

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
OF SWEETWATER HILLS

THIS DECLARATION is made this 7th day of February, 2008, by Gallimore & Sampson Development, Co., Inc., a South Carolina corporation (hereinafter "Developer") Revised February 7, 2008.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Developer is the owner of certain lots of land in Spartanburg County, South Carolina, located on the South side of Reidville Road, and more particularly shown and described upon a plat entitled Sweetwater Hills Subdivision prepared for Developer by Neil R. Phillips, PLS, dated October 31, 1997, and recorded in Plat Book 140, page 19, RMC Office of Spartanburg County, and all future phases.

WHEREAS, Sweetwater Hills will be a residential community, and the Developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Sweetwater Hills as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Sweetwater Hills, and

WHEREAS, Developer deems it desirable to create an agency to which should be delegated and assigned the powers of maintaining and administering common facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created, and is incorporating under the laws of the State of South Carolina, as a non-profit corporation, Sweetwater Hills Homeowners Association of Spartanburg, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the Developer and to future property owners of lots shown on the above plat, Developer does hereby impose upon Sweetwater Hills the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Developer, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. DEFINITIONS. The following words when used herein (unless the context shall require a different meaning) shall have the following meanings:

A. "Association" shall mean and refer to Sweetwater Hills Homeowners Association of Spartanburg, Inc.

B. "Sweetwater Hills" shall mean and refer to all of the lots and property shown upon plat of "Sweetwater Hills Subdivision" referred to above and upon any subsequent plat of "Sweetwater Hills Subdivision" prepared for the Developer and recorded in the RMC Office of Spartanburg County.

C. "Common Properties" shall mean and refer to any and all properties or property rights, such as easements or other rights, which may be conveyed by the Developer or other grantors to the Association, which property and rights shall be held, managed and maintained by the Association in accordance with its rules, regulations and Bylaws.

D. "Developer" shall mean and refer to Gallimore & Sampson Development Co., Inc.



E. "Lot" or "lot" shall mean and refer to any numbered parcel of land shown upon a plat of Sweetwater Hills subdivision prepared for the Developer and recorded in the RMC Office of Spartanburg County.

F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated within Sweetwater Hills Subdivision, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

G. "Member" shall mean and refer to any Owner who is a member of the Association as provided in Paragraph 36 hereof.

2. SINGLE FAMILY RESIDENTIAL USE. No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed 2 stories in height and, if approved in advance in writing, a private detached garage. (The Developer reserves the right to designate any lot or lots as "Multi Family" or "Recreational Area") No lot or portion of a lot shall be used either as a road or easement or other means of access to adjoining property without the express written consent of the Developer.

3. SUBDIVISION OF LOTS. Developer or any subsequent owner of a lot, with the prior written consent of Developer or its nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. No lot may be subdivided to create an additional lot, without the written consent of the Developer. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot. After Developer has conveyed all the lots, adjoining owners may adjust their boundary lines without additional approval provided that under no circumstances shall a new lot be created by such adjustment.

4. MINIMUM HEATED AREA. Each dwelling facing North Sweetwaterhills Dr. and Heathrow Ct. including lots 1-27, 84-101, 372, 142, 143, Shall have at least two (2) bathrooms and no less than eleven hundred (1100) square feet of heated floor area and a double garage. Each dwelling facing Glencrest Drive and Fox Hurst court shall have at least two (2) bathrooms and no less than eleven hundred (1100') square feet of heated floor area and a double garage. Each dwelling facing South Sweetwater Hills Drive from lot 371/149 to lot 266/166 shall have at least two (2) bathrooms and no less than thirteen hundred (1300') square feet of heated floor area and a double garage. Each dwelling facing Scenic Oak Drive and Wexford Hills Court shall have at least two (2) bathrooms and no less than fifteen hundred (1500') square feet of heated floor area and a double garage. Each dwelling in the section referred to as Phase III shall have at least (2) bathrooms and no less than eleven hundred (1100) square feet of heated floor area and a double garage. Each dwelling in the section referred to as Phase IV shall have at least (2) bathrooms and no less than eighteen hundred (1800) square feet of heated floor area and a double garage. The heated floor area required by this paragraph shall not include basements, porches, verandahs, breezeways, terraces and garages. (Minimum Heated Area for future phases of Sweetwater Hills to be set by the Developer.)

5. BUILDING SETBACK LINES No building or portion of a building, including stoops, verandahs, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat referred to in the deed to such lot from Developer, nor nearer than ten (10') feet to any side property line. Phase III side setback to be (5') feet to any side property line. Furthermore, no such above ground improvements shall be built within twenty (20') feet of the rear property line and, in the case of a corner lot, within twenty (20') feet of the side street right-of way. Nonetheless, Developer reserves the right and privilege to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.

6. SUBDIVISION SIGN AREAS AND EASEMENT. Lot Nos. 371, 102, 149, 323 and 270 are subject to sign easement areas as shown on the plat of Sweetwater Hills Subdivision above referred to. Sign easement areas on above mentioned Lots are specifically reserved for the location, installation, maintenance and upkeep for

signs identifying Sweetwater Hills Subdivision and for the purposes of beautification, planting and landscaping initially to be undertaken and handled by the Developer and later to be undertaken and managed by the Association. The owners of those lots shall not build, construct or do anything upon their lots, which shall interfere with the use of the sign easement areas for the purposes set forth herein.

7. APPROVAL OF BUILDER, AND BUILDING PLANS - SPECIAL CONDITIONS.

A. No building or structure, whether it be the dwelling, garage, fence or driveway shall be erected, placed or altered on any lot until the **Proposed Builder**, as well as the building plans, elevations, Plot Plan, and specifications, including Exterior Colors, have been approved in writing by Developer or its nominee. If such shall not be approved or disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision, and the **Proposed Builder** must be on the Developers current **Approved Builder** list. (List to be on file in the office of the Developer or the Sales office within Sweetwater Hills Subdivision and available upon request) Any proposed building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of any Builder or plans, elevations, location or specifications may be based solely upon aesthetic or any other reason and in the sole discretion of the Developer or its nominee.

B. The completion of improvements upon a lot shall include the landscaping of the yard, including sodding of the front yard and grassing the remaining of the disturbed area, and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling, and installation of sidewalks along the front property line adjoining the street.

C. The front elevation of the dwelling house foundation must be above the finished grade of the front yard, and in all cases must meet or exceed the Spartanburg County requirements.

D. The minimum pitch for the roof of each dwelling or other approved structure shall be 6/12, and shall be covered with Fiberglass Shingles or Tile.

E. All Garages must have a door installed.

F. Concrete Sidewalks are to be installed upon completion of the dwelling. Sidewalks must be 4' (four feet) in width and must run across the entire front of the lot parallel to the street at the property line, and must be graded properly to connect to the adjacent lot on either side. Installation and maintenance of the sidewalks are the responsibility of the homeowner, and must be complete before occupancy.

8. **BUILDING MATERIALS.** Exterior finishes to be Brick, Stone, Stucco, Hardee Plank, or Wood. Any other must be approved by the developer or its nominee including but not limited to color. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any dwelling or other structure. The Developer reserves the right to insist that the exterior of any structure be all Brick and may insist at its sole discretion.

9. **TRAILERS AND MOBILE HOMES PROHIBITED.** Trailers and mobile homes, including typical double-wide mobile homes are absolutely prohibited. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot. Modular type construction must be approved by the Developer in writing.

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10. REQUIREMENTS FOR DRIVEWAYS. All driveways and sidewalks shall be constructed of concrete or other material approved by the Developer and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.

11. DEVELOPER'S DISCLAIMER. DEVELOPER, AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPER, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, WHILE DEVELOPER IS NOT AWARE OF ANY LOTS CONTAINING FILL DIRT, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.

12. GENERAL EASEMENTS Developer reserves an easement five (5') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, sewer lines, and/or storm drainage facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Sweetwater Hills Subdivision. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure located upon a lot.

13. SEWAGE. All sewage shall be disposed of in public sewer system or an approved septic system where no sewer system is available.

14. FENCING. No fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Subject to the Developer's approval, plastic, metal or wooden fencing may be permitted on a lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed six (6') feet in height. Chain link fencing shall not be permitted unless approved in writing by the Developer. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility. On corner lots, no fence shall be erected beyond the side building setback line shown on the plat above referred to.

15. BUSINESS ACTIVITIES PROHIBITED. No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of hand-crafted items for occasional off premises sale.

16. NUISANCES AND OFFENSIVE ACTIVITIES. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or the adjoining street or streets.

17. PARKING - CARS BOATS AND RECREATIONAL VEHICLES. No parking of vehicles in the street shall be permitted, (Except for loading and unloading). No camping trailer, boat, boat trailer or other similar

recreational vehicle or other device or equipment shall be permitted to stand on any lot, without the express written consent by the Developer or its nominee. No inoperable motor vehicle, wrecked vehicle, junk car or truck, unsightly vehicle, or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Further, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar vehicles.

18. PORTABLE OR METAL BUILDINGS PROHIBITED. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited unless approved by the Developer, and if approved some landscaping \screening may be required.

19. SWINGSETS AND BASKETBALL GOALS. Swingsets, sandboxes, basketball goals, (Both portable and permanent) gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corners of the dwelling.

20. NO TEMPORARY RESIDENCES No garage or hobby-type/storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

21. ANIMALS. No domestic fowl, cows, hogs, mules, wild animals or any other farm-type animal shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of three (3) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to others. The owners shall abide by all laws and regulations relating to keeping pets.

22. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view.

23. CLOTHESLINES. Clotheslines and poles may be installed on the rear portion of a lot away from the street but must not exceed five (5') in height and be screened from public view.

24. SCREENING OF YARD EQUIPMENT Lawn mowers or other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.

25. TELEVISION ANTENNA AND SATELLITE DISHES. No antenna, satellite dish or similar device for the transmission or receipt of signals of any kind shall be erected or allowed to remain on any lot without the express written permission of the Developer. The Developer reserves the right to formulate and require specific rules and regulations for such items and/or approve same on a case-by-case basis. Developer will approve satellite dishes which are eighteen (18") inches or smaller in diameter but the location of each one requires the written approval of the Developer.

26. COMPLETION OF IMPROVEMENTS. All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

27. COVENANT OF GOOD APPEARANCE AND REPAIR. Each lot owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or Association, or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days to correct specified deficiencies. In the event the owner or owners of a lot shall fail to pay such charges within thirty (30) days of billing,

same may be collected in the same manner and under the same terms as Assessments set forth in Paragraph 38.1. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

28. SIGNS. No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for development of the property. Any provisions herein expressly providing for identifying signs for the subdivision take precedence over this paragraph.

29. STREET LIGHTING. If street lighting is installed by the Developer, the cost and expense of operation will be transferred to the Homeowners Association.

30. MAINTENANCE OF STREET RIGHT-OF-WAY. The owner of a lot shall be responsible for the planting and maintaining of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts.

31. FUEL TANKS. All fuel tanks or containers shall be buried underground, or enclosed in a structure, in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control; whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.

32. FIREWORKS. Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer or the Association.

33. SWIMMING POOLS. An above ground or inground swimming pool must be approved by the developer in writing, and if approved some landscape \screening may be required.

34. MAIL RECEPTACLES. All mail boxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each Owner has the responsibility of keeping same in good repair and appearance. Developer shall collect from each Owner at closing a fee for the purchase and installation of the approved mailbox. One Hundred Seventy Five and No/100 (\$175.00)

35. TEMPORARY SALES OFFICE. The Developer or its agent shall have the right to place or erect temporary sales offices on any lot in the development for the purpose of marketing.

36. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. Membership Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association 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. Voting rights. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all those Owners defined in paragraph 1 with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by paragraph 1. When more than one person holds such interest or interests in any

Lot, all such persons shall be members, and the vote for such 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 such Lot.

Class B. Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal to the total votes outstanding in Class B membership; or

(b) January 1, 2020.

37. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

A. Title to Common Properties The Developer may retain the legal title or other rights to the Common Properties until such time as it has completed improvements thereon and until such time as, in the sole discretion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all of its right, title and interest in the common properties to the Association not later than January 1, 2020.

B. Restrictions on Common Properties. The parcels of real property included as part of the Common Properties are to be maintained solely as landscaped and/or beautification areas or for identification signs for Sweetwater Hills. No other use or improvements are to be made to said real property without the express written permission of the Developer, and Developer expressly reserves easement rights upon these parcels for installation of underground utilities.

38. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of Assessments. The Developer for each lot owned by it within Sweetwater Hills hereby covenants and each owner of any lot by acceptance of a deed to a lot within Sweetwater Hills, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. The purpose of the assessments The assessments levied by the association shall be used exclusively for the purpose of promoting the health, safety and welfare of the lot owners in Sweetwater Hills and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

(1) Expenses for the maintenance, upkeep and improvement of the Common Properties.

(2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, water usage and other related reasonable and necessary expenses.

(3) Maintenance, upkeep, repair and/or replacement of the sprinkler systems within the Common Properties.



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(4) For the payment of services for any street lighting undertaken and accepted by the Association.

(5) For the payment of expenses related to the upkeep, maintenance and replacement of signs identifying the subdivision, containing street names or other safety signs, if any.

(6) For any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the Bylaws or these restrictions.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 1998. For the year beginning January 1, 1998, the annual assessment shall be Two Hundred Twenty Five & No/100 (\$225.00) Dollars per Lot. Beginning January 1, 2005, the annual adjustment may be adjusted by vote of the Members as herein provided. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser or higher amount. Lots owned by the Developer shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations in paragraph 38.C. above, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by paragraph 38.C. hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for any Action Authorized Under Paragraphs 38.D. and 38.E. The quorum required for any action respecting assessments authorized by paragraphs 38.D. and 38.E. hereof shall be the Members present at a meeting duly called and convened pursuant to paragraphs 38.D. and 38.E. hereof.

G. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due on January 1, 1998, and on January 1 of each year thereafter, but may be paid in two (2) equal installments in each year: (1) on January 1, and (2) on July 1. Prior to January 1, 1998, the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under paragraph 38.D. hereof shall be fixed in the resolution authorizing such assessment. At the initial closing of each lot sold by the Developer, the pro-rated portion of any annual assessment shall be collected from the buyer at closing and paid to the Association.

H. Duties of the Board of Directors. - The Board of directors of the Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster on the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a

certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessments; the Personal obligation of the Owner; the Lien; Remedies of Association If the assessments are not paid on the dates when due (being the dates specified in paragraph 38.G. above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half (1.5%) percent per month (ANNUAL PERCENTAGE RATE- 18%) from the delinquency date. The Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

J. Lien of Assessments is Subordinate to Recorded Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

39. INITIATION FEE DUE ASSOCIATION AT CLOSING. Each buyer of a lot at the initial closing with the Developer shall pay to the Developer or the Association an initiation fee of Two Hundred Fifty & No/100 (\$250.00) Dollars. The funds so collected shall be deposited to the account of the Developer or the Association and shall be used for the purposes set forth in Paragraph 38.B. above.

40. ENFORCEMENT BY HOMEOWNERS ASSOCIATION. Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Association shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the Bylaws of the Association adopted in accordance with the terms hereof.

41. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto the Developer herein remain exclusively with the Developer, its successors and assigns, provided, however, Developer may assign and/or delegate all or any part of such reserved rights to the Association.

42. TERM OF ENFORCEMENT AND AMENDMENTS. These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until October 1, 2040, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two thirds (2/3) of the Lots in Sweetwater Hills agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in Sweetwater Hills. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

43. EFFECT OF COVENANTS AND ENFORCEMENT.

A. Effect of Provisions of These Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Sweetwater Hills do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) shall, by virtue of acceptance of any right, title or interest any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for itself, its Successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

B. Who May Enforce. The benefits and burdens of these covenants run with the land at law and in equity, and the Developer and the association, their respective successors and assigns, and any owner, his heirs, successors, legal representatives, Personal Representatives and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.

C. Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against any owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate contravene or circumvent the terms hereof.

D. Enforcement Remedies. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, the Association or any owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct, business or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party.

44. ANNEXATION At the time these Protective Covenants were prepared, and recorded, Developer is considering the possibility of annexing this Subdivision in to the Town of Duncan. If annexation takes place, it may or may not occur before one or more lots in Sweetwater Hills has been sold. Consequently, Developer reserves the right to require the owner of any lot or lots in Sweetwater Hills to annex in to the Town of Duncan.

45. MISCELANEOUS

A. No Waiver. Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, the Association or any owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

B. Captions. The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

C. Board Authorization. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its Bylaws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender and the singular, the plural and visa versa, and words used in the present tense shall include the future tense.

E. Savings Clause. If any provisions or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 7th day of February, 2008.

GALLIMORE & SAMPSON DEVELOPMENT CO. INC.

William F. Sampson
William F. Sampson, Vice President

Laurie A. Lypson
Angela M. Jones

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF SPARTANBURG)

I, Laurie A. Lypson a Notary Public of the County and State aforesaid, certify that the within-named Developer personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal this ~~7th~~ day of ~~January~~, ~~2008~~, 7th February 2008.

Notary Public for South Carolina Laurie A. Lypson
My Commission Expires: 06/16/2016

DEE-2024002433
 Recorded 15 on 01/22/2024 09:05:11 AM
 Recording Fee: \$25.00
 Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
 ASHLEY B. WILLIAMS REGISTER OF DEEDS
 BK:DEE 144-Z PG:436-450

**BYLAWS OF
 SWEETWATER HILLS HOMEOWNERS ASSOCIATION OF SPARTANBURG, INC.**

ARTICLE 1

DEFINITIONS

Except as specifically provided herein to the contrary, the words, phrases and terms used in these Bylaws shall have the meanings as set forth in the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SWEETWATER HILLS originally recorded in Book 67-F at Page 903 of the Spartanburg County Register of Deeds (as subsequently amended, including, without limitation, in Book 90-Q at Page 519, the "Declaration") and executed by Gallimore & Sampson Development Company, Inc., a South Carolina corporation ("Gallimore").

"Developer" shall mean and refer to, at any point in time, the then-current holder of the rights and privileges of the Developer under the Declaration (hereinafter "Developer Rights"), including the assignee of any such Developer Rights to include, without limitation, Pulte Home Company, LLC, a Michigan limited liability company.

"Developer Control Period" shall mean and refer to any period of time during which any Developer owns any portion of Sweetwater Hills.

"Lot" shall mean and refer any numbered parcel of land which is subject to the Declaration and shown upon a plat of Sweetwater Hills subdivision and recorded in the Spartanburg County Register of Deeds.

"Member" shall mean and refer to any Owner who is a member of the Association as provided in Paragraph 36 of the Declaration.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot.

ARTICLE 2

ADMINISTRATION OF PROJECT

Section 2.1 Power and Authority: Except as otherwise specifically provided in the Declaration, the Association shall have the following power and authority:

A. To own, purchase, manage, maintain, repair, and replace the Common Properties or any other part of Sweetwater Hills for which the Association is responsible under the Declaration,

as well as any or all of the equipment or property of any type used in connection with the maintenance and preservation thereof.

B. To make assessments against the Owners of Lots within Sweetwater Hills for payment of expenses incurred in accordance with the provisions of the Declaration or as otherwise permitted by law.

C. To promulgate such rules and regulations with respect to Sweetwater Hills and the Lots therein, and to perform such deeds and acts as are deemed necessary to achieve the aforesaid objectives, and to promote the recreation, health, safety, and welfare of the Members of the Association, all in accordance with the provisions of the Declaration.

D. To do or undertake any other lawful act or activity for which non-profit corporations may be organized under the South Carolina Nonprofit Corporation Act and to exercise all powers which may be granted unto the Association by applicable law. The Association shall have the power to do all things necessary or convenient, but not inconsistent with law, to carry out its affairs and activities of the Association.

Section 2.2 Official Action: Unless specifically required in the Declaration or otherwise by law, all actions taken or to be taken by the Association shall be valid when such are approved by the Board as hereinafter set forth or when taken by the officer, committee, person, or entity to whom such authority has been duly delegated by the Board as permitted in the Declaration or as otherwise allowed by law. The Association, its Board, officers, and Members shall at all times act in conformity with the South Carolina Nonprofit Corporation Act, and the Declaration and these Bylaws.

Section 2.3 Business by Electronic Means: The Association, the Board and the Members may transact business by electronic means to the extent allowed under South Carolina law and to the extent authorized and approved by the Board from time to time. Meetings of the Members and Meetings of the Board may be held by means of conference telephone, video conference or any other means of communication by which all participants may hear each other simultaneously during the meeting. A party participating in a meeting by any such means shall be considered to be present in person at the meeting.

ARTICLE 3

OFFICES - FISCAL YEAR

Section 3.1 Principal Office and Registered Office: The principal office of the Association shall be located at such place as the Board may fix from time to time. The registered office of the Association required by law to be maintained in the State of South Carolina may be, but need not be, identical with the principal office.

Section 3.2 Other Offices: The Association may have other offices at such other places within the State of South Carolina as the Board may from time to time determine or as the affairs of the Association may require.

Section 3.3 Fiscal Year: The fiscal year of the Association shall be fixed by the Board.

ARTICLE 4

MEMBERSHIP

Section 4.1 Qualification: Membership in the Association shall be limited to the Owners, and every Owner of a Lot shall automatically be a Member of the Association. "Membership" means all Members as a group. Membership in the Association shall be appurtenant to and may not be separated from Lot ownership. The date of recordation in the Spartanburg County Register of Deeds of the deed conveying any Lot shall govern the date of ownership of that Lot. However, in the case of death, the transfer of ownership shall occur on the date of death (in the case of intestacy), or on the date of probate of the will (in the case of testacy). Until a decedent's will is probated, the Association will rely upon the presumption that a deceased Owner died intestate. There shall be classes of Membership as provided in the Declaration.

Section 4.2 Place of Meetings: All meetings of the Membership shall be held at a place within Spartanburg County, South Carolina, or at such other place, either within or without the State of South Carolina, as designated in the notice of the meeting as decided by the Board in its discretion. The Board of Directors may permit any or all Members to participate in a meeting by, or conduct the meeting through the use of, any means of communication by which all Members participating in person and/or remotely may simultaneously hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting. The Board may establish reasonable preconditions, rules and/or procedures regarding voting and remote participation, including, without limitation, requirements that Members register in advance or provide other information before participating remotely.

Section 4.3 Annual Meetings: A meeting of the Association shall be held at least once each year at a place, date and time established by the Board. The Annual Meetings may be held remotely using any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member participating in a meeting by any such means shall be considered to be present in person at the meeting. At the Annual Meetings, the Board shall be elected in accordance with Article V of these Bylaws, and the Members shall transact such other business as may properly come before the meeting.

Section 4.4 Substitute Annual Meetings: If an Annual Meeting is not held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with the provisions of Sections 4.5 and 4.6. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4.5 Special Meetings: After the first Annual Meeting of the Members, Special Meetings of the Members may be called at any time by the President of the Association or by a majority of the Board and also shall be called upon the written demand of Owners holding at least five percent (5%) of the voting power in the Association as provided in S.C. Code 33-31-702(a). Business to be acted upon at all Special Meetings shall be confined to the subjects stated in the notice of any such meeting.

Section 4.6 Notices of Meetings: Written or printed notice stating the time and place of a Membership meeting, including Annual Meetings, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget changes, and any proposal to remove a director or officer, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting by or at the direction of the President or the Secretary by hand delivery or by mail to the mailing address of each Lot or to any other mailing address designated in writing by an Owner or by email to any email address provided by an Owner to the Association. If remote participation will be allowed, the notice shall include instructions on how Members may connect remotely or the contact information for a person who Members can contact to obtain that information. Notice given to any one tenant in common, tenant by entirety or other joint Owner of a Lot shall be deemed notice to all Owners of the subject Lot. Notice of any Special Meeting shall specifically state the purpose or purposes for which the meeting is called. All notices must include a description of any matter that must be approved by the Members under S.C. Code Sections 33-31-831, 33-31-856, 33-31-1003, 33-31-1021, 33-31-1104, 33-31-1202, 33-31-1401 or 33-31-1402. A Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. A Member's attendance at a Meeting waives objection to consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.7 Quorum: Except as otherwise expressly required in these Bylaws, the presence in person or by proxy of Members entitled to cast ten percent (10%) of the votes which may be cast for election of the Board shall constitute a quorum at all meetings of the Members. The Members at any meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum in attendance.

Section 4.8 Voting Rights: The voting rights of Members in the Association shall be as set forth in the Declaration. If fee simple title to a Lot is owned of record by more than one person or entity, all such persons or entities shall be Members of the Association, but the vote with respect to any such jointly owned Lot shall be cast as hereinafter provided.

If the fee simple title to any Lot is owned of record by two or more persons or entities (whether individually or in a fiduciary capacity), the vote with respect to any such jointly owned Lot shall be cast as the Owners agree and determine. A vote cast by any joint Owner shall be

deemed assented to by all other Owners of a Lot unless an objection is made at the meeting. In no event may the vote which may be cast with respect to any Lot be divided among joint Owners of the Lot or cast in any manner other than as a whole, it being the intention of this Section 4.8 that there be no "splitting" of votes that may be cast by any Member or Members. A vote related to a Lot may be suspended if more than one Owner of a Lot seeks to exercise it.

Section 4.9 Proxies: Members may vote either in person or by agents duly authorized by written proxy executed by the subject Member or by his duly authorized attorney-in-fact as provided in S.C. Code§ 33-31-714. A proxy is not valid after the earlier of the term stated therein or the expiration of eleven (11) months from the date of its execution. In order to be effective, all proxies must be signed, dated, and filed with the Secretary or duly acting Secretary either during or prior to the meeting in question. A Member may not revoke a proxy given pursuant to this Section 4.9 except by (1) attending any meeting and voting in person, or (2) by signing and delivering to the secretary or other officer or agent authorized to tabulate proxy votes either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form.

Section 4.10 Majority Vote: The casting of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a different percentage vote is required by these Bylaws, the Declaration, the Articles of Incorporation of the Association, or by law.

Section 4.11 Actions by Written Ballot: Any action which may be taken at a meeting of the Membership may be taken without a meeting by written ballot as provided in S.C. Code§ 33-31-708.

ARTICLE 5

BOARD

Section 5.1 General Powers: The business and affairs of the Association shall be managed by the Board or by such committees as the Board may establish pursuant to Article VI of these Bylaws; provided, however, the Board may not act on behalf of the Association to amend the Declaration, to terminate the planned community, to elect members of the Board, or to determine the qualifications, powers and duties, or terms of office of Board members. The Board may, however, fill vacancies on the Board for the unexpired portion of any term.

Section 5.2 Number, Term and Qualification: During the Developer Control Period, the Board shall consist of not less than three (3) members nor more than seven (7) members as may be fixed or changed from time to time by the Developer, all of whom shall be appointed by the Developer and who need not be Members. During the Developer Control Period, the Developer may, but shall not be obligated to, solicit non-binding input from the Owners regarding who should be appointed by the Developer to serve on the Board. During the Developer Control Period, the Developer shall have the right to remove and replace all or any of the directors and

officers of the Association at any time and for any reason. Subject to the appointment, removal and veto rights of the Developer provided herein, the directors shall be elected by the Members at annual meetings of the Membership thereafter. Nothing herein shall impair or abridge any of the rights or powers granted to or reserved for the Developer in the Declaration or elsewhere in these Bylaws.

After the expiration of the Developer Control Period, the Members shall elect five (5) Board members, each to serve until the next Annual Meeting (or until a successor is elected and qualified) and each of whom must be a Member. Thereafter, the Board shall consist of not less than three (3) Members nor more than seven (7) Members as may be fixed or changed from time to time, within the minimum and maximum by the Board. Elections of Board members shall be conducted so as to create staggered terms with two (2) classes of approximately equal size (e.g., for a Board consisting of 5 directors, elections shall be conducted so as to create two classes of directors consisting of three directors and two directors, respectively, which shall be elected to serve staggered two-year terms). Except as required to provide or maintain staggered terms as provided herein, each member shall serve a two (2) year term (or until a successor is elected and qualified). Board members may succeed themselves in office.

Section 5.3 Election of Board Members: Subject to the right of the Developer to appoint Directors as provided in Section 5.2, the election of all Board members shall be by ballot. Persons receiving the highest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.4 Removal: During the Developer Control Period, the Developer may remove any Board member at any time and for any reason. After the Developer Control Period, any Board member may be removed from the Board, with or without cause, by a vote of a majority of the votes entitled to be cast by Members present and entitled to vote at any meeting of the Membership at which a quorum is present; provided, however, that the notice of the meeting must state that the purpose or one of the purposes of the meeting is to remove the Board member. Board members appointed by the Developer may only be removed by the Developer. If any Board members are so removed, their successors as Board members may be appointed by the Developer or elected by the Membership at the same meeting to fill the unexpired terms of any Board member removed.

Section 5.5 Vacancies: During the Developer Control Period, the Developer shall have the right to fill all vacancies occurring in the Board. After the Developer Control Period, any vacancy occurring in the Board may be filled by a majority vote of the remaining Board members, though less than a quorum, or by the sole remaining Board member; provided, however, that any vacancy created by an increase in the authorized number of Board members shall be filled only by election at an Annual or substitute Annual Meeting or at a Special Meeting of Members called for that purpose. The Members may elect a Board member at any time to fill any vacancy not filled by the Board members. As provided in Section 5.4, the Developer or the Membership shall have the first right to fill any vacancy created by the Developer or the Membership's removal of a Board member by electing a replacement at the meeting where the removal occurs.

Section 5.6 Chairman: The President shall serve as the Chairman of the Board unless and until the Board elects another member of the Board to serve as Chairman. The Chairman shall preside at all meetings of the Board and perform such other duties as may be directed by the Board. The Chairman may be removed and replaced by a majority vote of the Board at any time.

Section 5.7 Compensation: No Member of the Board shall receive any compensation from the Association for acting as such; provided, however, each Board member shall be reimbursed for reasonable out-of-pocket expenses incurred and paid by him or her on behalf of the Association and approved by the Board, and nothing herein shall prohibit the Board from reasonably compensating a Board member for unusual and extraordinary services which are beyond services usually and customarily provided by Board members. Further, each Board member, by assuming office, waives the right to institute suit against or make any claim upon the Association for compensation based upon his or her service as a Board member.

Section 5.8 Loans to Board Members or Officers Prohibited: No loans shall be made by the Association to its Board members or officers. Board members who vote for or assent to the making of a loan to a Board member or officer of the Association, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

Section 5.9 Indemnification and Liability of Board Members: To the extent permitted by the provisions of the South Carolina Nonprofit Corporation Act in effect at the applicable time, each Board member is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as a Board member. Such indemnity shall be subject to approval by the Members only when such approval is required by said Act. In addition, and to the fullest extent permitted by law, no director shall have any personal liability for monetary damages arising out of any action, whether by or in the right of the corporation or otherwise, for breach of any duty as a director except as provided by S.C. Code§ 33-31-851(d).

Section 5.10 Meetings of the Board:

A. Regular Meetings: Regular Meetings may be held, without notice, at such dates, times and locations as may be fixed from time to time by the Board by consent as provided in Section 5.11 or by majority vote as provided in subsection E. below.

B. Special Meetings: Special Meetings shall be held when called by the Chairman of the Board, the President of the Association, or by a majority of the Board members upon written notice sent to each Board member by any usual means of communication not less than five (5) days before the meeting.

C. Waiver of Notice: The notice provided for herein may be waived in a written instrument signed by those Board members who do not receive said notice. Attendance by a Board member at a meeting shall constitute a waiver of notice of such meeting unless the subject Board member at the beginning of the meeting (or promptly upon his or her arrival)

objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

D. Meeting Place: The Board may hold Regular or Special Meetings either inside or outside the State of South Carolina. The Board is expressly authorized to conduct meetings and allow Directors to attend meetings through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by such means shall be considered to be present in person at the meeting.

E. Quorum: A majority of the Board members then holding office shall constitute a quorum for the transaction of business and every act or decision done or made by a majority of the Board members present at a duly held meeting at which a quorum is present shall be regarded as the act or decision of the Board.

Section 5.11 Action Without Meeting: The Board members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent and approval of all the Board members as permitted by S.C. Code § 33-31-821. Consent and approval may be obtained by email or other electronic means as authorized under Section 2.3 above. Any action so approved shall have the same effect as though taken at a meeting of the Board. Said written approval shall be filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5.12 Presumption of Assent: A Board member who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board member who voted in favor of such action.

Section 5.13 Powers of the Board: The Board shall have the authority to exercise all powers of the Association necessary for the administration of the affairs of Sweetwater Hills except such powers and duties as by law or by the Declaration may not be delegated by the Members to the Board. The powers that may be exercised by the Board shall include, but shall not be limited to, the following:

- A. Operation, care, upkeep, and maintenance of the Common Properties, to the extent such operation, care, upkeep, and maintenance is not the obligation of the Owners;
- B. Determination of the funds required for operation, administration, maintenance and other affairs of Sweetwater Hills and collection of the assessments (both annual assessments and special assessments) from the Owners, as provided in the Declaration;

- C. Employment and dismissal of personnel (including without limitation the Independent Manager) necessary for the efficient operation, maintenance, repair, and replacement of the Common Properties;
- D. Adoption of rules and regulations covering the details of the operation, maintenance, repair, replacement, use and modification of the Common Properties and the Lots;
- E. Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- F. Obtaining insurance as required or permitted under the terms of the applicable provisions of the Declaration;
- G. Keeping detailed, accurate financial records for the Association as required by the South Carolina Nonprofit Corporation Act. All books and records shall be kept in accordance with good and accepted accounting practices;
- H. Keeping a complete record of the minutes of all meetings of the Board and Membership in which minute book shall be inserted actions taken by the Board and/or Members by written ballot or written consent without a meeting;
- I. Supervising all officers, agents and employees of the Association and ensuring that their duties are properly performed;
- J. Enforcing, on behalf of the Association, the obligations and assessments provided in the Declaration, including, but not limited to, the institution of civil actions to enforce payment of the assessments as provided in the Declaration, the institution of actions to foreclose liens for such assessments in accordance with the terms of the Declaration, the imposition of charges for late payment of assessments, and after notice and an opportunity to be heard, levying reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association;
- K. Making repairs, additions, improvements, and alterations to or restoration of Sweetwater Hills in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding;
- L. Enforcing by any legal means or proceeding the provisions of the Articles of Incorporation of the Association, these Bylaws, the Declaration or the rules and regulations hereinafter promulgated governing Sweetwater Hills, including use of the Common Properties; provided, however, neither the Board nor the Association shall have the power to institute, pursue, join, intervene in, settle or compromise litigation, arbitration or other proceedings against the Developer: (i) in the name of or on behalf of any Owner (whether one or more), or (ii) pertaining to a claim relating to the design, construction or repair of a

Lot or any improvements on a Lot. This provision may not be amended to remove or modify this right of action limitation and restriction with respect to the Developer without the expressed written consent of the Developer;

M. Paying all taxes and assessments which are or may become liens against any part of the Common Properties, and to assess the same against the Owners;

N. Hiring attorneys and other professionals;

O. Maintaining and repairing any Lot or Improvement, if such maintenance or repair is required by the Declaration or is necessary in the discretion of the Board to protect the Common Properties or any other Lot or Improvement or if the Owner of such Lot has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Owner;

P. Entering any Lot when necessary in connection with any maintenance, repairs, or construction for which the Board is responsible; provided, however, such entry shall be made during reasonable hours and with notice to the Owner whenever practicable. Any damage caused thereby shall be repaired by the Board and such expenses shall be treated as a common expense of the Association;

Q. Signing all agreements, contracts, deeds, and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by either the President, any Vice President, the Treasurer, or the Assistant Treasurer of the Association;

R. Furnishing certificates setting forth the amounts of unpaid assessments that have been levied upon a Lot to the Owner or mortgagee of such Lot, or a proposed purchaser or mortgagee of such Lot, and imposing and collecting reasonable charges therefor;

S. Exercising any other powers allowed or provided for in the Declaration, the Articles of Incorporation, and these Bylaws or otherwise by law, including, without limitation, Chapter 33 of the South Carolina Code; and

T. Governing the conduct and procedure of meetings of the Association.

Section 5.14 Independent Manager: The Board may employ or enter into a management contract with any individual, firm or entity it deems appropriate and in the best interest of the Association. The Board may delegate to such person, firm, or entity (referred to in these Bylaws as "Independent Manager") any duties of the Board and/or the officers of the Association or any responsibilities for the management of Sweetwater Hills as the Board deems appropriate. Provided, however, that the Board may not delegate to the Independent Manager responsibilities and duties which may not be delegated under South Carolina law. The Independent Manager's

contract shall be for a term not to exceed three (3) years. The Board shall have the authority to fix reasonable compensation for the Independent Manager. The Independent Manager shall at all times be answerable to the Board and subject to its direction.

ARTICLE 6

COMMITTEES

Section 6.1 Committees of the Board: The Board may create such committees as it deems necessary and appropriate to aid the Board in carrying out its duties and responsibilities with respect to the management of Sweetwater Hills as permitted under S.C. Code § 33-31-825. Any vacancy occurring on a committee shall be filled at a regular or special meeting of the Board by a majority of the number of Board members then holding office. Any member of a committee may be removed at any time, with or without cause, by a majority of the number of Board members then holding office. Each committee shall keep regular minutes of its proceedings and report the same to the Board when required. The designation of committees and the delegation of authority thereto shall not operate to relieve the Board or any member thereof of any responsibility or liability imposed upon it or him by law.

Section 6.2 Advisory Committees: In addition to committees of the Board, the Board may, in its sole discretion, appoint committees consisting of other members and/or non-members of the Board from time to time to perform such tasks as the Board deems necessary or desirable. Any such committees shall be advisory only and shall not have the power to exercise any authority of the Board. Each such committee shall report to the Board on its work when and as requested by the Board. The Board shall have the power to fill any vacancy occurring on a committee and may remove any member of a committee at any time, with or without cause. These committees may be terminated and disbanded by the Board at any time, with or without cause. While these committees may provide information and make recommendations to the Board, neither the committee nor any of its members shall have the authority to speak on behalf of the Association or the Board, and the Board shall remain fully and solely responsible for the discharge of all of its duties and responsibilities in the Declaration, these Bylaws or South Carolina law.

ARTICLE 7

OFFICERS

Section 7.1 Enumeration of Officers: The officers of the Association shall consist of a President, a Secretary, a Treasurer and one or more Vice Presidents, and such other officers as the Developer during the Developer Control Period or the Board thereafter may from time to time appoint. Except for the President, no officer need be a member of the Board.

Section 7.2 Appointment and Term: During the Developer Control Period, the officers shall be appointed and may be removed by the Developer at any time. After the termination of the

Developer Control Period, the officers of the Association shall be elected annually by the Board at the first meeting of the Board following the Annual or Substitute Annual Meeting of the Members and shall serve one (1) year terms of office. Each officer shall hold office until his death, resignation, or removal or until his successor is appointed.

Section 7.3 Removal: Any officer may be removed by the Developer (if appointed by the Developer) or the Board (if elected by the Board) whenever the Developer or Board, in its sole discretion, determines that the best interest of the Association will be served thereby.

Section 7.4 Vacancy: A vacancy in any office may be filled by the Developer or the Board, depending on which has the power to appoint or elect the officers at the time. The officer appointed to fill a vacancy shall serve for the remaining term of the officer he or she is appointed to replace.

Section 7.5 Multiple Offices: The person holding the office of President shall not, at the same time, also hold the office of Secretary or Treasurer. Any other offices may simultaneously be held by one person. Any officer may also be a member of the Board.

Section 7.6 President: The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. The President shall also preside at all meetings of the Board unless and until the Board elects another member of the Board to serve as Chairman. In addition, the President shall: (i) see that the orders and resolutions of the Board are carried out; (ii) sign all written agreements or instruments on behalf of the Association, and co-sign all promissory notes of the Association, if any, with the Treasurer; and (iii) have all of the general powers and duties which are incident to the office of President of a corporation organized under the South Carolina Nonprofit Corporation Act in connection with the supervision, control and management of the Association in accordance with the Declaration.

Section 7.7 Vice Presidents: The Vice Presidents shall, in the absence or disability of the President and in the order of their appointment, unless otherwise determined by the Board, perform the duties, and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Board shall prescribe.

Section 7.8 Secretary: The Secretary shall: (i) keep the minutes of all meetings of the Members and of the Board; (ii) have charge of such books and papers as the Board may direct; and (iii) in general, perform all duties incident to the Office of Secretary of a corporation organized under the South Carolina Nonprofit Corporation Act.

Section 7.9 Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall: (i) be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements; (ii) be responsible for the preparation of all required financial statements; (iii) co-sign promissory notes of the Association, if any; (iv) prepare a proposed annual budget (to be approved by the Board) and any other reports to be furnished to the Members as required in the Declaration; and (v) perform all duties incident

to the office of Treasurer of a corporation organized under the South Carolina Nonprofit Corporation Act.

Section 7.10 Compensation: Officers shall not be compensated for usual and ordinary services rendered to the Association incident to the offices they hold. The Board may, however, reasonably compensate any officer or officers who render unusual and extraordinary services to the Association beyond those usually and customarily expected of persons serving as officers. Each officer, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon services usually or customarily rendered by persons occupying the office he holds.

Section 7.11 Indemnification and Liability of Officers: To the extent permitted by the provisions of the South Carolina Nonprofit Corporation Act in effect at the applicable times, each officer is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as an officer. Such indemnity shall be subject to approval by the Members only when such approval is required by said Act. In addition, and to the fullest extent permitted by law, no officer shall have any personal liability for monetary damages arising out of any action, whether by or in the right of the corporation or otherwise, for breach of any duty as an officer, except as to actions by the officer analogous to the type of director actions referenced in S.C. Code§ 33-31-851(d).

Section 7.12 Amendment Authority: Certification of amendments to the Declaration may be prepared, executed, certified, and recorded by the President, the Secretary, the Treasurer, or any Vice President of the Association.

ARTICLE 8

AMENDMENTS

Section 8.1 Amendments by Board during Developer Control Period. Subject to the last sentence of Section 8.3 and during the Developer Control Period, these Bylaws may be amended by the Board as provided in S.C. Code § 33-31-1020 and the Members shall not be entitled to any vote thereon.

Section 8.2 Amendments by Members after the Expiration of Developer Control Period. After the expiration of the Developer Control Period, these Bylaws may be amended with the approval of the Board and the Members as provided in S.C. Code§ 33-31-1021. In addition, any amendment must be approved in writing by the Developer for so long as the Developer owns any portion of Sweetwater Hills.

Section 8.3 Binding Effect of Amendment. All persons or entities who own or hereafter acquire any interest in Sweetwater Hills shall be bound by any amendment to these Bylaws which is duly adopted as provided herein. No amendment to these Bylaws shall be adopted or passed

which shall impair or prejudice the rights or powers of the Developer, without the written consent of Developer.

ARTICLE 9

MISCELLANEOUS

Section 9.1 Severability: Invalidation of any covenant, condition, restriction or other provision of the Declaration or these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

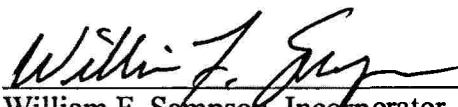
Section 9.2 Successors Bound: The rights, privileges, duties, and responsibilities set forth in the Declaration, as amended from time to time, shall run with the ownership of real property within Sweetwater Hills and shall be binding upon all persons who own or hereafter acquire any interest in Sweetwater Hills.

Section 9.3 Gender, Singular, Plural: Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

Section 9.4 Nonprofit Corporation: No part of the Association's assets or net income shall inure to the benefit of any of the Members, the officers of the Association, or the members of the Board, or to any other private individual either during its existence or upon dissolution except as reasonable compensation paid or distributions made in carrying out its declared nonprofit purposes as set forth in the Declaration, the Articles of Incorporation of the Association, and these Bylaws.

Section 9.5 Books and Records: The books and records of the Association shall be available for inspection as provided in Article 16 of Chapter 31 in Title 33 of the South Carolina Code.

IN WITNESS WHEREOF, these Bylaws have been adopted by the undersigned incorporator as provided in S.C. Code§ 33-31-206 this the 5 day of January, 2024.



 William F. Sampson, Incorporator

SWEETWATER HILLS HOMEOWNERS ASSOCIATION OF SPARTANBURG, INC.

("ASSOCIATION")

BYLAWS

Officer Certification

The undersigned is the President and a duly-elected director of the Association named above and certifies that the attached document is a true and correct copy of the Bylaws of Sweetwater Hills Homeowners Association of Spartanburg, Inc.

Dana Monsees
Witness no. 1

SWEETWATER HILLS HOMEOWNERS ASSOCIATION OF SPARTANBURG, INC.

Louise A. Ward
Witness no. 2 and Notary Public

By: Ellsworth Gallimore
Ellsworth Gallimore, President and Director

STATE OF Florida

COUNTY OF Orange

This 5th day of January, 2024, personally came before me **Ellsworth Gallimore** who, being by me duly sworn, says that he is the President and a duly-elected director of **Sweetwater Hills Homeowners Association of Spartanburg, Inc.**, and that said writing was signed by him, in his capacity as President and director, by its authority duly given, and on behalf of the nonprofit corporation.

Louise A. Ward
Notary Public

[NOTARIAL SEAL]

Printed Name: LOUISE A.W. 920



LOUISEA. WARD
Commission # GG 950082
Expires January 29, 2024
Bonded Thru Budget Notary Services

My commission expires: 1-29-24