereof.

Amesbury

Sworn to before me this 29 day of July, 1997

Kimberly C. Anderson  
Notary Public for South Carolina  
My Commission Expires: July 15, 2006

Personally appeared before me the undersigned witness and made oath that (s) he saw that within named ~~James M. Ridings~~ and Angela M. Ridings as indicated above, sign, seal, and as its act and deed deliver the within written The First Addendum to Land Use Restrictions, Protective Covenants and Building Standards for Brookstone Estates and that (s) he, with the other witness whose name is subscribed above, witnessed the execution thereof.

Kimberly C Anderson

Sworn to before me this  
29<sup>th</sup> day of May, 1997

Joseph L. Stone  
Notary Public for South Carolina  
My Commission Expires:

State of South Carolina  
County of Spartanburg

Second Addendum to  
Land Use Restrictions Protective  
Covenants and Building Standards  
For BROOKSTONE ESTATES

Whereas, Professional Computer Software Services, Inc. hereinafter referred to as "Developers", are the owners of a certain tract of land known as Brookstone Estates, located on Edwards Road, in the County of Spartanburg, State of South Carolina, as shown on a plat prepared by Wolfe and Huskey, Inc., entitled Brookstone Estates, dated June 1, 1995, consisting of Lots 1 thru 8 inclusive, said plat to be recorded in the RMC Office for Spartanburg County, South Carolina, and also shown on a plat prepared by Huskey and Huskey, Inc., entitled Brookstone Estates Phase Two, dated June 29, 1998 consisting of Lots 5 through 37 inclusive, said plat to be recorded in the RMC Office for Spartanburg County, South Carolina.

THIS SECOND ADDENDUM is made on the date hereinafter set forth by the undersigned being the owners and developers of lots in Brookstone Estates, Phase Two.

WHEREAS, properties of the Developers situate in that subdivision known as Brookstone Estates are subject to Land use restrictions, Protective Covenants and Building Standards recorded in the Office of the RMC for Spartanburg County in Deed Book ~~652~~ at Page ~~22~~, and in Deed Book ~~652~~, Page ~~23~~, which covenants and restrictions are incorporated herein by reference (the Restrictions); and

WHEREAS, the Developers are desirous, by this addendum, of further clarifying the restrictions in order to better provide for the development of the subdivision.

NOW, THEREFORE, the undersigned developers agree that the following Articles be amended and restated as follows:

**FOR LOTS IN PHASE TWO LOTS FIVE (5) thru THIRTY-SEVEN (37) INCLUSIVE**

12) Driveways. All driveways shall be **paved and maintained** by the owner of the lot in a good state of repair.

In witness whereof, the undersigned have caused this instrument to be signed and sealed by its duly authorized officers or agents this 13 day of August, 1998.  
State of South Carolina)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 13 Day of August, 1998.

IN THE PRESENCE OF:

*Professional Computer Software Services, Inc.*

*Walter M. W.*

*Gary F. Ownbey*  
Gary F. Ownbey, Vice President

Tagged  
Tagged

SPARTANBURG, S.C.

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STATE OF SOUTH CAROLINA  
COUNTY OF Spartanburg  
PROBATE

Personally appeared before me the undersigned witness and made oath that (s) he saw that within named Professional Computer Software Services, Inc. by its officers as indicated above, sign, seal, and as its act and deed deliver the within written The Second Addendum to Land Use Restrictions, Protective Covenants and Building Standards for Brookstone Estates and that (s)he, with the other witness whose name is subscribed above, witnessed the execution thereof.

A. M. S. O.

Sworn to before me this  
13 day of August, 1997

Walter M. Whit  
Notary Public for South Carolina  
My Commission Expires: 8.24-2003

BY LAWS

BROOKSTONE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

ESTABLISHMENT, NAME, PURPOSE, MEMBERSHIP AND VOTING RIGHTS: As established in the amendment to declaration of covenants and restrictions of BROOKSTONE ESTATES Subdivision, as recorded in Deed Book 65-Z at Page 077; as amended in Deed Book 65-Z at Page 083 and as amended a second time in Deed Book 68-J at Page 801.

ARTICLE II

PLACE OF BUSINESS: The principle place of business of this Association shall be Spartanburg County, South Carolina.

ARTICLE III

PROHIBITIONS: No part of the net income of this Association may inure to the benefit of any member or individual.

ARTICLE IV

MEMBERSHIP MEETINGS: The fiscal year of the Association shall end on December 31 of each year. The annual meeting of the members of this Association shall be held within sixty (60) days thereafter, at a time and place to be designated by the President in a written notice to all members distributed or mailed at least fourteen (14) days prior to the scheduled meeting.

There shall be such special meetings of the members as the President or a majority of the Board of Directors may call, upon fourteen (14) days' notice to members of record.

At any meeting of the members a majority of the members present, either in person or by proxy, shall constitute a quorum for the transaction of business.

At all meetings, absent members may vote by proxy authorized in writing.

ARTICLE V

DIRECTORS: There shall be five (5) Directors of the Association, to be elected at the annual meeting from the membership of the Association, to serve for a term a two (2) year and shall be the governing body of the Association.

General operation and direction and supervision of the affairs, business, and policies of Brookstone Homeowners Association shall be vested in the Directors, subject to approval by the membership.

Any member aggrieved by any action of the Board of Directors may petition the Board for a meeting of the membership to resolve the question. The petition must contain a written explanation of the question and be signed by twenty-five percent (25%) of the current membership. The co-signers must be members, as defined in the amendment referenced in Article I.

The Board of Directors shall meet at such times and at such places as shall be convenient, at the call of the President or upon seven (7) days' written notice given by a majority of the Board of Directors to the other Directors. An annual meeting of the Board of Directors shall be held each year following the annual meeting of the members.

At all Directors' meetings, a quorum shall consist of three (3) members of the Board and a majority of such quorum shall decide any questions that may come before it at the meeting.

The Directors shall fill the unexpired term any vacancy created by death, incapacity or resignation of a director or officer of the Association.

When any Director shall have three unexcused, consecutive absences from meetings of the Board, his office as Director may be declared vacant by a majority of the Board and a successor elected.

## ARTICLE VI

OFFICERS: The Officers of this Association, shall be a President and a Secretary/Treasurer who shall each be elected for a term of two years and shall hold office until their respective successors are duly elected and qualified. No person other than a Director shall be eligible to be elected an Officer of the Association.

Officers shall be elected bi-annually by the membership at their annual meeting.

The President shall be the executive head of this Association and shall preside at all meetings of the members and Directors.

The Vice-President shall preside at all meetings of the members and Directors in the absence of the President.

The Secretary shall have general charge of all records of the Association.

The Treasurer shall have the custody of all funds and shall disburse such funds on behalf of the Association by checks bearing his/her signature and countersigned by either the President or Vice-President.

## ARTICLE VII

DIVIDENDS AND FINANCE: This is a non-profit association and no dividends shall ever be declared.

The books and accounts of the Association shall be audited annually by the Board of Directors.

## ARTICLE VIII

AMENDMENTS: These By-Laws may be amended at any regular meeting of the members or at a special meeting of the members called for that purpose by a SIXTY (60%) PER CENT of the membership. Notice of the time and place of a meeting must be given to members at least fourteen (14) days before the meeting is to be held.

## ARTICLE IX

COMMITTEES: The membership may elect a Nominating Committee to receive nominations, secure acceptance of nominee, and prepare ballots for voting, or the entire process can take place during the annual meeting.

The President shall appoint a Finance Committee, and such other committees as he deems necessary from time to time. No one, other than a member of the Association, shall be appointed to a Committee. The President shall serve as ex-officio member of each committee.

The Finance Committee shall handle the finances of the Association, and the Treasurer shall be a member thereof. The Finance Committee shall review and approve all non-budgeted expenditures prior to making a commitment for such expenditures.

The Board of Directors by a majority vote shall have the right to overrule any decision of any Committee.

## ARTICLE X

RECORDS AND REPORTS: All records of the Association shall be open to member at reasonable hours upon request if 10 day written notice is given. Full and complete disclosure of their activities shall be made by all committees to the Board of Directors, and by the Directors and Officers to the Members, at the annual meetings.



## ARTICLE XI

ASSOCIATION RESPONSIBILITIES: The Association will be responsible for:

- A. The enforcement of the Land Use Restrictions, Protective Covenants and Building Standards, as amended, which documents are recorded in the Register of Deeds Office for Spartanburg County as set forth in the first paragraph.
- B. The calculation, billing and collection of the annual dues.

## ARTICLE XII

ANNUAL DUES: The initial annual dues of the Association shall be the sum of \$150.00 a year. The amount of the annual dues may be changed or altered at any annual or special meeting provided notice to the lot owners is given and at least SIXTY (60%) PER CENT of the members of the Association vote in favor of the increase.

The dues shall be billed by the Association no later than March 1<sup>st</sup> of each year and shall be due and payable no later than April 1<sup>st</sup> of each year.

Failure of any member to pay the annual dues in a timely manner will allow the Association to enforce it's rights as provided in the Land Use Restrictions, Protective Covenants and Building Standards, as amended and recorded, or as provided by law.

## ARTICLE XIII

MEMBERSHIP: As is set out in the Land Use Restrictions, Protective Covenants and Building Standards each lot owner is a member of the Association.

## ARTICLE XIV

PROPERTY OWNER RESPONSIBILITIES: It is the responsibility of the each property owner to:

- A. Maintain his/her lot. This duty to maintain applies to each and every lot owned by the property owner; occupied, vacant, leased, or unimproved.
- B. To abide by and follow the Land Use Restrictions, Protective Covenants and Building Standards.
- C. To pay the annual dues in timely manner.
- D. To correct any violation of the Land Use Restrictions, Protective Covenants and Building Standards within 14 days of receiving notice (actual or constructive)

## ARTICLE XV

BUILDING STANDARDS: The duty and responsibility of the Developer to approve all building plans, as set forth in detail in the Land Use Restrictions, Protective Covenants and Building Standards is now the duty and responsibility of the Association by virtue of the assignment executed by the Developer and recorded in the Register of Deeds Office for Spartanburg County, South Carolina.

## ARTICLE XVI

VIOLATIONS OF THE LAND USE RESTRICTIONS, PROTECTIVE COVENANTS AND BUILDING STANDARDS; Upon it's own initiative or upon the receipt of a complaint the Association shall investigate to determine if there is a violation of the Land Use Restrictions, Protective Covenants and Building Standards. If a violation is found then the Association shall notify the property owner, in written by certified return receipt mail, of the nature and extent of the violation. Provided the letter is mailed to the best-known address which the Association has said notice will be deemed effective upon it's mailing. The property owner cannot claim lack of notice if the notice is refused, the property owner does not have a sufficient mail receptacle or if the property owner has moved and failed to provide the Association with a correct address.

The notice shall provide that the property owner has 14 days to correct or remove the violation. If the violation is not corrected within 14 days the Association shall begin to assess a \$10.00 per day fine until the violation is corrected.

The Association may at any time, even if the violation has not been corrected and the fine is still being assessed, seek to enforce this remedy in the Magistrate Court for Spartanburg County at any time. This enforcement will not cause the Association to lose or forfeit any other right or remedy it may have, furthermore, the Association can continue to charge the \$10.00 a day fine even if it has received a judgment if the violation continues.