



THEREFORE, the Declarant hereby executes this Declaration to create Ridgeville Crossing and declares that henceforth all portions of the Property shall be held and owned subject to the following terms, provisions, covenants, conditions and restrictions, which shall run with the Property and which shall be binding upon all owners of any portion of the Property and their lessees, guests, mortgagees, heirs, executors, administrators, successors and assigns.

**Article I. INTENTIONALLY DELETED.**

**Article II. Definitions.**

The definitions set forth below shall have the specific meanings stated:

“Ad Valorem Tax Assessments” shall mean assessments levied in accordance with Section 9.6 below.

“Annexation Declaration” shall mean an instrument recorded at the Spartanburg County Register of Deeds that subjects additional land to this Declaration.

“Architectural Guidelines” shall mean the architectural, design and construction guidelines and review procedures adopted pursuant to Article V below, as they may be amended.

“Area of Extended Lot Owner Responsibility” shall mean and refer to that portion of the road right-of-way, whether owned by the Developer, the Association, or any applicable governmental entity, extending from the end of the road’s curbing (or the end of the pavement itself, if no curbing exists) to any property lines of a Lot that is contiguous to the road. Unless designated as Common Area or unless the Association has assumed the maintenance responsibility, each Owner shall be responsible for the maintenance and proper use of their corresponding Area of Extended Lot Owner Responsibility pursuant to the provisions of this Declaration, including without limitation obtaining appropriate Architectural Control Authority approvals, in addition to any other applicable governmental approvals, that may be required for any and all Structures and landscaping built upon or located in the Area of Extended Lot Owner Responsibility. All remedies available to the Developer and the Association, When Empowered, for the failure of an Owner to the property maintain, use, or construct or locate Structures upon the Area of Extended Lot Owner Responsibility, as provided for in this Declaration. Said authority of the Developer and the Association, When Empowered, to control the Areas of Extended Lot Owner Responsibility.

“Articles of Incorporation” shall mean the Articles of Incorporations for Ridgeville Crossing Community Association, Inc., a South Carolina nonprofit corporation.

“Association” shall mean Ridgeville Crossing Community Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

“Base Assessment” shall mean the assessment levied on all Lots subject to assessment under Article IX below to fund common expenses, as determined in accordance with Article IX below.

“Board of Directors” or “Board” shall mean the executive board of the Association, as created by the Articles of Incorporation and Bylaws.

“Bylaws” shall mean the bylaws of the Association as they now or hereafter exist and as they may be amended from time to time.

"Common Area" or "Common Areas" shall mean all property, and any improvements thereon, wherever located, owned or leased by or dedicated to the Association, subjected to an easement or license in favor of the Association for the common use and enjoyment of Members or designated on the recorded subdivision plats for the Community as "Open Space", "Common Open Space" or "Common Area". Common Area shall include all water and sewer lines serving more than one Lot and located outside any public rights-of-way or utility easements. Common Area shall include any drainage easements, stormwater pipes, detention and retention facilities not accepted by any governmental authority for maintenance. Common Area shall include any roads, streets, sidewalks, entranceways and cul-de-sacs in the Community not accepted by any governmental authority for maintenance.

"Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community, or the minimum standards established pursuant to the Architectural Guidelines, Rule and Regulations, and Board resolutions, whichever is the higher standard. Declarant shall initially establish such standard, which may involve both objective and subjective elements. The Community-Wide Standard shall evolve as the Community evolves.

"Declarant" shall mean ARCAAE, LLC, a South Carolina limited liability company, or any successor or assign designated as Declarant in a Recorded Document executed by the immediately preceding Declarant.

"Declarant Control Period" shall mean the period of time during which Declarant holds a fee interest or contractual right in any portion, however small, of the land described in **Exhibit A** and/or **Exhibit B** attached hereto and incorporated herein.

"Declaration" shall mean this Declaration of Restrictive Covenants for Ridgeville Crossing and any amendments hereto or restatements hereof.

"Governing Documents" shall mean, collectively, this Declaration, any applicable Supplemental Declaration, the Articles of Incorporation, the Bylaws, the Architectural Guidelines and the Rules and Regulations, as the same may be amended from time to time.

"Lot" shall mean any separate parcel of land within the Community designated for separate ownership or occupancy and residential use.

"Limited Common Area" shall mean a portion of the Common Area directly located behind lots 25 - 61 reserved for the exclusive use of those Lots, the Association and the Declarant.

"Member" shall mean and refer to every person or entity entitled to membership in the Association as provided in Article III below.

"Mortgage" shall mean a mortgage recorded at the Spartanburg County Register of Deeds that is a lien against any Lot. "Mortgagee" shall refer to a beneficiary or holder of a Mortgage. A "First Mortgage" shall be a Mortgage having priority over all other Mortgages encumbering a Lot. "First Mortgagee" shall refer to a beneficiary or holder of a First Mortgage.

"Neighborhood" shall mean any area or areas within the Community designated by a Supplemental Declaration to be a distinct or separate residential area within the Community, the residents of which will share or have in common expenses, interests, concerns, responsibilities, needs or uses not shared by or common to all residents within the Community.

“Neighborhood Assessments“ shall mean assessments levied in accordance with Section 9.7 below.

“Neighborhood Expenses” shall mean the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Neighborhood or Neighborhoods, which may include reasonable reserves for capital repairs and replacements and reasonable administrative charges, as may be authorized pursuant to this Declaration or in the Supplementary Declaration(s) applicable to such Neighborhood(s).

“Occupant“ means any person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such person is a tenant of the Owner of such property. “Occupants” shall refer to more than one Occupant.

“Owner” shall mean and refer to an owner of record of a fee simple interest in any Lot, including contract sellers, but excluding those having an interest only as security for the performance of an obligation. There may be more than one Owner of any single Lot.

“Recorded Document” shall mean any document, including any map or plat of survey, recorded at the Office of the Register of Deeds of Spartanburg County, South Carolina.

“Rules & Regulations“ shall mean the initial rules and regulations for use and occupancy of the Lots and the Common Area set forth in **Exhibit C**, as they may be supplemented, modified, restated or superseded pursuant to Article IV below.

“Special Assessments” shall mean assessments levied in accordance with Section 9.4 below.

“Specific Assessments” shall mean assessments levied in accordance with Section 9.5 below.

“Supplemental Declaration“ shall mean any declaration of covenants, conditions and/or restrictions that Declarant may file at the Spartanburg County Register of Deeds subsequently to filing this Declaration, which shall apply only to a particular area or areas within the Community. Such Supplemental Declaration may supplement, change, amend or supersede the terms and provisions of this Declaration as necessary to accommodate differences between the plan of the development for the subject property and the plan of the development for the rest of the Community.

### **Article III. Ridgeville Crossing Community Association, Inc.**

Every person or entity who is an owner of a fee or undivided fee simple interest in any of the Lots shall be a Member of the Association. Ownership of such interest shall be the sole qualification for membership, and membership shall be appurtenant to and shall not be separated from such ownership. The Association shall be organized and governed as follows:

3.1. Purposes. The purposes of the Association shall be:

- a. To operate, maintain and preserve all Common Areas, and all roads, streets, sidewalks, decorative and protective structures (including but not limited to entry monuments and buffer walls), ponds, lakes, utilities, landscaped areas and other improvements located thereon, if any;
  - b. To enforce the provisions of the Governing Documents;
  - c. To perform all duties and functions allotted to owner's associations;
  - d. To promote and to protect the enjoyment and beneficial use and ownership of the Lots;
- and
- e. To promulgate and enforce the Rules and Regulations and administrative rules and regulations for use of the Common Area.

3.2. Powers and Responsibilities. The Association shall have all rights, powers and responsibilities and shall perform all duties and functions that may be assigned to it by Declarant pursuant to this Declaration.

3.3. Voting Rights and Meetings. On matters of Association business submitted to vote of the membership, there shall be two classes of membership:

Class A. Every person who is an Owner, with the exception of the Declarant, shall be a Class A Member. Class A Members shall be entitled to one (1) vote per Lot. No more than one vote per Lot may be cast by Class A Members, regardless of the number of Owners of a given Lot.

Class B. The Declarant shall be the sole Class B Member. Class B membership shall be a full voting membership and, during its existence, the Class B Member shall be entitled to vote on all matters or issues before or considered by the Association. The Class B Member shall be entitled to one (1) vote for each Lot it owns, plus one (1) vote for each Lot owned by a Person other than the Declarant. The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following events occur: (i) the date that all the Lots in the Community have been conveyed by the Declarant to other Owners; (ii) the surrender by the Declarant of the right to appoint or remove any officer of the Association or member of the Board by a Recorded Document executed by the Declarant; or (iii) the expiration of Declarant's rights to appoint or remove any officer of the Association or member of the Board pursuant to Article XI below.

Unless otherwise provided herein, all voting matters shall be decided by a simple majority vote. Requirements for a quorum shall be as provided by the Bylaws. The Members shall meet as provided by the Bylaws.

3.4 Bylaws. The initial Board shall enact and adopt all and any Bylaws that they deem necessary for the operation of the Association, which Bylaws shall be binding upon all Members, their Mortgagees, lessees, agents and invitees.

**Article IV. Use and Occupancy of Lots and Common Areas.**

4.1. Fundamental Restriction on Use.

The Lots and Common Area shall be used for residential and related purposes only, subject to and consistent with the Governing Documents, including the Rules and Regulations; provided that Declarant, the Association and/or builders approved by Declarant may maintain a business or management office within the Community, and provided that Declarant and/or any brokers or builders approved by Declarant may maintain information centers, model homes and sales offices within the Community. Notwithstanding the above, home business use ancillary to the primary residential use of a Lot is permitted, subject to the Rules and Regulations and all applicable laws and ordinances of governmental authorities.

4.2. Fundamental Restriction on Occupancy.

All Occupants of a single Lot shall be members of a single family. For purposes of this Declaration, a single family unit is defined as a group of individuals related by blood, marriage, adoption, or guardianship, or not more than three (3) persons not so related, living together as a single housekeeping unit. The number of Occupants on each Lot shall also be reasonably limited by the Lot's size and facilities and by a policy against disproportionate use of the Common Areas.

4.3. Additional Restrictions on Use and Occupancy of Lots.

Use and occupancy of all Lots shall be restricted as follows:

4.3.1 Completion of Construction. Once construction of any structure located within the Community is begun, it must be prosecuted diligently and must be completed within twelve months of its commencement, unless otherwise approved in writing by Declarant.

4.3.2 Subdivision of Lots. No dwelling shall be erected on less than one Lot and no Lot shall be subdivided; however, owners of adjoining Lots may adjust a common boundary line, provided that the adjustment conforms in all respects with all applicable governmental regulations and ordinances, and with this Declaration.

4.3.3 Signs. No signs, billboard, banner or item of similar nature shall be displayed to public view on any Lot, right of way or Common Area without the prior written approval of the ARC (as defined in Section 5.2.2 below), including, but not limited to a "for sale", "for rent" or "garage sale" sign. This provision shall not apply to marketing, construction, advertising or informational signs placed on any Lot, right of way or Common Area by Declarant or a builder approved by Declarant. The Association may have the right to remove, have removed, or require the removal of any such sign which in its opinion would not otherwise be allowed under this Declaration or as amended or supplemented. A valid easement shall exist on any Lot for such removal by the Association or its agents. Notwithstanding anything to the contrary herein, the rights of Owners and Occupants to display on their Lots flags and political signs normally displayed in or outside of residences in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, number, size, place and manner restrictions regulating displays which are visible from outside the Lot.

4.3.4 Refuse Storage. No Lot shall be used or maintained as a dumping ground for rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or

material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Lots. Trash, garbage or other waste shall not be burned or disposed of on any Lot and shall be kept in sanitary containers approved by the ARC. All equipment for the storage prior to disposal of such material shall be kept in a clean and sanitary condition. The placement of containers shall be approved by the ARC and, in any event, shall be kept in an enclosed area not subject to view from any person, from any direction.

4.3.5 Storage of Building Materials. No lumber, brick, stone, cinder block, concrete block, cement or other materials used for building purposes shall be stored upon any Lot longer than a reasonable time for the completion of the construction in which they are to be used.

4.3.6 Temporary Structures. No temporary structures such as sheds shall be erected or placed on a Lot without the written approval of the Declarant or the Association. Such structures, if permitted, may be used only during periods of construction, and never as a residence.

4.3.7 Parking and Vehicle Storage. Only licensed and operative vehicles, classified as passenger cars, station wagons, passenger pick-up trucks or passenger vans may be regularly parked in driveways. Parking in the street, front yard, side yard, and back yard are prohibited. No recreational vehicles of any kind may be permitted to park anywhere in the Community. For the purposes of this Declaration, a recreational vehicle or "RV" shall mean any van, utility vehicle or similar type of vehicle that is used for recreational purposes, such as camping, and may be equipped with living facilities. No vehicle will be permitted to park regularly on any roadway within the Community. No vehicle located on a Lot may be used as a dwelling, even temporarily.

4.3.8 Offensive Activities Prohibited. No noxious or offensive activity shall be conducted upon any Lot or Common Area, nor shall anything be conducted thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or to the Occupants of any Lot.

4.3.9 Underground Utilities. All utility lines serving structures located on Lots shall be placed underground.

4.3.10 Mobile Homes and Manufactured Housing. No mobile home, trailer or manufactured housing shall be located on any Lot.

4.3.11 Screening. Satellite dishes, antennae, clotheslines, pet enclosures and the like shall not be located on a Lot so as to be visible from any roadway or any other Lot. Boats, boat trailers and campers shall not be located on a Lot, except stored inside of a closed garage, unless fencing has been installed on the Lot to screen the boats, boat trailers and/or campers so that they are not visible from any roadway or any other Lot.

4.3.12 Square Footage Restrictions. Any dwelling erected on a single-story residential Lot shall contain a minimum enclosed area of one thousand two hundred (1,200) square feet. Any dwelling erected on a one-and-a-half story residential Lot shall contain a minimum enclosed area of one thousand two hundred (1,200) square feet on the bottom floor and two hundred (200) square feet on the top floor. Any dwelling erected on a two-story residential Lot shall contain a minimum enclosed area of one thousand and five hundred (1,500) square feet. The term "enclosed area" as used in this Section shall mean the total enclosed area within a dwelling subject to heating and cooling; provided, however, that the terms does not include garages, terraces, open porches, decks and stoops regardless of heating and cooling. Variances of these square footage requirements may be granted by the Reviewer pursuant to Section 5.6, but in no case shall the size be less than that required by the governmental agency having jurisdiction over the Property.

4.3.13 Swimming Pools and Trampolines. No above ground swimming pools and no trampolines shall be located on any Lot.

4.3.14 Fencing. Subject to the architectural control authority of the Declarant, during the Declarant Control Period, the Board of Directors and the Architectural Review Committee, fences may be installed from the rear corners of the residential home located on the lot to the rear of the property. All fences will be installed on the side and rear property lines. Except for special and unique circumstance fences located on adjacent lots must adjoin on the side and rear property lines creating a single fence that is shared by both property owners and thereby preventing any condition where there would be space between the neighboring fences. There shall be a maintenance easement granted to both affected owners for the sole purpose of maintaining this fence. In order to create a harmonious development, only two (2) styles of fences shall be permitted within Ridgeville Crossing, Charleston Style wooden privacy fences and black decorative aluminum fences. All privacy fences shall be a Charleston Style wooden privacy fences six (6) feet or, with approval, may also be at a height of 42 inches described more particularly in Exhibit D. Wooden privacy fences shall be stained with a solid stain. The stain color of all wooded fences shall be Sherwin Williams Belvedere Tan, Stock #3002. All fences must be installed in a professional and workman like manner and at all times maintained in a state of good appearance and repair. No monetary consideration will be entitled to any owner of existing fence already in place.

#### 4.4. Rules and Regulations

In addition to the restrictions stated above, which may be modified or rescinded only by an amendment to this Declaration, use and occupancy of the Lots and Common Area shall be subject to the Rules and Regulations, which are intended to govern day-to-day use and occupancy of the Lots and Common Areas. The initial Rules and Regulations are set forth in **Exhibit C** attached hereto and incorporated herein. In order to adapt and respond to changing or unforeseen circumstances affecting the Community, the Declarant, the Association and the Owners must have the ability to change the Rules and Regulations in an expedited and inexpensive manner. Accordingly, the Rules and Regulations may be amended, supplemented and/or rescinded and restated as set forth in this Section 4.4.

4.4.1. Declarant's Authority. During the Declarant Control Period, the Declarant shall have the unilateral right to amend, supplement and/or rescind and restate the Rules and Regulations, without prior notice to the Association or to other Owners; provided that no such action by Declarant may have a materially adverse effect on title to or marketability of any Lot.

4.4.2. Board Authority. The Board may amend, supplement and/or rescind and restate the Rules and Regulations. The Board shall send notice by mail to all Members concerning any such proposed action at least five business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. The Board's decision on such action shall be final, subject only to subsection 4.4.1 above.

4.4.3. Members' Authority. Members representing more than Fifty (50%) percent of the total votes in the Association, at an Association meeting duly called for such purpose, may amend, supplement and/or rescind and restate the Rules and Regulations.

4.4.4. Conflicts. Nothing in this Article shall authorize the Board to modify, repeal or expand the Architectural Guidelines or any provision of this Declaration. In the event of a conflict between the Architectural Guidelines and the Rules and Regulations, the Architectural Guidelines shall control. In the event of a conflict between this Declaration and the Rules and Regulations, this Declaration shall control.



4.5. Limitations. The right and ability of the Declarant and the Board to amend, supplement or restate the Rules and Regulations shall be limited as follows:

4.5.1. Displays. The rights of Owners to display religious and holiday signs, symbols and decorations inside structures on their Lots of the kinds normally displayed in single-family residential neighborhoods shall not be abridged, but no such display may violate the Community-Wide Standard or violate any other provision of this Declaration.

4.5.2. Activities Within Dwellings. No rule established pursuant to this Article shall interfere with the activities carried on within the confines of dwellings, except that the Association may restrict or prohibit any activities that create costs for the Association or other Owners, that create a danger to the health or safety of others, that generate excessive noise, traffic or use of parking facilities, that create unsightly conditions visible outside the dwelling or that otherwise violate the provisions of this Declaration or any applicable governmental law, ordinance or regulation.

4.5.3. Alienation. No rule promulgated pursuant to this Section shall prohibit leasing or transfer of any Lot or require consent of the Association or Board for leasing or transfer of any Lot; however, the Association may require a minimum lease term of six (6) months and otherwise regulate the leasing of Lots.

4.5.4. Abridging Existing Rights. No rule shall require an Owner to dispose of personal property that was in or on a Lot prior to the adoption of such rule and which was in compliance with all rules previously in force. This limitation shall apply only for the duration of such Owner's ownership of the Lot personally, and this right shall not run with title to any Lot.

The limitations stated in this subsection shall not apply to amendments to this Declaration.

4.6 Common Area Administrative Rules.

The Board may promulgate and enforce administrative rules and regulations governing use of the Common Areas without notice to the Members or any hearing. Examples of such administrative rules and regulations shall include, but not be limited to, setting hours of operation of a recreational facility or allocating or reserving use of a facility by particular individuals at particular times.

4.7 Notice to Purchasers and Mortgagees.

All prospective purchasers and mortgagees are given notice that use of the Lots and the Common Area is restricted and governed by the Rules and Regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Purchaser, by acceptance of a deed, acknowledges and agrees that the use, enjoyment and marketability of his or her Lot shall be affected by the Rules and Regulations which may change from time to time, and that the current Rules and Regulations may not be set forth in a Recorded Document. **Take notice that the Declarant or the Association may have changed the initial Rules and Regulations since the recording of this Declaration.** The Association shall provide a copy of the current Rules and Regulations to any prospective purchaser Member or Mortgagee upon written request and payment of the reasonable cost of such copy.

**Article V. Architecture and Landscaping**

5.1. General.

No structure or thing, including but not limited to fences, shall be placed, erected, or installed upon any Lot or Limited Common Area and no improvements or other work (including staking, clearing, excavation, grading, and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place on any Lot or Limited Common Area except pursuant to approval and in compliance with this Article and the Architectural Guidelines.

No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of a dwelling located on his or her Lot without approval; provided that modifications to the interior of a dwelling visible from outside the structure shall be subject to approval.

Any improvements constructed on a Lot shall be designed by and built in accordance with the plans and specifications of a licensed architect unless otherwise approved by Declarant or its designee in its sole discretion.

This Article shall not apply to Declarant's activities or to the Association's activities during the Declarant Control Period.

5.2. Architectural Review.

5.2.1 By Declarant. Each Owner, by accepting a deed or other instrument conveying any legal or equitable interest in a Lot, acknowledges that, as the developer and owner of real estate in the vicinity of and within the Community, Declarant has a substantial interest in the quality and appearance of improvements within the Community, and in determining that they enhance Declarant's reputation as a developer and do not impair Declarant's ability to market, sell, or lease its property. Therefore, no Owner shall commence any activity within the scope of this Article on his or her Lot or Limited Common Area for which he or she is responsible unless and until Declarant or its designee has given its prior written approval for such activity, which approval may be granted or withheld in Declarant's or its designee's sole discretion.

In reviewing and acting upon any request for approval, Declarant or its designee shall act solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue or as long as Declarant owns any portion of the real property described in **Exhibit A** or **B** or has the right to expand The Community pursuant to Section 10.1, unless earlier terminated by Declarant by a Recorded Document.

Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder.

Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to any other Person or committee. Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (a) Declarant's right to

revoke such delegation at any time and reassume jurisdiction over the matters previously delegated, and (b) Declarant's right to veto any decision which Declarant determines, in its sole and exclusive discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of any other Person or committee shall be limited to such matters as are specifically delegated to it by Declarant.

5.2.2. Architectural Review Committee. Upon delegation by Declarant or upon expiration of the Declarant Control Period, the Association, acting through an architectural review committee ("ARC") appointed by the Board, shall assume jurisdiction over architectural matters. The ARC shall consist of at least three, but not more than seven, Persons who shall serve and may be removed and replaced at the Board's discretion. The members of the ARC need not be Members, and may, but need not, include architects, engineers, or similar professionals, whose compensation, if any, the Board shall establish from time to time.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Association or expiration of the Declarant Control Period, the Association shall have no jurisdiction over architectural matters.

5.3 Reviewer. For purposes of this Article, the committee or entity having jurisdiction over architectural matters in a particular case shall be referred to as the "Reviewer." The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals.

5.4 Guidelines and Procedures.

5.4.1 Architectural Guidelines. Declarant may prepare Architectural Guidelines applicable to Lots which may contain general provisions applicable to all Lots as well as specific provisions which vary among the Lots according to location, Neighborhood, use, or other factors. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer in considering applications hereunder. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Architectural Guidelines does not guarantee approval of any application. Further, the Architectural Guidelines may be more restrictive than guidelines followed by Spartanburg County or as set forth in the International Builder's Code.

Declarant shall have sole and full authority to amend the Architectural Guidelines as long as it owns any portion of the real property described in **Exhibit A** or **B** or has a right to expand the Community pursuant to Section 10.1, notwithstanding a delegation of reviewing authority, unless Declarant also delegates the power to amend the Architectural Guidelines. Upon termination or delegation of Declarant's right to amend, the ARC shall have the authority to amend the Architectural Guidelines with the Board's consent. Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

The Association shall maintain a copy of the Architectural Guidelines, as they may exist from time to time, and shall make them available to Members or Owners for inspection and copying upon reasonable notice during the Association's business hours. In Declarant's discretion, such Architectural Guidelines may be recorded at the Spartanburg County Registry, in which event the recorded version, as it may be amended, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

5.4.2 Procedures. Except as the Architectural Guidelines otherwise specifically provide, no activity described in Section 5.1 shall commence on any Lot until an application for approval has been submitted to and approved by the Reviewer. Such application shall include plans and specifications showing site layout, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The Architectural Guidelines and the Reviewer may require the submission of such additional information as deemed necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based solely on aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability or attractiveness of particular improvements. Subject to Declarant's veto power described below, the Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment. Such determinations shall not be subject to review so long as they are made in good faith and in accordance with the procedures described in this Article.

The Reviewer shall make a determination on each application within thirty (30) days after receipt of a completed application and all required information. The Reviewer may (a) approve the application, with or without conditions; (b) approve a portion of the application and disapprove other portions; (c) disapprove the application; or (d) request further or additional information. The Reviewer may, but shall not be obligated to, specify the reasons for any objections or offer suggestions for curing any objections.

Until expiration of Declarant's rights under this Article, the ARC shall notify Declarant in writing within three business days after the ARC has approved an application. The notice shall be accompanied by a copy of the application and any additional information which Declarant may require. Declarant shall have Ten (10) days after receipt of such notice to veto any such action, in its sole discretion, by written notice to the ARC and the applicant.

In any event, the Reviewer shall notify the applicant in writing of a final determination within forty-five (45) days after its receipt of a completed application and all required information. In the event that the Reviewer fails to respond in a timely manner, approval shall be deemed to have been given, subject to Declarant's veto right. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Architectural Guidelines unless the Reviewer has granted a variance pursuant to Section 5.6.

Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If construction does not commence on a project for which plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing construction of any proposed improvements. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Declarant, or any aggrieved Member.

The Reviewer may by resolution exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

5.5 No Waiver of Future Approvals.

Each Owner acknowledges that the Persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans, or in connection with any other matter requiring approval, shall not constitute a binding precedent in any other matter or waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

5.6 Variances.

The Reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

5.7 Limitation of Liability.

The standards and procedures this Article establishes are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Community; they do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on aesthetic considerations only. The Reviewer shall not bear any responsibility for ensuring (a) the structural integrity or soundness of approved construction or modifications, (b) compliance with building codes and other governmental requirements, (c) that Lots are of comparable quality, value, size, or of similar design, aesthetically pleasing, or otherwise acceptable to neighboring property owners, (d) that views

from any other Lots or the Common Area are protected, or (e) that no defects exist in approved construction.

Declarant, the Association, the Board, any committee, or any member of any of the foregoing shall not be held liable for soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the actions, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents; or any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Association shall defend and indemnify the Board, the ARC, and any members thereof as provided in the Bylaws.

5.8 Certificate of Compliance.

Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that such Owner's Lot has no known violations of this Article or the Architectural Guidelines. The Association shall either grant or deny such request within Thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall stop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

5.9 View Impairment.

Neither Declarant nor the Association guarantee or represent that any view over and across any portion of the Community or any adjacent property will be preserved without impairment. Any additions or changes, whether occurring in the course of developing or maintaining the Community, may diminish or obstruct any view from Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

**Article VI. Maintenance and Repair**

6.1 General All areas within the Property and all areas covered by easements or licenses owned or held by the Association shall be maintained to the Community-Wide Standard, and to all other standards stated in this Declaration, any Supplemental Declaration and the Bylaws, Rules and Regulations of the Association. The Association and the individual Owners shall be responsible for such maintenance, as provided in this Article VI.

6.2 Association Responsibility. Prior to their acceptance for public maintenance, any roads, streets, sidewalks, entranceways and cul-de-sacs in the Community shall be maintained by the Association. Such maintenance shall include repair and reconstruction, when necessary. Maintenance of the roads, streets, sidewalks, entranceways and cul-de-sacs in the Community shall conform to the standard of maintenance (if one is ascertainable) which would be required by the South Carolina Department of Transportation or other governmental entity before it would accept such roads, streets, sidewalks, entranceways and cul-de-sacs for maintenance.

The Association shall also maintain the following:

- a. All landscaped rights-of-way and all entry features;

b. All Common Areas, and all landscaping, paving, streets, sidewalks, structures and improvements of any nature located thereon;

c. All ponds, streams and culverts located on the Property which serve as part of any drainage and storm-water retention system; and

d. All signage, landscaping, irrigation systems, and other improvements installed by Declarant, its successors or assigns, on the Common Area adjacent to Lake Bowen Dam Road within the S.C.D.O.T right-of-way as shown on the subdivision plat.

e. The Association shall not be responsible for the maintenance or care of the Limited Common Area located behind Lots 25 – 61.

The Association shall be responsible for paying all ad valorem taxes levied against by Common Areas by the applicable governing authority, if any. Upon default of the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Area or assessments levied for public improvements to the Common Area, which default shall continue for a period of six (6) months, each Owner of a Lot shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the Community. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien, subordinate to all mortgages on the Lot of the then-Owner, his or her heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

6.3 Owner's Responsibility. Each Owner shall maintain his or her Lot, all unimproved Common Area along the boundaries of his or her Lot (e.g., area between lot line and curb) additionally the Owners' of Lots 25 – 61 shall maintain the portion of the Limited Common Area located directly behind his or her Lot. Each owner shall maintain all landscaping, paving, structures and improvements of any nature whatsoever located on his or her Lot. Each Owner's maintenance of his or her Lot and adjoining, unimproved Common Area and Limited Common Area where applicable shall include but not be limited to:

- a. Keeping the area free and clear of all litter, trash, refuse and wastes;
- b. Mowing and maintaining all landscaped areas included in Area of Extended Lot Owner Responsibility;
- c. Pruning trees and shrubs;
- d. Watering lawns;
- e. Keeping exterior lighting and mechanical facilities in working order;
- f. Keeping lawn and garden areas alive;
- g. Removing and replacing any dead plant material;
- h. Keeping vacant land well maintained and free of trash and weeds;
- i. Keeping parking areas and driveways in good repair;

- j. Complying with all governmental health and police requirements;
- k. Repainting of all structures; and
- l. Repair of exterior damage to all structures.

6.4 Association's Right to Perform Owner's Responsibility. If any Owner or Occupant of a Lot fails to perform any of the duties or responsibilities set forth in this subsection, then the Association or Declarant may give such person written notice of such failure and such person must within ten (10) days after receiving such notice (which notice shall be deemed to have been received upon deposit in any official depository of the United States mail, addresses to the party to whom it is intended to be delivered at that party's current address as shown by the records of the Association, and sent by certified mail, return receipt requested), perform the care and maintenance required or otherwise perform the duties and responsibilities of such Owner. Should any such person fail to fulfill this duty and responsibility within such period, then the Declarant or the Association, acting through its authorized agent or agents, shall have the right and power to enter onto the Lot in question and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise at any person. All Owner(s) of a Lot on which such work is performed shall be liable for the cost of such work together with interest on the amounts expended by the Association or the Declarant in performing such work computed at a rate not to exceed sixteen percent (16%) per annum from the date(s) such amounts are expended until repaid to the Association or the Declarant, as the case may be, and for all costs and expenses incurred in seeking the compliance of such Owner with his duties and responsibilities hereunder, and shall reimburse the Association or the Declarant, as the case may be, on demand for such costs and expense (including interest as above provided). If such Owner shall fail to reimburse the Association or the Declarant, as the case may be, within thirty (30) days after mailing to such Owner of a statement for such costs and expense by the Association or Declarant, the Association has performed the work on the Lot of the delinquent Owner(s), the Association may charge a Specific Assessment for such amounts against the Lot of such Owner(s), and proceed to collect such Specific Assessment as provided in Article IX below.

6.5 Cost of Maintenance. All costs of the Association in meeting its responsibilities pursuant to this Section shall be Common Expenses.

6.6 Conveyance of Common Area to Association; No Implied Rights. Declarant, or the owner of the property with the consent of the Declarant, may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation with the Spartanburg County Registry of a non-warranty deed conveying any interest in real property, and the property shall thereafter be Common Area to be used and, if and as provided in this Article VI, maintained by the Association for the benefit of its Members. The Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not any such property has been made available for the use of Owners. Declarant, or the owner of the property with consent of Declarant, may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Community. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant or the owner of such property to the



Association or the Owners, as the case may be, by an instrument recorded in the Office of the Register of Deeds of Spartanburg County, South Carolina.

6.7 Liability. Owners, Occupants and their guests shall use the Common Area and all portions of the Community not contained within a Lot at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Area and all portions of the Community not contained within a Lot for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the foregoing property. The Association shall not be liable for injury or damage to any Person or property: (a) caused by the elements or by an Owner or any other Person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association or from any portion of the Common Property, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or Occupant for loss or damage, by theft or otherwise, of any property of such Owner or Occupant.

#### **Article VII. Insurance.**

7.1. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available.

a. Blanket property insurance for all insurable improvements on the Common Area to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. All property insurance policies the Association obtains shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes. The Association shall be deemed trustee of all Members' interests in all insurance proceeds paid to the Association under any such policies and shall have full power to receive and to deal with such proceeds. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, except as otherwise provided in this Section.

b. Commercial general liability insurance on the Common Area. Coverage shall include, without limitation, liability for personal injuries and activities in connection with the ownership, operation, maintenance, and other use of the Common Area. The Board shall use its business judgment in deciding upon per occurrence limits for such coverage and shall consider any applicable secondary mortgage guidelines relating to such coverage. The liability insurance shall name, as separately protected insureds, Declarant, any property manager, the Association, the Board, the officers of the Association, the ARC, and their respective representatives, members, agents, and employees with respect to any liability arising out of the maintenance or use of the Common Area.

c. Workers' compensation insurance and employers' liability insurance, if and to the extent required by law.

d. Directors' and officers' liability coverage; provided, however, that this separate coverage will not be required during the Declarant Control Period so long as Directors' and officer's liability coverage is provided under Declarant's insurance policy.

e. Commercial crime insurance, including fidelity insurance covering all persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-quarter of the annual Base Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

f. Such additional insurance as the Board, in its business judgment determines advisable.

7.2 Premiums for all insurance shall be Common Expenses unless the Board reasonably determines that other treatment of the premiums is more appropriate. The Association shall include such premiums in the assessments it levies. The Board shall review the limits of all Association insurance policies at least once a year and shall adjust the policy limits as the Board deems necessary or appropriate.

7.3 The Association shall arrange for a periodic review of the sufficiency of its insurance coverage by one or more qualified persons, at least one of whom must be familiar with replacement costs in the Spartanburg County area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

7.4 The policies may provide for a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Specific Assessment pursuant to Section IX below.

7.5 All insurance coverage obtained by the Board shall:

a. be written with a company authorized to do business in South Carolina which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate and carries a Best rating of AA or better;

b. be written in the name of the Association as trustee for the benefited parties. (policies on the Common Areas shall be for the benefit of the Association and its Members);

c. not be brought into contribution with insurance purchased by Owners, Occupants, or their Mortgagees individually;

d. contain an inflation guard endorsement;

e. include an agreed amount endorsement, if the policy contains a coinsurance clause;

f. provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's membership in the Association or interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving any Owner any interest in the Common Area other than that of a Member);

g. include an endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer conditioning recovery on account of an act or omission of any one or more Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

h. include an endorsement precluding the insurer from denying a claim by an Owner or conditioning recovery under the policy based upon or due to the negligent acts or omissions of the Association or any other Owner.

7.6 In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners (as a class) as additional insureds for claims arising in connection with the ownership, existence, use or management of the Common Area and provide:

a. a waiver of subrogation as to any claims against the Association's board of directors, officers, employees and its manager, or the Owners and their tenants, servants, agents and guests;

b. a waiver of the insurer's rights to repair and reconstruct instead of paying cash; and

c. an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification or non-renewal

#### **Article VIII. Repair and Reconstruction of Association Property.**

The Association shall have the authority and the duty to repair or reconstruct Common Area or other property which the Association is obligated to insure ("Insured Property") that is damaged or destroyed unless such repair or reconstruction would be illegal under any state or local ordinance governing health or safety, or Members representing at least eighty percent (80%) percent of the total vote of the Association vote not to repair or reconstruct.

Except as otherwise provided in this Section, the Board shall diligently pursue to completion the repair or reconstruction of that part of the Insured Property damaged or destroyed. The Association may take all necessary or appropriate action to affect such repair or reconstruction. Such repair or reconstruction shall be in accordance with the original plans and specifications unless other plans are approved by the Board.

The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction of Insured Property. If the proceeds of insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, then the Board, pursuant to Section IX may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in Article IX. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction. The insurance proceeds held by the Association and the amounts of any such Special Assessments shall constitute a fund for the payment for costs of repair or reconstruction after casualty. If a balance exists after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners of the Lots in proportion to the contributions made by each Owner to the Association.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the Association shall clear the affected property of all debris and ruins and thereafter shall maintain such improvements in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The cost of removal and landscaping shall be paid for with insurance proceeds. The Association shall retain the remaining proceeds in its general or other funds or shall allocate or distribute such funds as the Board determines appropriate, provided any such distribution of insurance proceeds shall be proportionate to the Members' interests.

**Article IX. Assessments and Association Finances**

9.1. Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

9.2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association any and all assessments levied by the Association hereunder (including, without limitation, Base Assessments, Special Assessments, Specific Assessments, Ad Valorem Tax Assessments and Neighborhood Assessments) and any other charges established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration and the Bylaws. In addition to the foregoing, the Board may charge each Owner a service, collection, consulting or administration fee (an "Administrative Fee") in an amount to be determined by the Board from time to time in connection with the assessment and collection of the assessments provided for in this Declaration.

Each such assessment, together with late charges (in an amount determined by the Board from time to time, but not to exceed the greater of sixteen percent (16%) of any assessment installment unpaid or such higher amount as may be permitted by the South Carolina Code of Laws), interest (at a rate not to exceed the lesser of the maximum rate permitted by law or sixteen percent (16%) per annum or such other amount as may be permitted by the South Carolina Code of Laws), costs of collection, reasonable attorney's fees actually incurred and any Administrative Fee, shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot and his or her successor-in-title shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, further, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any First Mortgagee or other purchaser taking title through foreclosure proceedings or deed in lieu of foreclosure.

No Owner may waive or otherwise be exempt from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot or non-use of the Common Area. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or directive of any governmental or municipal authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

Assessments shall be paid at a uniform rate per Lot in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of assessments for delinquents; provided however, (a) notwithstanding any provision in this Declaration to the contrary, assessments to pay a judgment against the Association may be made only against the Lots in the Community at the time the judgment was entered; and (b) if any common expense is caused by the negligence or misconduct of any Owner or Occupant, the Association may assess the expenses exclusively against that Owner's Lot, as more particularly set forth in Section 9.3 hereof.

All sums assessed against any Lot pursuant to this Declaration, together with late charges (in an amount determined by the Board from time to time, but not to exceed sixteen percent (16%) of any installment unpaid or such higher amount as may be permitted by the South Carolina Code of Laws), interest on the principal amount due (at a rate not to exceed the lesser of the maximum rate permitted by law or sixteen percent (16%) per annum or such higher amount as provided in the South Carolina Code of Laws), costs of collection, reasonable attorney's fees actually incurred and any Administrative Fee when remaining unpaid for thirty (30) days or longer, shall be secured by a lien on such Lot in favor of the Association when the Association files a claim of lien in the Spartanburg County, South Carolina land records in the manner provided by law, if filing of such lien is required by law, otherwise such lien shall automatically attach. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (i) liens and encumbrances recorded before the docketing of the claim of lien, and (ii) liens for real estate taxes and other governmental assessments and charges against the Lot. This Section does not affect the priority of mechanics' or materialman's' liens.

All persons acquiring a lien or encumbrance on any Lot after this Declaration has been recorded in the Spartanburg County, South Carolina clerk of court shall be deemed to consent that such lien or encumbrance shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such lien or encumbrance.

### 9.3. Budgeting and Allocating Common Expenses.

Until the Association first levies assessments, Declarant shall be responsible for all Common Expenses. Thereafter, assessments for Common Expenses shall be levied at least annually in accordance with this Article.

At least Sixty (60) days before the beginning of each fiscal year, the Board shall prepare and approve a budget of the estimated Common Expenses for the coming year. The budget shall include any contributions to be made to a reserve fund for repair and replacement of capital assets, based on a separate reserve budget which takes into account the number and nature of replaceable assets, the expected life of each asset and each asset's expected repair or replacement cost. The budget shall reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots and the amount to be generated through the levy of Base Assessments, Special Assessments and Ad Valorem Tax Assessments against the Lots, as authorized in Article IX. After the Declarant Control Period terminates, the annual Base Assessments shall not be increased by an amount greater than twenty (20%) percent of the annual Base Assessment of the immediately preceding calendar year.

The Association is hereby authorized to levy Base Assessments equally against all Lots subject to assessment to fund the Common Expenses. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year. Base Assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. Base Assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities and other services provided by the Association, if any, cleaning and janitor services, landscape maintenance, costs and expenses associated with the operation and maintenance of the storm water drainage facilities and storm water detention/retention pond(s) in the Community, and expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by paying any deficit between the Common Expenses and Association funds collected pursuant to the current year's budget, or any portion of any such deficit (in addition to any amounts paid by Declarant under Section 9.7), which may be a contribution, an advance against future assessments due from Declarant or a loan, in Declarant's discretion. Any such deficit payment shall be disclosed as a line item in the income portion of the budget. Payment of such deficit, or portion thereof, in any year shall not obligate Declarant to continue payment of such deficit in future years, unless otherwise provided in a written agreement between the Association and Declarant.

9.4. Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of a majority of the Board and the consent of Declarant during the Declarant Control Period. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

9.5. Specific Assessments.

The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration, the initiation fee and the costs of maintenance performed by the Association for which the Owner is responsible shall be specific assessments. The Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which are incurred to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which the Association may offer (which might include the services listed in Section 6.3); (b) expenses of the Association which are incurred to cover costs

incurred in bringing the Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; and (c) expenses of the Association which are incurred as a result of the conduct of a particular Owner or Occupant or the guests, tenants, invitees or licensees of such Owner or Occupant may be assessed against the Lot of such Owner or Occupant.

9.6. Ad Valorem Tax Assessments. All ad valorem taxes levied against the Common Areas by the applicable governing authority, if any, shall be Common Expenses, and the Association may at any time of the year levy against Owners equally an "Ad Valorem Tax Assessment", in addition to the annual Base Assessments, which shall be in an amount sufficient to pay the ad valorem taxes not included as a component of the annual Base Assessments.

9.7. Neighborhood Assessments.

The Board may levy assessments against the property in a particular Neighborhood to fund actual and estimated expenses incurred by the Association for the primary benefit of property within such Neighborhood. Neighborhood assessments shall be levied as specifically budgeted from time to time by the Board of Directors for expense items such as maintenance, insurance or special services. In addition, the Board shall levy a Neighborhood Assessment upon the request of the Owners holding two-thirds (2/3) of the total association vote applicable to Lots within a Neighborhood

9.8. Authority to Assess Owners; Time of Payment. Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Lot on the first day of the month following the date that the Lot is first occupied for residential purposes. A Lot shall be deemed to be occupied for residential purposes when it has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. Any Lot which is being used by Declarant or a builder approved by Declarant as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by Declarant or a builder approved by Declarant, so long as such Lot is being used as a model home and is not occupied for residential purposes. The first annual Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board provides otherwise, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

9.9. Subordination of Liens to Mortgages. The lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and

charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the Lot pursuant to a sale under power contained in such Mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the Lot of the personal obligation to pay all assessments coming due during such period of ownership; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such Lot to the Mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or the then Owner of such Lot from liability for any assessment authorized hereunder that becomes due after such sale and transfer.

9.10. Remedies of the Association. Any sums or charges (including assessments or installments thereof) assessed against any Lot pursuant to this Declaration which are not paid when due shall be delinquent. Any such sums delinquent for a period of more than ten (10) days shall incur a late charge (in an amount determined by the Board from time to time, but not to exceed sixteen percent (16%) of any installment unpaid or such higher amount as may be permitted by the South Carolina Code of Laws) and interest (at a rate not to exceed the lesser of the maximum rate permitted by law or sixteen percent (16%) per annum or such higher amount as may be permitted by the South Carolina Code of Laws). The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date (the "Delinquency Notice"). The Delinquency Notice shall state: (i) the outstanding balance due as of the date of the Delinquency Notice; (ii) that the member has fifteen (15) days from the mailing of the Delinquency Notice (the "Grace Period") to pay the outstanding balance without being required to pay attorneys fees and court costs; (iii) the name of and contact information for a representative of the Association whom the member can contact to discuss a payment schedule for the outstanding balance; provided however, the Association shall not be required to permit payment of the outstanding balance in installments; and (iv) that if the outstanding balance is not paid within the Grace Period, the Association intends to seek payment of attorneys' fees and court costs. The Delinquency Notice must be sent by first class mail to the Lot of such member and, if different, to the mailing address of the member in the Association's records. If any such sums are not paid within thirty (30) days after the due date, the Board may accelerate and declare immediately due all such sums (including annual assessments or installments thereof) without any further notice being given to the delinquent Owner, and (i) to the extent permitted by applicable law, a lien, as herein provided, shall attach; and (ii) a claim of lien, as herein provided, may be filed in the Spartanburg County, South Carolina Clerk of Court or Register of Deeds in the manner provided by law. Such lien shall include, interest, all late charges from the date first due and payable, any Administrative Fee, all costs of collection, and, if the Owner has been provided with a Delinquency Notice and failed to pay the outstanding balance set forth therein within fifteen (15) days from the mailing of the Delinquency Notice, court costs and reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law.

If any sum assessed against any Lot pursuant to this Declaration remains unpaid after sixty (60) days from the due date, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. The Association may foreclose the claim of lien in like manner as a as the foreclosure of mortgages on time shares, or for the foreclosure of mortgages by judicial proceedings, or in any other manner permitted by applicable law. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents, to the extent permitted



by this Declaration and applicable law, the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as foreclosure of mortgages on time shares, or for the foreclosure of mortgages by judicial proceedings, or in any other manner permitted by applicable law. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the same. The Association may further seek a deficiency judgment following any foreclosure, and recover the Association's costs of collection and reasonable attorneys' fees.

In addition to the foregoing, in the event that an Owner is at least thirty (30) days delinquent in the payment of any assessment or charge owed to the Association, the Association may suspend the right of such Owner to vote, suspend the right of such Owner to use and enjoy the Common Area and the suspend any services or utilities which may be provided to Lots in the Community, subject to any notice requirements imposed by the institutional providers providing such services or utilities in the Community and in accordance with the notice and hearing procedure in the Bylaws.

**LIENS ARE EXEMPT FROM THE SOUTH CAROLINA HOMESTEAD EXEMPTION AND WAIVER OF HOMESTEAD EXEMPTION.** Any lien provided for herein shall be exempt from the South Carolina Homestead Exemption, if such lien is foreclosed upon and each Lot Owner by acceptance of the deed to a Lot waives any right to assert a Homestead Exemption.

The laws of South Carolina provide that in any real estate foreclosure proceeding, a defendant against whom a personal judgment is taken or asked may within thirty (30) days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED, TO THE EXTENT ALLOWED BY SOUTH CAROLINA LAW, HEREBY WAIVES AND RELINQUISHES THE STAUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE LOT.**

9.11. Budget Deficits During Declarant Control.

During the Declarant Control Period, Declarant may (but shall not be required to):

a. Declarant may advance funds to the Association sufficient to satisfy the deficit, if any, between the Association's actual operating expenses and the sum of the Base, Special, Neighborhood and Specific Assessments collected by the Association in any fiscal year. Such advances shall, upon request of Declarant, be evidenced by promissory notes from the Association in favor of Declarant. Declarant's failure to obtain a promissory note shall not invalidate the debt.

b. Declarant may cause the Association to borrow any amount from a third party at the then prevailing rates for such a loan in the local area of the Community. Declarant, in its sole discretion, may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given in connection with such loan.

Declarant may acquire property for, or provide services to, the Association or the Common Area. Declarant shall designate the value of the property or the services provided, and such amounts, at Declarant's request, shall be evidenced by a promissory note. Failure to obtain a promissory note shall not invalidate the obligation referred to in this Section.

9.12. Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

9.13. Statement of Account.

Upon written request of any Member, Mortgagee, prospective Mortgagee or prospective purchaser of a Lot, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot, the amount of the current periodic assessment and the date on which such assessment becomes or became due, and any credit for advanced payments or prepaid items. Such statement shall be delivered to the requesting person personally or by certified mail, first-class postage prepaid, return receipt requested. The Association may require the payment of a reasonable processing fee for issuance of such statement.

Such statement shall bind the Association in favor of persons who rely upon it in good faith. Provided such request is made in writing, if the request for a statement of account is not processed within fourteen (14) days of receipt of the request, all unpaid assessments that became due before the date of making such request shall be subordinate to the lien of a Mortgagee that acquires its interest after requesting such statement.

9.14. Exempt Property.

The following property shall be exempt from payment of Base Assessments, Specific Assessments, Special Assessments, Ad Valorem Tax Assessments and Neighborhood Assessments:

- a. all Common Area;
- b. any property dedicated to and accepted by any governmental authority or public utility; and
- c. any and all property owned by the Declarant.

9.15. Capitalization of Association.

Upon the sale of each and every Lot in the Community after it has been improved with a residence for which a certificate of occupancy has been issued, an initiation fee in the amount of Two Hundred and No/100<sup>th</sup> Dollars (\$200.00) per Lot shall be collected from the purchaser at the closing of such sale for the benefit of the Association (or if not collected at the closing, shall be paid immediately on demand by the Association). This initiation fee shall be a Specific Assessment against the Lot and shall be in addition to, not in lieu of, the annual Base Assessment. The initiation fee shall not be considered an

advance payment of the annual Base Assessment. This initiation fee may be increased or decreased in the sole and exclusive discretion of the Board; provided, however, that in no event shall this initiation fee equal more than the annual Base Assessment for the year in which the closing on the sale of the Lot improved with a residence for which a certificate of occupancy has been issued occurred.

**Article X. Expansion of the Community**

10.1. Expansion by Declarant.

Until all property described in **Exhibit B** has been subjected to this Declaration or twenty (20) years after the Recording of this Declaration, whichever is earlier, Declarant reserves the right, but not the obligation, to subject unilaterally to the provisions of this Declaration all or any portion of the real property described in **Exhibit B** which Declarant currently owns or to which Declarant may obtain title in the future. Declarant may transfer or assign this right to subject property to this Declaration, provided that the transferee or assignee is the developer of or owns at least a portion of the real property described in **Exhibit B**, and provided that the transfer or assignment is evidenced by a Recorded Document.

Declarant shall subject additional property to this Declaration by recording an Annexation Declaration describing the property being subjected. Such Annexation Declaration shall not require the Members' consent but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the recording of such Annexation Declaration unless otherwise provided therein.

10.2. Expansion by the Association.

Upon termination of the Declarant Control Period, the Association may subject any real property to the provisions of this Declaration with the consent of the owner of such property, if authorized by the affirmative vote of Members representing Sixty-seven (67%) percent of the total existing votes in the Association.

The Association shall subject such property by recording an Annexation Declaration describing the property being subjected. Any such Annexation Declaration shall be executed by the Association and the owner of the subject property, and shall be certified by the Secretary of the Association to have been authorized by the requisite vote of the Members of the Association.

10.3. Withdrawal of Property. Declarant reserves the right to amend this Declaration so long as it has a right to annex additional real property to the Community pursuant to this Article for the purpose of removing any portion of the Community then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community. Any such withdrawal shall be accomplished by filing an amendment to the Declaration executed by Declarant describing the property to be removed. Such amendment shall be executed by the Declarant and the owner(s) of the property being removed if said property is not owned by the Declarant and shall not require the vote or consent of members of the Association and shall be effective upon the filing of record in the Office of the Register of Deeds of Spartanburg County unless a later effective date is provided therein.

**Article XI. Declarant Rights.**

11.1. Reasonable Rights To Develop.

Declarant, builders approved by Declarant and/or their contractors or subcontractors may construct improvements to or within the Community including to the Lots. The completion of such construction and the sale or other disposal of the Lots is essential to the establishment and welfare of the Community. Therefore, during the Declarant Control Period, nothing in this Declaration or the other Governing Documents shall be construed to:

- a. prevent Declarant, builders approved by Declarant, or their contractors or subcontractors from doing whatever is reasonably necessary or advisable in connection with the commencement or completion of the above-described work throughout the Community;
- b. prevent Declarant or its representatives from erecting, constructing, and maintaining anywhere in the Community such structures as reasonably may be necessary for the conduct of its business of completing the work, establishing Ridgeville Crossing as a residential Community and disposing of the Lots by sale, lease, or otherwise;
- c. prevent Declarant and/or builders approved by Declarant from maintaining such signs and conducting such activities in any part of the Community owned by Declarant and/or builders approved by Declarant as Declarant and/or builders approved by Declarant may deem to be reasonably necessary for the sale, lease, or disposition of Lots; or
- d. prevent Declarant and/or builders approved by Declarant from placing and utilizing on Lots or other property which it owns one or more mobile trailers or temporary structures as sales offices or for construction activities.

Nothing in this Section shall give Declarant and/or builders approved by Declarant the right to damage any Lot or other property not owned by Declarant and/or builders approved by Declarant.

11.2. Marketing and Sales Activities.

During the Declarant Control Period, Declarant and builders approved by Declarant may construct, relocate, maintain and carry on upon any Lot Declarant owns, the builder approved by Declarant owns or upon portions of the Common Area, such facilities and activities as may be reasonably required, convenient or incidental to the construction, marketing or sale of Lots, as determined in Declarant's sole opinion. Such facilities and activities may include, without limitation, business offices, signs, model homes, and sales offices. There shall be no limit on the number or size of such facilities. Declarant and builders approved by Declarant shall have easements for access to and use of such facilities. Declarant reserves the right to remove any personal property used in connection with its activities on the Common Area upon termination of its rights under this Section.

11.3. Construction of Improvements.

During the Declarant Control Period, Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

11.4. Right to Approve Additional Covenants.

During the Declarant Control Period, no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Community without Declarant's prior written approval. Any instrument recorded without such consent shall be void and of no force and effect unless Declarant subsequently consents in a Recorded Document.

11.5. Right to Transfer or Assign Declarant Rights.

Any or all of Declarant's rights or obligations set forth in this Declaration or the Bylaws may be transferred in whole or in part to other persons; however, the transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless evidenced by a Recorded Document. The foregoing sentence shall not preclude Declarant from permitting other persons to exercise, on a one-time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety. In such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

11.6. Exclusive Rights to Use Name of Development.

During the Declarant Control Period, no person or entity shall use the name "Ridgeville Crossing" or any derivative of such name in any printed or promotional material without Declarant's prior written consent. However, Owners may use the name "Ridgeville Crossing" in printed or promotional matter where such term is used solely to specify that particular property is located within the community and the Association shall be entitled to use the words "Ridgeville Crossing" in its name.

11.7. Right to Approve Changes in Community Standards.

During the Declarant Control Period, no amendment to or modification of any Rules and Regulations or Architectural Guidelines shall be effective without Declarant's prior written approval.

11.8. Easement to Inspect and Right to Correct.

11.8.1. Easement. Declarant reserves for itself and such other persons as it may designate perpetual non-exclusive easements throughout The Community to the extent reasonably necessary for the purposes of accessing, inspecting, testing, redesigning or correcting any portion of the Community including Lots and Common Areas. Declarant shall have the right to redesign or correct any part of the Community, including Lots owned by Declarant and Common Areas.

11.8.2. Right of Entry. Entry onto a Lot shall be after reasonable notice, except in an emergency. Entry into a structure on a Lot shall be only after Declarant notifies the Lot's Owner and agrees with the Owner regarding a reasonable time to enter the structures on such Lot to perform such activities.

11.8.3. Damage. Declarant shall promptly repair any damage to a Lot or the Common Area resulting from the exercise of the easement or right of entry described in subsections 11.8.1 and 11.8.2 of

this Section at its own expense. The exercise of these easements shall not unreasonably interfere with the use of any Lot, and entry onto any Lot shall be made only after reasonable notice to the Owner or Occupant.

#### 11.9. Neighborhoods.

During the Declarant Control Period, Declarant, acting in its sole and absolute discretion, shall have the right, but not the obligation to establish separately developed residential Neighborhoods, recreational areas and amenity areas, or some, all or none of these, within the Community, and to designate Limited Common Area for the exclusive use of one or more, but less than all of Neighborhoods. Every Lot situated within a designated Neighborhood may be subjected to additional covenants, conditions, restrictions and additional assessments for services provided to Lots within such designated Neighborhood. Such additional covenants may be set forth in this Declaration or a Supplemental Declaration.

Any Neighborhood may request that the Association provide a higher level of service than that which the Association generally provides to all Neighborhoods, or may request that the Association provide special services for the benefit of Lots in such Neighborhood. Upon the affirmative vote, of the Owners of a majority of the Lots within the Neighborhood, the Association shall provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Lot to all Neighborhoods receiving the same service), shall be a Neighborhood Assessment.

11.10 Appointment or Removal of Members of the Board and officers. During the Declarant Control Period, Declarant shall have the right to appoint or remove any member of the Board or officer of the Association.

11.11 Amendment to Declaration. During the Declarant Control Period, Declarant shall have the right to amend or rescind and restate this Declaration by a Recorded Document, without approval or joinder of the Association or any other Party, except as provided in Section 12.2 below.

11.12 Review of Design and Construction. During the Declarant Control Period, Declarant shall have the right to control the design, quality, installation and construction of improvements within the Community as provided in Article V above.

### **Article XII. Easements and Storm Water Covenants**

12.1. Owners' Easements of Enjoyment. Except as limited by this Declaration, Declarant hereby reserves unto itself, its successors and assigns, and grants to the Association and to every Owner a non-exclusive easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Except as limited by this Declaration, any Owner may delegate his or her rights of use and enjoyment of the Common Area to the members of his or her family, tenants, contract purchasers who reside on the Property, or guests.

12.2. Walks, Drives, Parking Areas, and Utilities. Declarant hereby reserves unto itself, its successors and assigns, and grants to the Association (after the expiration of the Declarant Control

Period) the right to subject all portions of the Property designated or to be designated as Common Area to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities and for the maintenance of and general access to all stormwater control structures, gas lines, telephone and electric power lines, television antenna lines, other utilities, ingress, egress and regress and otherwise as it deems to be in the best interests of and necessary and proper for, the Community or any portion thereof.

12.3. Encroachments and Declarant's Easement to Correct Drainage. Declarant hereby reserves, for the benefit of itself, its successors in interest and assigns, and grants to the Association, the Owners, their heirs, successors and assigns, over all Lots and the Common Area easements for the encroachment of initial improvements constructed on any Lots or Common Area to the extent that such initial improvements actually encroach, including, without limitation, such items as overhanging eaves, gutters, downspouts, exterior storage rooms, bay windows, steps and walls, upon any of the other portions of the Property. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching improvements in favor of Declarant, the Association, the Owners and all of their designees. For a period of twenty-five (25) years from the date of conveyance of the first Lot in a parcel or section, the Declarant reserves for itself and its successors in interest and assigns a blanket easement and right-of-way on, over, and under the ground within that parcel, phase or section to maintain and to correct drainage or surface water in order to maintain reasonable standards of health, safety and appearance. Such rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any other similar action reasonably necessary. After such action has been completed, the Declarant shall restore the affected Property to its original condition to the extent practicable. Declarant shall give reasonable notice of intent to take such action to all affected owners. These rights and reservations are assignable by the Declarant.

12.4. Easement for Entry Features. Declarant hereby reserves for the benefit of itself, its successors and assigns in interest and assigns and grants to the Association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon each Lot and all Common Area. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features.

12.5. Construction and Sale Period Easement. Notwithstanding any provisions contained in the Declaration, the Bylaws, the Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration terminates and thereafter so long as Declarant owns any property in the Community for development or sale, Declarant reserves an easement across the Community for Declarant and any builder approved by Declarant to maintain and carry on development, construction, and sales activities related to property within or near the Community, upon such portion of the Community as Declarant may reasonably deem necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient or incidental to the development, construction and sales activities related to property within or near the Community. This easement shall include, without limitation: (i) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in any portion of the Community as well as any Lot in the Community; (ii) the right to tie into any portion of the Community with driveways, parking areas and walkways; (iii) the right to tie into or otherwise connect and use (without a tap-on or

any other fee for doing so), replace, relocate, maintain and repair any device which provides utility or similar services; (iv) the right (but not the obligation) to construct recreational facilities on the Common Area; (v) the right to carry on sales and promotional activities in the Community; (vi) the right to place direction and marketing signs on any portion of the Community, including any Lot or Common Area; and (vii) the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development and sales activities. Further, the Declarant and any builder approved by Declarant may use residences, offices or other buildings owned or leased by Declarant or such builder as model residences and sales offices, and may also use recreational facilities available for use by the Community as a sales office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the person causing the damage at its sole expense. This section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration.

12.6. Fence Easement. Declarant hereby reserves for the benefit of itself, its successors and assigns in interest and assigns and grants to the Association an easement across any Lot which borders upon or contains a portion of any water facility, detention pond, or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence which is either required by the subdivision development and construction plans or governmental regulation, rule, ordinance, or plan approval requirement.

12.7. Easement to Government Entities. Declarant hereby assigns and grants a perpetual, non-exclusive easement for the benefit of municipal, State or public utilities serving the area, their agents and employees, over all Common Area hereby or hereafter established for setting, removing and reading utility meters, maintaining and replacing utility connections, and Declarant assigns and grants a perpetual, non-exclusive easement for emergency and public services over the Property for the benefit of other public safety and welfare services or agencies, including, without limitation, garbage collection, mail delivery, police and fire protection.

12.8. Easement and Right of Entry for Repair, Maintenance and Reconstruction. If any dwelling is located closer than four (4) feet from its lot line, the Owner thereof shall have a perpetual access easement over the adjoining lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of his or her home. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as near the same condition as that which existed prior to the commencement of the work as is reasonably practicable.

12.9. Use of Common Area. Subject to any limitation or restriction set forth in this Declaration, Declarant declares that the Common Area is subject to a perpetual, non-exclusive easement in favor of Declarant, the Association and their designees, the Owners and all their family members, guests, invitees and tenants, and appropriate governmental and quasi-governmental agencies to use the Common Area for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as the same are reasonably intended in accordance with the terms of this Declaration and any Annexation or



Supplemental Declaration. If ingress or egress to any Lot or other portion of the Property is through any Common Area, any conveyance or encumbrance of such area is subject to this easement.

12.10. Right of the Association and Declarant to Enter Upon the Common Area. Declarant hereby reserves for the benefit of itself, its successors in interest and assigns, and grants to the Association and all agents, employees or other designees of Declarant or the Association an easement for ingress, egress and access to enter upon or over the Common Area for the purposes of inspecting any construction, proposed construction, or improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of Declarant or the Association, as appropriate. Such easement includes an easement in favor of the Association and Declarant to enter upon the Common Area now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated or as Declarant otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained herein shall be interpreted as imposing any obligation upon the Association or Declarant to maintain, repair, or construct improvements which an Owner is required to maintain, construct or repair.

12.11. Right-of-Way Over Roadways. Declarant hereby reserves, for the benefit of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and grants to the Association, its agents, employees, tenants, invitees, designees, successors and assigns, and to each Owner of a Lot or Tract, their family members, tenants, guests, invitees, successors and assigns, and to each Occupant of a Lot and to all governmental and quasi-governmental agencies and service entities having jurisdiction over the Property while engaged in their respective functions, a perpetual, non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across any roads, streets, sidewalks, entranceways and cul-de-sacs in the Community for the purpose of providing access, ingress and egress to and from, through and between the Property.

12.12. Utility and Drainage Easements. The Property shall be subject to all easements and rights-of-way for utilities and drainage shown on any Recorded Document. Such easements are hereby reserved for the use of Declarant, its successors and assigns, and are hereby established for the use of the Association, its successors and assigns. Additionally, Declarant hereby reserves, for the benefit of itself, its successors and assigns, and grants to the Association, its successors and assigns, a non-exclusive easement and right-of-way over, under and along a 10-foot strip of land adjacent to the front, side and rear boundary lines of all Lots within the Property for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing electric power, gas, telephone service, cable service, water, irrigation, sanitary sewer and drainage facilities, storm drainage and/or other utilities. Within the above-described easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or which may change the direction or flow of drainage channels in the easements. This reservation of easement shall not prohibit the construction of driveways, at locations approved by the ARC, over such easements.

12.13. Declarant's Right to Assign Easements; Maintenance of Easement Areas. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder. The areas burdened by the easements and rights-of-way reserved by Declarant on each Lot or other portion of the Property pursuant hereto, including any improvements in such areas, which are not to be maintained by the Association or a public authority or utility, shall be maintained continuously by each Owner of such Lot or other portion of the Property, but no structures, plantings or other material shall

be placed or permitted to remain upon such area or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems. Notwithstanding the above, the Association and/or Declarant shall have the right, but not the obligation, to maintain the landscaping in the easement areas on any Lot.

12.14. Reserved for the Association and Declarant. Full rights of access, ingress and egress are hereby reserved by Declarant for itself and the Association at all times over and upon any Lot or other portion of the Property for the exercise of the easement rights described in this Article XII and for the carrying out by Declarant or the Association of the rights, functions, duties and obligations of each hereunder; provided, that any such entry by Declarant or the Association upon any Lot or portion of the Property shall be made with the minimum inconvenience to the Owner of such property as is reasonably practical, and any damage caused as a result of the gross negligence of Declarant, the Association or their employees or agents shall be repaired by Declarant or the Association, as the case may be, at the expense of Declarant or the Association, as the case may be.

12.15. Additional Easements. Declarant shall have the right to grant over, under, across and upon any portion of the Property owned by Declarant, and the Board shall have the authority, in its sole discretion, to grant over, under, across and upon the Common Area, such easements, rights-of-way, licenses and other rights in accordance with or to supplement the provisions of this Declaration or as may otherwise be desirable for the development of the Community, by the execution, without further authorization, of such grants of easement or other instruments as may from time to time be necessary or desirable. Such easements may be for the use and benefit of persons who are not Members or Owners. After such time as the members of the Board are no longer appointed by Declarant, the Board shall cooperate with Declarant and execute such grants of easements over the common Areas as may be desirable to Declarant for the development of the Community and the preservation and enhancement of Declarant's interest therein.

**Article XIII. Dispute Resolution and Limitation on Litigation.**

Each Owner, by acceptance of a deed for a Lot, agrees that any dispute arising out of the use, occupancy or ownership of a Lot or the Common Area or the interpretation or enforcement of this Declaration, the Rules and Regulations, or the By-Laws or any provision hereof or thereof shall be settled by binding arbitration pursuant to the South Carolina Uniform Arbitration Act (S.C. Code Ann. §§ 15-48-10 et seq.), as amended. The Declarant and the Association shall have the right to pursue such remedies as are available to it at law or in equity and shall not be bound by this mandatory binding arbitration provision.

**Article XIV. Mortgagee Provisions.**

The following provisions are for the benefit of holders, insurers, and guarantors of First Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

14.1. Notices of Action.

An institutional holder, insurer, or guarantor of a First Mortgage which provides a written request to the Association, such request to state the name and address of such holder, insurer, or guarantor and the

street address of the Lot to which its Mortgage relates, thereby becoming an ("Eligible Holder"), shall be entitled to timely written notice of:

a. any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a First Mortgage held, insured, or guaranteed by such Eligible Holder;

b. any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage or such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Lot or the Owner or Occupant which is not cured within sixty (60) days of receiving notice of such violation;

c. any lapse, cancellation or material modification of any insurance policy the Association maintains; or

d. any proposed action which would require the consent of a specified percentage of Eligible Holders.

14.2. No Priority.

No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

14.3. Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

14.4. Failure of Mortgagee To Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

14.5. Construction of Article XIV.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration or the Bylaws for any of the acts set out in this Article.

**Article XV. Changes in Common Area**

15.1. Condemnation.

If a Lot or portion thereof shall be taken by eminent domain, compensation and the Owner's interests in the Common Area shall be appropriately allocated among all other Owners. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board

acting on the written direction of Members representing at least Sixty-seven (67%) percent of the total votes in the Association) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

a. If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining Common Area to the extent available, unless within sixty (60) days after such taking Declarant, during the Declarant Control Period, and Members representing at least eighty (80%) percent of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Article VIII regarding funds for restoring improvements shall apply.

b. If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

15.2. Transfer, Partition, or Encumbrance of Common Area.

a. Except as this Declaration otherwise specifically provides, the Common Area shall not be judicially partitioned or subdivided into Lots, nor shall the ownership of the Common Area be otherwise divided or encumbered in any manner after conveyance to the Association, except upon the approval of Members representing at least Eighty (80%) percent of the total votes in the Association, including a majority of the votes held by Members other than Declarant, and the consent of Declarant if during the Declarant Control Period.

b. The Association shall have the authority, subject to approval of Members representing a majority of the total votes in the Association, including a majority of the votes held by Members other than Declarant, and the consent of Declarant, if during the Declarant Control Period, to transfer portions of the Common Area and improvements thereon to appropriate governmental entities or tax-exempt organizations for the maintenance, operation, and preservation thereof; provided, any such transfer shall not relieve such Common Area from the rights and benefits of the Association and the Members as provided in this Declaration and shall otherwise be subject to the provisions of this Declaration.

**Article XVI Fines and Suspension of Privileges or Services.**

Notwithstanding any other provision herein, the Board may impose fines on an Owner and/or suspend an Owner's right and privilege to use certain Common Area for failure of that Owner, his lessees, agents or invitees, to abide by this Declaration, the Rules and Regulations or the administrative rules and regulations governing Common Area. The procedure for the Board to do so shall be as set forth in the Bylaws. The Board shall not impose any such fine or suspension unless and until the Owner charged has been given notice of the charge, opportunity to be heard by and present evidence to the Board and notice of the Board's decision. Suspensions may be imposed for a reasonable period of time and/or until a violation or delinquency is cured.

**Article XVII. Miscellaneous**

17.1 Parties Bound. All persons and entities acquiring any interest in any of the Lots, including but not limited to lessees, shall be bound by the provisions of this Declaration. All guests and invitees of such persons and entities, and any other occupants of any of the Lots, shall likewise be bound.

17.2 Duration. The provisions of this Declaration shall run with and bind the Property perpetually, unless and until the Community is terminated.

17.3 Amendment. Except as provided in Section 11.11 and Section 12.2 above, this Declaration may be amended only by a written instrument executed by the Association and authorized by the affirmative vote of at least sixty-seven percent (67%) of all Lots, cast in person or by proxy at a meeting held in accordance with the Bylaws of the Association. Any amendment must be recorded to be effective.

17.4 Enforcement. Subject to the provisions of Article XIII above, the Declarant, any Owner and/or the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and obligations imposed by this Declaration. Subject to the provisions of Article XIII above, the Declarant, the Association or any Lot owner may bring any action necessary to enjoin any violation or breach of the provisions of this Declaration. The Declarant, the Association and/or any Owner shall be entitled to recover reasonable attorney's fees incurred in bringing and prosecuting such action from the breaching or violating Owner(s).

17.5 Failure to Enforce Not a Waiver. The failure to enforce any right, reservation, covenant or restriction contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter.

17.6 Assignment by Declarant. Any or all of the rights, powers, easements, functions and obligations reserved or given to the Declarant in this Declaration may be assigned to the Association, and the Association shall accept and assume responsibility for any or all such rights, powers, easements, functions and obligations when requested by the Declarant. Any such assignments or transfer shall be made by a Recorded Document, executed by both the Declarant and the Association, and the Association shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Declarant. The Declarant, but not the Association, shall thereupon be released from such obligations and duties.

17.7 Notice of Sale, Lease or Acquisition. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sales or lease, the name of the purchaser or lessee of the Lot and such other information as the Association may reasonably require. Upon acquisition of a Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the board may reasonably require.

17.8 Variances. Notwithstanding anything to the contrary contained herein, the Declarant and/or the Association or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto if the Declarant or the Association determine that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

17.9 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

17.10 Captions. The captions herein are inserted only as a matter of convenience and for reference, and shall not be construed to define, limit or describe the scope of any provision of this Declaration.

17.11 Law Controlling. This Declaration shall be construed and governed pursuant to the laws of South Carolina.

17.12 References to Statutes. All references herein to any statutory provision shall be construed to include and apply to any subsequent amendments to or replacements of such provision.

IN WITNESS WHEREOF, ARCAAE, LLC, as the Declarant hereunder, has caused this instrument to be executed by its duly authorized \_\_\_\_\_, all by order and authority duly granted by its corporate board of directors, as of the day and year first above written.

ARCAAE, LLC,  
a South Carolina limited liability company, Declarant

[Signature]  
Witness #1  
[Signature]  
Witness #2

By: [Signature]  
Print Name: L. Allen Newman  
Title: member

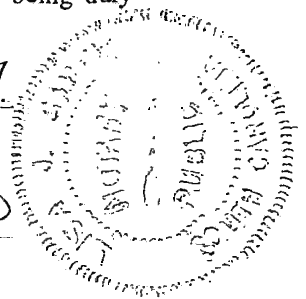
STATE OF South Carolina  
COUNTY OF Spartanburg

I, Lisa J. Smith, a Notary Public of the County and State aforesaid, certify that Allen Newman personally appeared before me this day and acknowledged that he is \_\_\_\_\_ of ARCAAE, LLC, a South Carolina limited liability company, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said corporation.

Witness my hand and official stamp or seal, this 13<sup>th</sup> day of February, 2017.

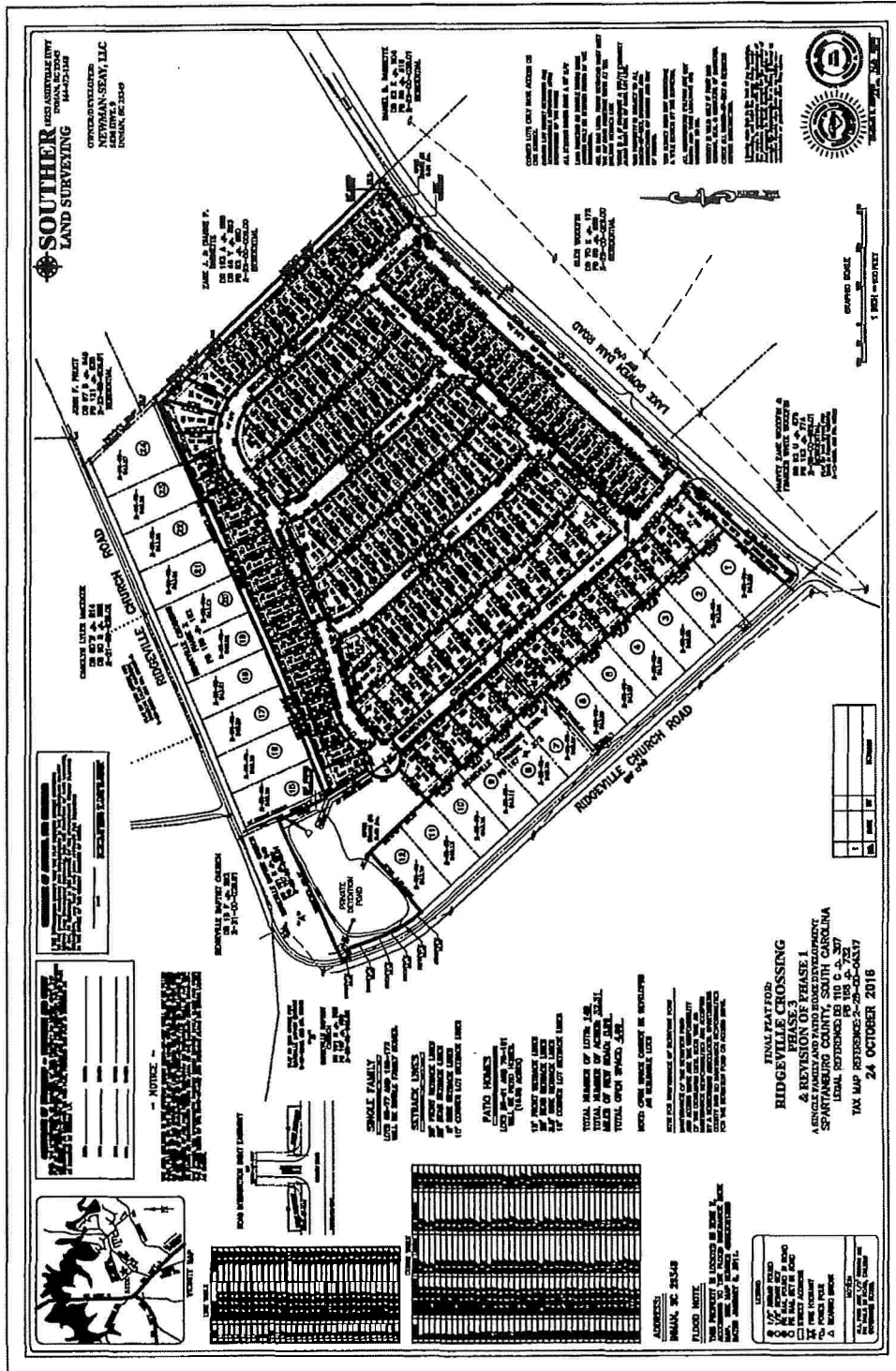
NOTARY SEAL

[Signature]  
Signature of Notary Public  
My Commission Expires: \_\_\_\_\_



**LISA J. SMITH**  
Notary Public, State of South Carolina  
My Commission Expires 8/29/2021

**EXHIBIT A  
RIDGEVILLE CROSSING  
PHASE 3  
PLAT BOOK 172 PAGE 32**



**EXHIBIT B**

**Land Subject to Annexation in Future**

Any land within one mile of the Property described in **Exhibit A** of this Declaration.



**EXHIBIT C**

**Initial Rules and Regulations**

The following restrictions shall apply to all of the Community until such time as they are amended, modified, repealed, or limited pursuant to Article IV of the Declaration:

1. General. The Community shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for Declarant to assist in the sale of any property or portion thereof as described in **Exhibit A** or **B**, offices for any property manager retained by the Association, and business offices for Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities. The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as the Board may impose:

(a) Parking any vehicles on street, thoroughfares, front yard, side yard, back yard, or any area not approved by the Declarant within the Community or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; however, construction, service, and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area;

(b) Raising, breeding or keeping animals, livestock or poultry of any kind, except that a reasonable number of dogs, cats (the combined number of dogs and cats not to exceed three) or other usual and common household pets may be permitted on a Lot. Any animal which, makes objectionable noise or, in the Board's judgment, constitutes a nuisance or inconvenience to the Occupants of other Lots, shall be removed by the owner upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Rottweilers, pit bulls, chows and other aggressive breeds of dogs shall not be allowed within the Community. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Owners shall clean up behind any Pet while walking such Pet on any Common Area. Pets shall be registered, licensed, and inoculated as required by law;

(c) Any activity that emits foul or obnoxious odors outside the Lot or creates noise or other conditions, which tend to disturb the peace or threaten the safety of the Occupants of other Lots;

(d) Any activity that violates local, state, or federal laws or regulations; provided, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities, which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot;

(f) Any noxious or offensive activity (including, without limitation, barking dogs) which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the Occupants of other Lots;

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of constructing a dwelling on a Lot;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to Occupants of other Lots, except alarm devices used exclusively for security purposes;

(i) Use and discharge of firecrackers and other fireworks;

(j) Dumping grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Community, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff, and Declarant and builders approved by Declarant may dump and bury rocks and trees removed from a building site on such building site;

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers. Such containers shall be either screened from view or kept inside, except as reasonably necessary for garbage pick ups;

(l) Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

(m) Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and recorded, except that Declarant shall be permitted to subdivide or replat Lots it owns;

(n) Use of any Lot for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program;

(o) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(p) On-site storage of gasoline, heating, or other fuels, except that: (i) a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, (ii) a buried, underground tank for natural gas may be stored on a Lot if approved in advance by the ARC, and (iii) the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;

(q) Any business, trade, or similar activity, except that an Owner or Occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Community; (iii) the business activity does not involve door-to-door solicitation of residents of the Community; (iv) the business activity does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being

parked within the Community which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Community, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or a builder approved by Declarant with respect to its development and sale of the Community or its use of any Lots which it owns within the Community;

(r) Capturing, trapping, or killing of wildlife within the Community, except in circumstances posing an imminent threat to the safety of persons using the Community;

(s) Feeding wildlife within the Community, provided, however, that feeding birds by small bird houses located within tree(s) on a Lot shall be permitted;

(t) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community;

(u) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Article V;

(v) Operation of motorized vehicles on pathways or trails maintained by the Association;

(w) Any construction, erection, placement, or modification of any thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article V of the Declaration. This shall include, without limitation, landscaped or grassed areas; signs; basketball hoops, swing sets, and similar sports and play equipment; clotheslines; garbage cans; woodpiles; and hedges, walls, dog runs, animal pens, or fences of any kind. Under no circumstances shall the ARC approve the replacement of all or a majority of the grassed area of a Lot with mulch or stone; and

(x) Except during all widely accepted Holiday Seasons, the display of Holiday decorations to include but not limited to decorative lights, statuary, blow up yard decorations, and ornaments; furthermore, if a holiday display creates a significantly increased traffic flow within the Community, the Lot's Owner or Occupant responsible for such display shall remove it upon request of the Board and if the Owner or Occupant does not remove such display within a reasonable time, the Board may remove the display;

3. Prohibited Conditions. The following shall be prohibited within the Community:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community;

(b) Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated, or otherwise fallen into disrepair;

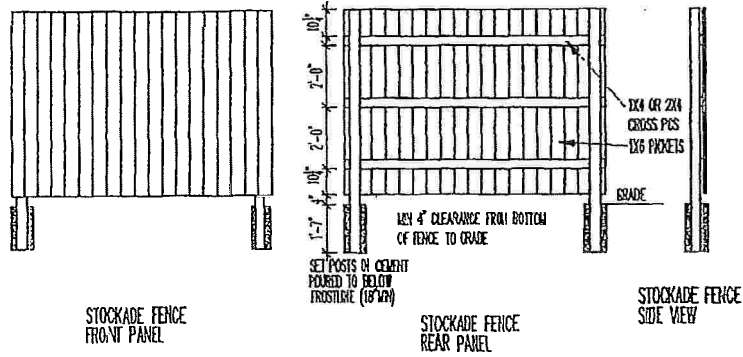
(c) Satellite dishes, antennas, and similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Community; and (i) satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) satellite dishes designed to receive video programming services via multi point distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennas designed to receive television broadcast signals ((i), (ii), and (iii), collectively, "Permitted Devices") shall be permitted; however, any such Permitted Device must be placed in the least conspicuous location on the Lot (generally being the rear yard) at which an acceptable quality signal can be received and is not visible from the street, Common Area, or neighboring property or is screened from the view of adjacent Lots in a manner consistent with the Community-Wide Standard and the Architectural Guidelines; and

(d) Installation of exterior decorative items, including but not limited to statuary, fountains or wishing balls, but not including flags, political signs, symbols and/or permitted exterior decorative lights, except that the Association may adopt reasonable time, number, size, place and manner restrictions regulating displays which are visible from outside the Lot.

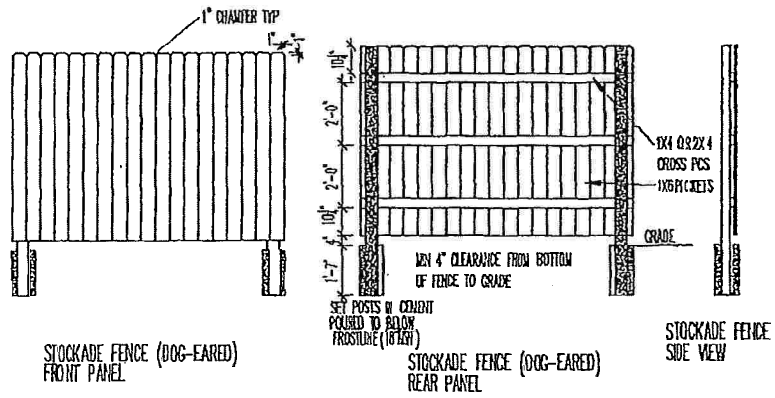
4. Leasing of Lots. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. The Board may require a minimum lease term; however, in no case shall such term be shorter than six (6) months.

EXHIBIT D

STOCKADE FENCE PANEL



STOCKADE FENCE PANEL (DOGEARED)



STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

Ridgeville Crossing Homeowners Association, INC.  
RECORDING OF DOCUMENTS PURSUANT TO  
THE SOUTH CAROLINA HOMEOWNERS  
ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-  
110 TO -170):

1. RIDGEVILLE CROSSING POOL RULES
2. RIDGEVILLE CROSSING HOA NON-  
COMPLIANCE ASSESSMENT SCHEDULE

Declaration originally recorded in Book 114-T at Page 924

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions For Ridgeville Crossing was recorded on February 14, 2017 in the Office of the Register of Deeds for Spartanburg County in Deed Book 114-T at Page 924 (as amended and supplemented, the "Declaration"); and

WHEREAS, pursuant to the Declaration, Ridgeville Crossing Homeowners Association, INC is the Homeowners Association for Ridgeville Crossing; and

WHEREAS, Ridgeville Crossing Homeowners Association, INC desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules, and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Ridgeville Crossing Homeowners Association, INC does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Ridgeville Crossing Homeowners Association, Inc., Pool Rules attached as **Exhibit A**
2. Ridgeville Crossing Homeowners Association, Inc., Fine Schedule attached as **Exhibit B**

IN WITNESS WHEREOF, Ridgeville Crossing Homeowners Association, INC has by its duly authorized officer set its hand and seal this 14 day of April, 2022.

[SIGNATURE PAGE TO FOLLOW]

DEE-2022-20920



DEE BK 136-U PG 547-551

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Recording Fee: \$25.00

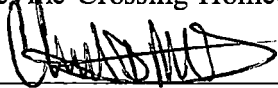
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.

Dorothy Earle, Register Of Deeds

SIGNED SEALED AND DELIVERED  
in the presence of:

Ridgeville Crossing Homeowners Association, INC

Allyson A. Stwall  
(witness #1)

By:  (L.S.)

Print Name: Christopher D. Roberts

Chad Johnson  
(witness #2)

Its: President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGEMENT

I, Susie M. Betenbaugh, Notary Public for the State of South Carolina, do hereby certify that Ridgeville Crossing Homeowners Association, INC, by Christopher Roberts, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 14 day of April, <sup>2022</sup>2018.

Susie M. Betenbaugh  
Notary Public for South Carolina  
My Commission Expires: 10-29-25

# Ridgeville Crossing Homeowners Association Board Community Violations

Effective Date: April 1, 2022

Damage to community property consists of any and all negligent acts by a homeowner, family member, or visiting guest. The homeowner accepts all responsibility of their families and invited guests. As such, the homeowner will be held liable for any direct or indirect community property damage by themselves, their family members, residents living within their home, their guests and visitors. The homeowner will be responsible for paying 100% of all repairs resulting from the negligence. Cost of repairs will be communicated by the mgmt. company and billed directly to the homeowner. Non-payment will lead to further collection actions. Additional violations for damage of community property will consist of the cost of repairs PLUS an additional fine.

Landscaping – it is understood that weeds and bare spots in the lawn may not be resolved in 14 days. Violations for Weeds and bare spots require that the homeowner contact the Management Company within 14 days and provide either (a) Proof of treatment, or (b) An acceptable plan to treat and resolve the Issues.

After a third violation, the HOA board will determine an increasing fine amount to be delivered each month, with a maximum monthly fine amount to not exceed \$1,000 in a calendar month. At any point after the third violation, the HOA board may elect to pursue legal actions to resolve the Issue.

Resolved violations will reset at the beginning of the year (For example, a high grass violation that is resolved in July 2022 would not be considered a 2nd violation in January 2023 if it happens again, but a 2nd high grass violation in the same year would be treated as a 2nd violation. A delinquent violation will NOT reset until it is current).

Due to the severity of the cost and consequences to the whole community for broken glass in the pool, there will be NO warning. Pool fob access will be revoked for the remainder of the season. If a swimmer breaks glass in the pool and causes it to have to be closed, drained and cleaned, the responsible homeowner will be assessed the entire cost.

“Covenants \ Standards Violation” will be used to support the enforcement of less-frequent covenant and standards violations that are not specifically stated above. The standard assessment fee schedule (1<sup>st</sup> offense - Warning, 2<sup>nd</sup> offense - \$50.00, 3<sup>rd</sup> and subsequent offenses - \$100.00 will apply.

Any delinquent assessments or HOA dues will result in the deactivation of the homeowner’s pool fob. Late fees will be applied at rates permitted by the covenants. Late fees will apply and will NOT be waived.



## Ridgeville Crossing Community Pool Rules

Pool Opens May 1<sup>st</sup> and Closes September 30th

Pool Hours are 8:00 A.M. to 9:00 P.M.

FOB required to enter and exit pool area

1. There is NO Life Guard on Duty-Swim at Your Own Risk
2. Diving is prohibited
3. Pool entry gate must be closed at all times. Never prop the pool entry gate open.
4. Children under 16 are not allowed in pool or pool area without an adult 18 or older.
5. Limit of two (2) guests per household\*
6. Guest must always be accompanied by resident. No guest allowed with anyone under the age of 18. Any guest under 18 must be accompanied by an adult resident. **(HOA members are responsible for their guest(s) and responsible for any violations committed by their guest. The HOA board reserves the right to deny access to any HOA guest(s) failing to follow the pool rules)**
7. Solo swimming is not permitted
8. No running or boisterous play or skateboarding is not permitted in pool or pool area
9. Games that disturb other swimmers are not permitted in pool
10. Water balloons are not allowed at the pool or pool area
11. Persons under the influence of drugs or alcohol are not permitted in pool or pool area
12. Persons with communicable diseases or skin, eye or nasal infections may not use pool
13. Animals are not permitted in pool or in pool area
14. Please dispose of all personal trash in provided receptacles. Be sure to clean up any food residue due to bees and ants.
15. Please remove all personal belongings before leaving the pool area
16. Swim diapers are required on all children under (3) AND children not restroom trained. **\*\$250.00 fine\***
17. Grills are not permitted inside the pool area, but may be used in the pool parking lot if used safely.
18. Pool telephone is for 911 use only.
19. Food should only be consumed under the covered canopy area of the pool.
20. **Glass containers are not permitted within pool area. \*\*If anyone is in possession of glass containers a \$500.00 fine will be assessed and pool access revoked for remainder of the season. NO EXCEPTIONS. This is serious due to the fact glass can damage the pool/equipment and the pool must be drained. The violator will be responsible for ALL REPAIRS!**
22. Please do not reserve/hold lounge chairs with towels.
23. Appropriate swim wear must be worn —no street clothes or cutoff jeans
24. Pool Furniture must not be removed from the pool area.
25. Fob must be used to enter and exit the pool area —do not enter without your own fob.
26. Never use your fob to allow others to enter. If an owner's fob does not work, you should direct them to contact Hinson Management at 864-599-9019. If you allow someone to enter without their pool fob your pool privileges will be revoked for the season.
27. No smoking/vaping in pool area.

We are looking forward to a great pool season this year with the help of all owners and residents within Ridgeville Crossing. Please do not lend your pool fob to anyone. If someone asks for your fob, please advise them to call Hinson Management (864) 599-9019 to discuss the pool rules and procedures to obtain their own fob. Please report trespassers to the Spartanburg County Sheriff's Office at (864) 596-2222.

\*If you wish to hold a party at the pool, it can be scheduled with Hinson Management. Please email ethan@hinsonmanagement.com. This will not close the pool to other owners but will allow you to have more than two (2) guests at the pool for a two-hour block. Only one party can be scheduled at a time. Please dispose of all trash and decorations. If you have rearranged the pool furniture, please return it to where you found it. Thank you!

### Fines other than the aforementioned glass container(s) and swim diaper fines are as follows:

1<sup>st</sup> Offense- Warning    2<sup>nd</sup> Offense- \$40.00    3<sup>rd</sup> Offense- \$80.00 and loss of pool access for remainder of the season.

## Ridgeville Crossing Homeowners Association Board Community Violations

EXHIBIT "B"

Violation	First Violation	# Days To Resolve	Second Violation	# Days To Resolve	Third & subsequent	# Days To
Negligent damage to community property	Final Notice plus full cost of repairs or replacement	Immediate	\$250 fine plus full cost of repairs or replacement	Immediate	\$500 fine plus full cost of repairs or replacement	Immediate
Unapproved project	Final Notice	14 days to submit ARC request	\$250 fine	14 days to submit ARC request	\$500 fine	14 days to submit
Pool - Glass at the pool	\$500 fine; pool access revoked	Immediate	\$500 fine; pool access revoked	N/A	\$1000 fine pool access revoked	N/A
<b>Aesthetic - Garbage can visible from street</b>	Friendly reminder	10 days	\$50 fine	10 days	\$100 fine	Immediate
<b>Aesthetic - Improperly stored items visible from street</b>	Friendly reminder	10 days	\$50 fine	10 days	\$100 fine	Immediate
<b>Aesthetic - Portable basketball goal</b>	Friendly reminder	10 days	\$50 fine	10 days	\$100 fine	Immediate
<b>Aesthetic - Faded or unapproved exterior paint</b>	Friendly reminder	30 days	\$50 fine	14 days	\$100 fine	Immediate
<b>Aesthetic - Pressure washing</b>	Friendly reminder	30 days	\$50 fine	14 days	\$100 fine	Immediate
<b>Aesthetic - Other Violation or Maintenance Required</b>	Friendly reminder	30 days	\$50 fine	14 days	\$100 fine	Immediate
<b>Fence - Does not meet standards</b>	Friendly reminder	30 days	\$50 fine	14 days	\$100 fine	Immediate
<b>Fence - Needs Staining or Repair</b>	Friendly reminder	30 days	\$50 fine	14 days	\$100 fine	Immediate
<b>Fence - Other Violation \ Maintenance Required</b>	Friendly reminder	30 days	\$50 fine	14 days	\$100 fine	Immediate
<b>Landscaping - Weeds in lawn</b>	Friendly reminder	14 days to contact Mgmt co. with plan	\$50 fine	14 days to contact with plan to correct	\$100 fine	Immediate
<b>Landscaping - Bare spots in yard</b>	Friendly reminder	14 days to contact Mgmt co. with plan	\$50 fine	14 days to contact Mgmt co. with plan	\$100 fine	Immediate
<b>Landscaping - High grass</b>	Friendly reminder	10 days	\$50 fine	10 days	\$100 fine	Immediate
<b>Landscaping - Overgrown shrubs</b>	Friendly reminder	10 days	\$50 fine	10 days	\$100 fine	Immediate
<b>Landscaping - Ruts \ holes in yard</b>	Friendly reminder	10 days	\$50 fine	10 days	\$100 fine	Immediate
<b>Landscaping - Other Violation or Maintenance Required</b>	Friendly reminder	10 days	\$50 fine	10 days	\$100 fine	Immediate
<b>Vehicle - parking in street \ grass \ sidewalk \ etc...</b>	Friendly reminder	10 days	\$50 fine	10 days	\$100 fine	Immediate
<b>Vehicle - Extended parking in Overflow parking areas</b>	Friendly reminder	10 days	\$50 fine	10 days	\$100 fine	Immediate
<b>Improperly stored trailer or boat</b>	Friendly reminder	10 days	\$50 fine	10 days	\$100 fine	Immediate
<b>Covenants \ Standards Violation (Pets, etc...)</b>	Friendly reminder	10 days	\$50 fine	10 days	\$100 fine	Immediate



**BYLAWS**  
**OF**  
**RIDGEVILLE CROSSING HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1**  
**NAME AND LOCATION**

1.1 Name and Location. The name of the corporation is *Ridgeville Crossing Homeowners Association, Inc.* and it is hereinafter referred to as the "Association." The principal office of the Association shall be located at 8499 Valley Falls Rd., Boiling Springs, SC 29316, or at such other place as may be designated by the Board.

**ARTICLE 2**  
**DEFINITIONS**

2.1 Definitions. For convenience, these Bylaws shall be referred to to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions, and Restrictions for Ridgeville Crossing, as amended, the same having been originally recorded in the Office of the Register of Deeds for Spartanburg County, South Carolina in Deed Book: 114, beginning at Page: 924 (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires. The term "Governing Documents" means the Declaration, any Amended and/or Supplemental Declaration, the Articles, these Bylaws, and the properly adopted rules, regulations, and guidelines of the Association, if any, and all exhibits to any of the foregoing, all as they may be amended from time to time. References to the "Act" shall mean the South Carolina Nonprofit Corporation Act in effect as of the date these Bylaws are adopted by the Association's Board of Directors.

2.2 Applicability. The provisions of these Bylaws are applicable to the Association which operates business affairs of the Association and the common areas of a development known as Ridgeville Crossing, located in the Spartanburg County, South Carolina.

**ARTICLE 3**  
**MEETING OF MEMBERS AND VOTING**

3.1 Annual Meeting. The first meeting of the Members, whether an annual or a special meeting, shall be held on such day and at such time as the Board, by majority vote, shall determine. Subsequent annual meetings of the Members shall be held on a date and time set by the Board which shall be within the first quarter (first three months) of each year after the date of the previous annual meeting.

3.2 Special Meetings. Special meetings of the Members shall be promptly scheduled at any time by the Board upon vote of a majority of the Board of Directors or upon written request of the President. A special meeting of the Members shall be called upon written demand delivered to the Secretary by the Members representing thirty (30%) percent of the total voting power of the Association's membership classes, notice of which shall be by written notice to all Members not less than thirty (30) days but nor more than 60 days of the Secretary's receipt of the

demand. For purposes of determining the thirty (30%) percent, the record date shall be thirty (30) days before delivery of the written demand. In the event of the failure of the Association to send notice of a special meeting within sixty (60) days following delivery of written demand as aforesaid, any Member signing the demand may set the time and place of the special meeting and give notice thereof to all Members in accordance with the Act.

3.3 Notice and Place of Meetings. Unless otherwise provided in the Governing Documents or in the Act, written notice of each meeting of the Members, annual or special, shall be given by, or at the direction of the Secretary or person authorized to call the meeting, at least fourteen (14) days but not more than sixty (60) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice shall be given to a Member by hand delivery, by U.S. mail, or by such other means as shall be permitted under South Carolina law, including, but not limited to (if allowed), overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the Association retains proof of transmission and receipt.

In the case of written demand of Members representing thirty (30%) percent of the total voting power of the Association's membership, written notice of such meeting shall be given not more than sixty (60) days after written demand is delivered to the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting, and shall provide for voting by proxy. If action is proposed to be taken at any meeting for approval for any of the following proposals, the notice shall also state the general nature of the proposal: (a) removing a Director without cause; (b) filling vacancies in the Board of Directors by the Members; or (c) amending the Declaration, Articles or Bylaws. Meetings shall be held within the Property or at a meeting place within the same county, as close to the Property as possible.

Notice of a meeting of Members need not be given to any Member who signs a waiver of notice, in person or by proxy, either before or after the meeting. The waiver must be delivered to the Association for inclusion in the minutes or filing with the corporate records. Attendance of a Member at a meeting, in person or by proxy, shall of itself constitute waiver of notice, except when the Member attends a meeting solely for the purpose of stating his or her objection, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened. Objection by a Member shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

3.4 Quorum. Unless otherwise provided herein, in the Declaration, the Articles, or the Act, the presence of Members representing ten (10%) percent of the votes of all Members, in person or by proxy, shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum of ten (10%) percent of the votes of all Members is present may continue to do business until adjournment and provided further that any action taken shall be approved by a majority of the Members required to constitute such quorum. Unless otherwise provided, any reference hereafter to "votes cast" at a duly called meeting shall be construed to be subject to the quorum requirements established by this Section

3.4. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 3.3.

3.5 Ballots and Representative Voting.

(a) Voting Referendum; Written Ballots. Any vote of the Members on a matter that would be cast at an annual, regular or special meeting may be taken, without a meeting, by ballot, written or electronic, delivered to every Member by the Association. The ballot shall set forth the matter to be voted upon and provide thereon a place to vote for or against such matter. Approval by written or electronic ballot without a meeting shall be effective only when the number of votes cast by ballot equals or exceeds the quorum required to be present had the matter been considered at a meeting, and the number voting for the matter equals or exceeds the number of votes required to approve it had the matter been considered at a meeting at which the requisite quorum is present. Once a written or electronic ballot is received by the Association, it may not be revoked.

A solicitation of votes by ballot shall (i) indicate the record date for Members eligible to vote; (ii) indicate the number of returned ballots voting for or against the matter that is required to satisfy the quorum requirement; (iii) state the required number of votes or percentage voting in favor of the matter required to approve it (except in the case of election of Directors, which shall be by plurality); and (iv) state the date and time by which a Member's completed ballot must be received by the Secretary in order to be counted in the vote to be taken. A Member's signed ballot shall be delivered to the Secretary by hand delivery, by U.S. mail, or by such other means as shall be permitted under South Carolina law, including, but not limited to and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

(b) Proxies. At all meetings of Members, a Member may vote in person or by proxy. The Association's proxy form is attached hereto and incorporated herein as Exhibit A. The appointment form of proxy shall be in writing and received by the Secretary before the appointed time of the meeting or, in the event a matter is called for vote by written or electronic ballot without meeting, prior to the date and time which the Member's ballot must be received by the Secretary in order to be counted in the vote taken. Every proxy appointment shall automatically cease upon conveyance by the Member of his Lot, or upon receipt of written notice by the Secretary of the death or judicially declared incompetence of a Member prior to the counting of the vote, upon revocation of the appointment of the proxy in accordance with the Act, or upon the expiration of the proxy. The proxy shall expire eleven (11) months from the date of the proxy unless the Member expressly provides for a different period in the proxy form but in no event is a proxy valid for more than three (3) years from its date of execution. Unless the proxy appointment form otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. Any proxy appointment form distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon set forth in the notice of the meeting. The

appointment shall provide that, where the Member specifies a choice, the vote shall be cast by the proxy in accordance with that choice. The form shall also identify the person or persons acting as the proxy and the length of time it will be valid. In addition, voting by a proxy shall comply with any other applicable requirements of the Act. The Member's signed proxy appointment form shall be delivered to the Secretary by hand delivery, by U.S. mail, and by such other means as shall be permitted under South Carolina law, including, but not limited to and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt. Attached to these Bylaws as Exhibit "A" is a form of proxy, which may be amended from time to time by a majority vote of the Board of Directors.

### 3.6 Membership and Voting.

(a) Voting. The Association shall have the classes of Members and the weighted voting as provided in the Declaration. Except as otherwise provided in the Governing Documents or the Act, any action by the Association which must have the approval of the Members before being undertaken shall require voting approval by a majority of the votes cast by Members of which the required quorum is represented. An abstention shall be counted as a negative vote in calculating the majority.

(b) Majority Vote. The acts approved by a "majority of the votes" or "a majority of the Members" (as hereinafter defined) shall be binding upon all Members for all purposes, except where otherwise provided by law or the Governing Documents. As used in the Governing Documents, the terms "a majority of the Members" and "majority of the votes" shall mean a majority of the votes entitled to be cast by the Members present in person or by proxy at any duly called meeting of the Members at which a quorum shall have been attained and shall not mean a majority of the Members or Owners themselves, or the number of Lots or the total membership. Similarly, if some greater percentage of votes of the Members is required in any Governing Document, it shall mean such greater percentage of the votes of Members and not of the Members or Owners themselves, the Lots, or the total membership.

3.7 Eligibility to Vote. Except for the voting rights of Lots owned by the Class B Member, voting rights attributable to Lots shall not vest until the Association has levied Assessments against those Lots. Only Members in good standing shall be entitled to vote on any issue or matter presented to the Members for approval. In order to be in good standing, a Member must be current in the payment of all Assessments levied against the Member's Lots and not subject to any suspension of voting privileges as a result of disciplinary proceeding conducted in accordance with the Declaration. A Member's good standing shall be determined as of the record date established in accordance with Section 3.8. The Association shall not be obligated to conduct a hearing in order to suspend a Member's voting privileges based on the nonpayment of Assessments.

### 3.8 Acceptance of Votes.

(a) Criteria. The Association shall apply the following criteria in accepting the vote, consent, waiver, or proxy appointment of a Member:

(i) If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a Member, the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the Member.

(ii) If two or more persons hold membership in the Association by virtue of owning as tenants-in-common, joint tenants, or co-owners in fee of one or more lot(s) in the Subdivision (including without limitation a husband and wife) and the name signed purports to be the name of at least one of the owners of said lot(s) and the person signing appears to be acting on behalf of all the owners of said lot(s), the Association if acting in good faith is entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of all the co-tenants of the Member;

(iii) If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the record name of a Member, the Association if acting in good faith is nevertheless entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the Member if:

a. the Member is an entity and the name signed purports to be that of an officer, director, general partner, manager or agent of the entity;

b. the name signed purports to be that of an attorney-in-fact of the Member and, if the Association requests, evidence acceptable to the Association of the signatory's authority to sign for the Member has been presented with respect to the vote, consent, waiver, or proxy appointment;

c. If the name signed purports to be that of a trustee administrator, executor, guardian, or conservator representing the Member and, if the Association requests, evidence of fiduciary status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment;

d. the name signed purports to be that of a receiver or trustee in bankruptcy of the Member and, if the Association requests, evidence of this status acceptable to the Association has been presented with respect to the vote, consent, waiver, or proxy appointment.

(b) The Association is entitled to reject a vote, consent, waiver, or proxy appointment if the Secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Member.

(c) The Association and its officer or agent who accepts or rejects a vote, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this section are not liable in damages to the Member for the consequences of the acceptance or rejection.

(d) Corporate action based on the acceptance or rejection of a vote, consent, waiver, or proxy appointment under this Section 3.8 is valid unless a court of competent jurisdiction determines otherwise.

### 3.9 Record Dates.

(a) Record Dates Established by the Board. For the purpose of determining which Members are entitled to receive notice of any meeting, vote, act by written ballot without a meeting, or exercise any rights in respect to any other lawful action, the Board may fix, in advance, a "record date" and only Members of record on the date so fixed are entitled to notice, to vote, or to take action by written ballot or otherwise, as the case may be, notwithstanding any transfer of any membership on the books of the Association after the record date, except as otherwise provided in the Articles, by agreement, or in the Act. The record dates established by the Board pursuant to this Section shall be as follows:

(i) Record Date for Notice of Meetings. In the case of determining those Members entitled to notice of a meeting, the record date shall be no more than ninety (90) nor less than twenty (20) days before the date of the meeting;

(ii) Record Date for Voting. In the case of determining those Members entitled to vote at a meeting, the record date shall be no more than thirty (30) days before the date of the meeting;

(iii) Record Date for Action by Written Ballot Without Meeting. In the case of determining Members entitled to cast written ballots, the record date shall be no more than thirty (30) days before the day on which the first written ballot is mailed or solicited; and

(iv) Record Date for Other Lawful Action. In the case of determining Members entitled to exercise any rights in respect to other lawful action, the record date shall be no more than thirty (30) days prior to the date of such other action.

(b) "Record Date" Means as of the Close of Business. For purposes of Section 3.8(a), a person holding a membership as of the close of business on the record date shall be deemed the Member of record.

(c) Failure of Board to Fix a Record Date. If the Board, for any reason, fails to establish a record date, the provisions set forth in the Act shall apply.

3.10 Action Without Meeting. Any action that may be taken at any annual or special meeting of Members (except the election of Directors) may be taken without a meeting in accordance with the provisions of the Act. Any form of written ballot distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except it shall not be mandatory that a candidate for election to the Board be named in the written ballot. The written ballot shall provide that, where the Member specifies a choice, the vote shall be cast in accordance with that choice.



3.11 Order of Business. The order of business at all meetings of the Members shall (unless waived) be as follows: (a) roll call to determine the Members and their voting interests represented at the meeting in person or by proxy and whether a quorum is present; (b) proof of notice or waiver of notice, (c) reading of minutes of preceding meeting; (d) reports on the financial condition and activities of the Association; (e) reports of committees; (f) election of Directors, if any; (g) unfinished business; and (h) new business. Meetings of Members shall be conducted by the officers of the Association, in order for their priority.

3.12 Conduct of Meetings. Meetings of the Members of the Association shall be conducted in accordance with the latest edition of Roberts Rules of Order or such parliamentary procedures as the Association may adopt. Except as otherwise provided by law, any proper matter may be presented at the meeting for action. Members of the Association shall have access to Association records in accordance with the Act. All Members of the Association shall have the right as a Member to attend any meeting of the Board but shall not have the right to speak at any meeting of the Board. Notwithstanding anything herein contained to the contrary, Members shall not have the right as a Member to attend any executive session of the Board called pursuant to Section 6.4 or to attend any closed meeting of the Board to discuss a matter relating to the discipline of a Member, if so, requested by that Member; however, such Member shall be entitled to attend the closed meeting.

3.13 Participation by Members. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Members shall have the right to speak at the annual and special meetings of the Members. A Member does not have the right to speak with respect to items not specifically designated on the agenda; provided, however, that the Board may permit a Member to speak on such items in its discretion. Every Member who desires to speak at a meeting may do so, provided that the Member has filed a written request with the Secretary of the Association prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Members speaking at a meeting shall be limited to a maximum of three (3) minutes per speaker. Any Member may tape record or videotape a meeting, subject to approval by the Board.

#### **ARTICLE 4** **BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

4.1 Number. A Director must be a natural person who is 18 years of age or older. Upon the expiration or termination of the Class B Membership as provided in the Declaration, the Directors elected by the Members shall be Owners. After the Class B Membership ceases to exist, the affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) nor more than five (5) Directors as determined from time to time, unless otherwise provided herein, by a majority of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A reduction in the size of the Board of Directors shall not shorten an incumbent Director's term.

Upon the expiration or termination of the Class B Membership as provided in the Declaration, then control of the Association will transfer to the Class A Members. Upon such

occurrence, it shall be the affirmative obligation of Class A Members to elect Directors and assume control of the Association. Any Directors appointed by the Declarant to the Board of Directors shall resign upon expiration or termination of the Class B Membership.

Upon expiration or termination of the Class B Membership, the then Members shall elect the Owner comprised Board of Directors. The Association shall give not less than thirty (30) days' and not more than sixty (60) days' notice of such special or annual meeting of the Members, as the case may be, to elect the Board of Directors, or the date on which the Association shall count the written ballots distributed to the Members with such notice for the election of the Owner comprised Board of Directors. Each year thereafter, the Members shall elect such number of Directors as shall exist whose terms are expiring.

4.2 Term of Office. The election of Directors shall be by a plurality with the number of nominees equal to the number of vacancies to be filled receiving the greatest number of votes being elected. At the meeting of the Association following the expiration or termination of the Class B Membership held to elect Directors pursuant to Section 4.1, nominees elected as Directors shall serve a term of one (1) year. Beginning at the meeting for election of Directors for calendar year 2023, nominees elected to serve as Directors for calendar year 2023 shall serve for a term commencing at the Director's election and extending until the later of two (2) years or until such Director's successor is duly elected and has taken office, or until the Director resigns or is removed in the manner elsewhere provided. At each subsequent election (i.e., every two years), the term of each Director's service shall commence at the Director's election and extend until the later of two (2) years or until such Director's successor is duly elected and has taken office, or until the Director is removed in the manner elsewhere provided.

4.3 No Term Limits. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms he or she may serve.

4.4 Removal; Vacancies. A Director may be removed from office, with or without cause, at any regular or special meeting of the Members by affirmative vote of the Members (in good standing) holding two-thirds (2/3) of the total votes in the Association. A successor to any removed Director may be elected at the same meeting at which the vacancy is created by the removal of the Director. A Director whose removal is proposed to be voted upon at any meeting shall be given notice of the proposed removal not less than twenty (20) days prior to the date of the meeting and shall be given an opportunity to be heard at the meeting. In the event of death or resignation of a Director, the vacancy shall be filled by majority vote of the Board at a duly held meeting, or by the sole remaining Director. A successor Director shall serve for the unexpired term of his or her predecessor. The Board may call an election at any time to allow the Members to fill any vacancy not filled by the remaining Directors.

4.5 Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for his actual expenses, if reasonable and documented in writing, that are incurred in the performance of his or her duties, including, but not limited to, travel expenses.

4.6 Indemnification of Directors, Officers, Corporate Agents. The Association shall indemnify any present or former Director, officer, employee or other agent of the Association to

the fullest extent authorized under the Act, or any successor statute, and may advance to any such person funds to pay expenses that may be incurred in defending any action or proceeding on receipt of an undertaking by or on behalf of such person to repay such amount unless it is ultimately determined that such person was not entitled to indemnification under this provision.

4.7 Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors, its presiding Officer, the President, or the Secretary. A resignation is effective on the date of receipt unless the notice specifies a later date. If the resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

## ARTICLE 5 NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination. Following termination or expiration of the Class B Membership, nomination for election to the Board of Directors may be made upon motion or other procedure adopted therefor by the Board. Notice to the Members of the meeting for election of Directors shall include the names of all Members who are nominees at the time the notice is sent. Nominations to be placed on the ballot may also be solicited by the Board from the membership, and if the election is to take place at a meeting and not solely by written ballot, nominations may also be made from the floor at the meeting. All candidates shall have reasonable opportunity to communicate their qualifications to Members and to solicit votes. All candidates must be in good standing.

5.2 Election. Elections of the Board shall be conducted as set forth in Section 4.1. At such elections, the Members or their proxies may cast as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. No cumulative voting shall be permitted. Voting for Directors at a meeting shall be by secret written ballot. Voting for Directors may also be conducted by written ballot pursuant to Section 3.5(a).

## ARTICLE 6 MEETINGS OF DIRECTORS

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually at such place, date and hour as may be fixed from time to time by resolution of the Board. The Board shall select a location convenient to the Property. Should a regularly scheduled meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday, excluding Saturday and Sunday.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President or Secretary of the Association, or by any two (2) Directors. Notice of the special meeting shall specify the time and place of the meeting and the nature of the special business to be considered.

6.3 Quorum. A majority of the Directors then in office (but not less than two (2)) shall constitute a quorum for the transaction of business. Every act performed or decisions made

by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by a majority of the required quorum for that meeting.

6.4 Executive Session. With approval of a majority of the Directors present at a meeting in which a quorum for the transaction of business has been established, the Board may adjourn a meeting and reconvene in executive session to discuss or vote upon the following matters: existing or potential litigation, mediation, arbitration or administrative proceedings; personnel or employment or related matters; contracts to purchase or provide goods or services and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; to prevent public knowledge of the matter to be discussed if the Board determines that public knowledge would violate the privacy of any person; or business of a similar nature. Any executive session of the Board shall be closed to the Members. The nature of business to be considered in executive session shall first be announced in open session.

6.5 Telephone Meetings. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting. An explanation of the action shall be filed with the minutes of the proceedings of the Board.

6.6 Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (A) a quorum is present, and (B) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

6.7 Notice of Adjourned Meeting. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

6.8 Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

6.9 Notices Generally. Notice of any meeting of the Board of Directors, whether regular or special, shall be given to each Director by one (1) of the following methods; (A) by personal delivery; (B) written notice by first class mail, postage prepaid; (C) by telephone

communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; or (D) by facsimile transmission to the fax number of the Director or to the e-mail address of the Director, with proof of transmission and receipt thereof being retained in the minutes of the meeting. All such notices shall be given or sent to the Director's address, telephone number, fax number or e-mail address as shown on the records of the Association. Such notice shall be sent to all Directors not less than five (5) days prior to the scheduled time of the meeting (except in the case of an emergency. Notices given by personal delivery, telephone, facsimile transmission or e-mail shall be delivered, telephoned, faxed or e-mailed, as the case may be, at least five (5) days before the time set for the meeting (except in the case of an emergency). Notice of any meeting need not be given to any Director who has signed a waiver of notice or written consent to holding of the meeting.

## **ARTICLE 7** **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

7.1 Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in exercising such powers, except such acts which by law or the Governing Documents may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) Maintenance. Perform and/or cause the performance of the Association's the maintenance responsibilities and/or obligations described in the Declaration;

(b) Insurance. Procure and maintain insurance in the name of the Association as required by the Declaration;

(c) Discharge of Liens. Discharge by payment, if necessary, any lien against the Common Areas and assess the cost thereof to the Member or Members responsible for the existence of the lien (after notice and hearing as required by these Bylaws);

(d) Assessments. Fix, levy, collect and enforce Assessments as set forth in the Declaration;

(e) Expenses and Obligations. Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(f) Records. Cause to be kept minutes of annual and special meetings of Members and to present such minutes to the Members at the next annual meeting of the Members; cause minutes of any special meeting to be kept when requested in writing by one-fourth (1/4) of the Class A Members; and to keep adequate and correct books and records of account, minutes of proceedings of its Board and committees, and a roll of its Members giving their names and addresses and classes of membership;

(g) Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(h) Review of Financial Records. Review at least a quarterly a current reconciliation of the Association's operating and reserve accounts, the current year's actual reserve revenues and expenses compared to the current year's budget, an income and expense statement for the Association's operating and reserve accounts and an accounts receivable aging report. In addition, the Board shall review the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts. For purposes herein, "reserve accounts" shall mean monies that the Association's Board has identified for use to defray the future repair or replacement of, or additions to, the improvements to the Common Areas, which the Association is obligated to maintain.

(i) Reserve Account Withdrawal Restrictions. Written approval by signature or otherwise of at least two (2) Directors are needed for the withdrawal of monies from the Association's reserve accounts, at least one (1) of such Directors shall be the President of the Board.

(j) Reserve Account Fund Management. The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, the improvements to the Common Areas which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established without the approval of a majority of the votes.

(k) Manager. Employ a manager;

(l) Adopt Rules. Adopt rules in accordance with the Declaration;

(m) Assess and Lien. Levy and collect assessments and impose liens as provided in the Declaration.

(n) Enforcement. Enforce the Governing Documents.

(o) Contracts. Contract for goods and/or services in accordance with the Declaration.

(p) Delegation. Delegate its authority and powers to committees, officers or employees of the Association or to a manager employed by the Association. The Board may not delegate the authority to procure insurance, make capital expenditures for additions or improvements chargeable against the reserve funds; to conduct hearings concerning compliance by an Owner or his tenant, lessee, guest or invitee with the Declaration or rules and regulation promulgated by the Board, to temporarily suspend an Owner's rights as a Member of the Association or otherwise impose discipline; to make a decision to levy Assessments; or to make a decision to bring suit, record a claim of lien, or institute foreclosure proceedings for default in payment of Assessments. Any such delegation shall be revocable by the Board at any time. The members of the Board, individually or collectively, shall not be liable for any omission or

improper exercise by the manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board.

(q) Borrowings. Borrow money (i) for the purpose of improving the Property, or any portion thereof, (ii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Property, (iii) for providing services authorized herein, and, (iv) to give as security for the payment of any such loan a mortgage or other security instrument encumbering all or any portion of the Common Areas or other assets of the Association; provided, however, that the lien and encumbrance of any such security instrument given by the Association will be subject and subordinate to any and all rights, interests, options, licenses, easements, and privileges herein reserved or established for the benefit of any Owner or the holder of any Mortgage, irrespective of when such Mortgage is executed or given. In addition, the Board shall be authorized to borrow money from the Declarant and execute a promissory note and other debt instruments to evidence such borrowing.

(r) Other Powers. In addition to any other power contained herein or in the Declaration, the Association may exercise the powers granted to a nonprofit mutual benefit corporation as enumerated in the Act or otherwise provided for in the Declaration.

7.2 Prohibited Acts. The Board shall not take any of actions prohibited of it under the Declaration except with the approval of a majority of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present.

## ARTICLE 8 OFFICERS AND THEIR DUTIES

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

8.2 Election of Officers. The Declarant shall have the sole right to appoint and remove officers until the expiration or termination of the Class B Membership. Thereafter, all officers shall hold office at the pleasure of the Board.

8.3 Term. The Board shall elect the officers of this Association annually and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve. Any person serving as an officer may be re-elected for successive terms and there shall be no limitation on the number of terms during which he or she may serve.

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

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board, but not from the Board, if the officer is also a Board member. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later

time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Duties. The duties of the mandatory officers of the Association are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors and Members; shall see that orders and resolutions of the Board are carried out; shall sign on behalf of the Association all leases, mortgages, deeds and other written instruments and all promissory notes. The President shall have the general powers and duties of management usually vested in the office of the President of a South Carolina Nonprofit Corporation and shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

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

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with the addresses and shall perform such other duties as required by the Board. The ministerial functions of the Secretary in recording votes, keeping minutes, sending notices, and keeping the records of names and addresses of Members may be delegated to an Association manager.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign on behalf of the Association all promissory notes of the Association; shall keep proper books of account; and shall prepare and shall distribute budgets and statements. The ministerial functions of the Treasurer in sending Assessment notices, receiving and depositing Assessments, keeping books and ledgers of account, and preparing and distributing budgets and statements may be delegated to an Association manager.

## ARTICLE 9 COMMITTEES

9.1 Appointment. An Architectural Review Committee may be appointed as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose. No committee, regardless of Board resolution, may: (A) take any final action on matters which, under the Act or Governing Documents also requires Members' approval; (B) fill vacancies on the Board of Directors or in any committee; (C) amend or repeal Bylaws or adopt new Bylaws; (D) amend or repeal any resolution of the Board of Directors; (E) appoint any other committees of the Board of Directors or the members of those committees; or (F) approve any transaction to which the Association is a party and in which one (1) or more Directors or committee members have a material financial interest.



**ARTICLE 10**  
**BOOKS AND RECORDS**

10.1 Inspection by Members. The membership register (including names, mailing addresses, telephone numbers and voting rights), books of account and minutes of meetings of the Members, of the Board (including drafts and summaries), and of committees shall be made available for inspection and copying by any Member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association or at such other place within the Property as the Board shall prescribe within ten (10) days after written request by the Member to the Association. Board minutes shall be available to Members within thirty (30) days of the meeting and shall be distributed to any Member upon request and upon reimbursement of the costs in making that distribution.

10.2 Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records by the Member desiring to make the inspection;
- (b) Hours and days of the week when such an inspection may be made;
- (c) Payment of the cost of reproducing copies of documents requested by a Member.

10.3 Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents, at the expense of the Association.

10.4 Documents Provided by Board. Upon written request, the Board shall, within ten (10) days of the mailing or delivery of such request, provide an Owner with a copy of the Governing Documents, a copy of the most recent budget and statements of the Association, and a true statement in writing from an authorized representative of the Association as to the amount of the Association's current Assessments and fees, as well as any Assessments levied upon the Owner's interest which, as of the date of the statement, are or may be made a lien upon the Owner's Lot. The Board may impose a fee for providing the foregoing, which may not exceed the reasonable cost to prepare and reproduce the requested documents.

**ARTICLE 11**  
**MISCELLANEOUS**

11.1 Amendments. Except as may be provided in the Declaration to the contrary, these Bylaws may be amended in the following manner:

- (a) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

(b) Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Members holding not less than one-third (1/3) of the total votes of the Association. The proposed amendment must be approved by not less than two-thirds of the votes cast by Members, present in person or by proxy at a duly called meeting of the Members

(c) Scrivener's Errors. Notwithstanding the foregoing, the following amendments may be made by the Board of Directors without the necessity of a vote of the Members: amendments to correct any scrivener's errors or to make other nonmaterial changes; to comply with applicable federal, state or local laws; or to bring the Property into compliance with the applicable rules, regulations and requirements of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), U.S. Department of Housing and Urban Development ("HUD"), U.S. Department of Veterans Affairs ("VA"), and any other amendments authorized or permitted by the Declaration.

(d) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Office of the Register of Deeds for the County with a reference in the amendment to the Instrument number of the recorded Declaration.

11.2 Conflicts. In the case of any conflict between the Articles and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

11.3 Fiscal Year. Unless directed otherwise by the Board, the fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

11.4 Use of New Technology. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by law now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent or approval required to be obtained; or (3) any payment required to be made, under the Governing Documents may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. This section shall govern the use of technology in implementing the provisions of the Governing Documents dealing with notices, payments, signatures, votes, consents or approvals.

(a) Electronic Means. To the extent permitted by law, the Association and its Lot Owners and occupants may perform any obligation or exercise any right by use of any technological means that provides sufficient security, reliability, identification and verifiability. Acceptable technological means shall include, without limitation, electronic communication over the internet, or a community or other network, whether by direct connection, intranet, telecopier or e-mail.

(b) Signature Requirements. A digital signature meeting the requirements of applicable law shall satisfy any requirement for a signature under the Governing Documents.

(c) Electronic Funds Transfer. The Lot Owners and occupants may make payment of all sums to and from the Association by electronic transfer of funds creating a record evidencing the transaction for the period such record would be required to be available in non-electronic form.

(d) Voting Rights. Voting and approval of any matter under the Governing Documents may be accomplished by electronic means provided that a record is created as evidence thereof and maintained as long as such record would be required to be maintained in non-electronic form.


(e) Non-Technology Alternatives. If any Owner, occupant or third party does not have the capability or desire to conduct business using electronic or other technological means, the Association shall make reasonable accommodation, at its expense, for such person to conduct business with the Association without use of such electronic or other means until such means has become generally (if not universally) accepted in similar communities in the area.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by the undersigned duly appointed officers and/or authorized representatives.

*[REMAINDER OF PAGE LEFT BLANK]  
[SIGNATURE PAGES FOLLOW]*

I HEREBY CERTIFY THAT the foregoing Bylaws were duly adopted on the 15 day of July 2022.

Ridgeville Crossing Homeowners Association, Inc.

  
\_\_\_\_\_  
Signature

Print Name: Christopher Roberts

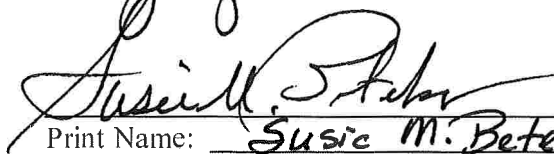
Its: President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, Susie M. Betenbaugh, Notary Public for the State of South Carolina, do hereby certify that the above-signed President Ridgeville Crossing Homeowners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed to before me this 15  
day of July, 2022.

  
\_\_\_\_\_  
Print Name: Susie M. Betenbaugh (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 10-29-25

[REMAINDER OF PAGE LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]

I HEREBY ATTEST THAT the foregoing Bylaws were duly adopted on the 15 day of July 2022.

Ridgeville Crossing Homeowners Association, Inc.

Jennifer Gonzalez  
Signature

Print Name: Jennifer Gonzalez

Its: Secretary

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, Susie M. Beterbaugh, Notary Public for the State of South Carolina, do hereby certify that the above-signed Secretary of Ridgeville Crossing Homeowners Association, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed to before me this 15 day of July, 20 22.

Susie M. Beterbaugh (SEAL)  
Print Name: Susie M. Beterbaugh  
Notary Public for South Carolina  
My Commission Expires: 10-29-25

EXHIBIT A

Ridgeville Crossing Homeowners Association, Inc.  
FORM OF LIMITED PROXY

The undersigned being all of the record owner(s) of the below identified Lot *Ridgeville Crossing Subdivision* hereby appoints the following person as my proxy holder with full power of substitution to attend the [Annual] [Regular] [Special] Meeting of **Ridgeville Crossing Homeowners Association, Inc.**, a South Carolina non-profit corporation ("Association"), to be held [insert location], at \_\_\_\_\_ p.m. on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ [fill in name of proxy holder]; or

if no other proxy holder is designated above, the Secretary of the Association, for the purpose of acting on all matters that may come before the meeting and any adjournment thereof to represent the undersigned with all the powers that the undersigned would possess if personally present except that my proxy holder's authority is limited as indicated below:

**Vote Instructions:** Indicate your vote on the following Proposed Resolutions by checking "Yes" if you wish to vote for passage of the Proposed Resolution or "No" if you wish to vote against passage of the Proposed Resolution. If no selection is made, then "Yes" shall apply.

**Proposed Resolutions**

I. [insert text of proposed resolution]

Indicate Choice: YES \_\_\_\_\_ NO \_\_\_\_\_

II. [insert text of proposed resolution]

Indicate Choice: YES \_\_\_\_\_ NO \_\_\_\_\_

The undersigned ratify(ies) and confirm(s) all acts and things that the proxy shall lawfully do or cause to be done subject to the limitations indicated herein, whether at the Meeting or at any change, adjournment or continuation of it and revoke(s) all proxies previously given to anyone for the above purposes. This proxy shall expire eleven (11) months from its date of execution. If the undersigned expressly wants to provide for a different period, indicate the expiration date in the following blank, but in no event is a proxy valid for more than three (3) years from its date of execution:

Tax Number or Lot# \_\_\_\_\_

Property Physical Address: \_\_\_\_\_

Executed by all of the owners of the above referenced Lot this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

***EACH OWNER'S NAME MUST BE LEGIBLY PRINTED BENEATH HIS OR HER SIGNATURE***

DEE-2024029920  
Recorded 7 on 07/29/2024 03:47:31 PM  
Recording Fee: \$25.00  
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
ASHLEYB. WILLIAMS REGISTER OF DEEDS  
BK:DEE 147-L PG:926-932

STATE OF SOUTH CAROLINA

RIDGEVILLE CROSSING HOMEOWNERS ASSOCIATION, INC.

COUNTY OF SPARTANBURG

RECORDING OF DOCUMENTS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-110 TO-170):

1. Ridgeville Crossing Homeowners Association Community Violations Guidelines
2. Ridgeville Crossing Community Pool Rules

CROSS REFERENCE: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIDGEVILLE CROSSING PHASE/SECTION III, recorded in Book 114-T, Page 924.

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Ridgeville Crossing Phase/Section III was recorded on February 14, 2017 in the Office of the Register of Deeds for Spartanburg County in Deed Book 114-Tat Page 924 (as amended and supplemented, the "Declaration"); and

WHEREAS, pursuant to the Declaration, Ridgeville Crossing Homeowners Association, Inc. is the Homeowners Association for Ridgeville Crossing.

NOW THEREFORE, Ridgeville Crossing Homeowners Association, Inc. does hereby record the following pursuant to the South Carolina Homeowners Association Act:

1. Ridgeville Crossing Homeowners Association Community Violations Guidelines, attached as **Exhibit "A"**; and
2. Ridgeville Crossing Community Pool Rules, attached as **Exhibit "B"**

IN WITNESS WHEREOF, Ridgeville Crossing Homeowners Association, Inc. has, by its duly authorized officer, set its hand and seal this 29 day of July, 2024.

[SIGNATURE PAGE TO FOLLOW]

SIGNED SEALED AND DELIVERED  
in the presence of:

**RIDGEVILLE CROSSING HOMEOWNERS  
ASSOCIATION, INC.**

Allyson A. Small  
(witness #1)

By: [Signature] (L.S.)

Breanna Bridges  
(witness #2)

Print Name: Chris Roberts

Its: President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGEMENT

I, Susie M. Betenbaugh, Notary Public for the State of South Carolina, do hereby certify that Ridgeville Crossing Homeowners Association, Inc. by Chris Roberts, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 29 day of July, 2024.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: 10-29-25



# Ridgeville Crossing Homeowners Association Community Violations Guidelines

## EXHIBIT "A"

Violation	First Violation	# Days To Resolve	Second Violation	# Days To Resolve	Third & subsequent	# Days To Resolve
<b>Negligent damage to community property</b>	Final Notice plus full cost of repairs or replacement	Immediate	\$250 fine plus full cost of repairs or replacement	N/A	\$500 fine plus full cost of repairs or replacement	N/A
<b>Unapproved project</b>	Final Notice	14 days to submit ARC request	\$250 fine	14 days to submit ARC request	\$500 fine	14 days to submit ARC request
<b>Pool - Glass at the pool</b>	\$500 fine; pool access revoked	Immediate	\$500 fine; pool access revoked	N/A	\$1000 fine pool access revoked.	N/A
<b>Discharge of fireworks anywhere in the neighborhood</b>	\$250.00 fine	Immediate	\$500 fine	N/A	\$500 fine	N/A
<b>Aesthetic - Garbage can visible from street</b>	Friendly reminder	3 days	\$100 fine	Immediate	\$200 fine	Immediate
<b>Aesthetic - Improperly stored items visible from street</b>	Friendly reminder	3 days	\$100 fine	Immediate	\$200 fine	Immediate
<b>Aesthetic - Portable basketball goal</b>	Friendly reminder	3 days	\$100 fine	Immediate	\$200 fine	Immediate
<b>Aesthetic - Faded or unapproved exterior paint</b>	Friendly reminder	30 days	\$100 fine	14 days	\$200 fine	Immediate
<b>Aesthetic - Pressure washing</b>	Friendly reminder	30 days	\$100 fine	14 days	\$200 fine	Immediate
<b>Aesthetic - Other Violation or Maintenance Required</b>	Friendly reminder	30 days	\$100 fine	14 days	\$200 fine	Immediate
<b>Fence - Does not meet standards</b>	Friendly reminder	30 days	\$100 fine	14 days	\$200 fine	Immediate
<b>Fence - Needs Staining or Repair</b>	Friendly reminder	30 days	\$100 fine	14 days	\$200 fine	Immediate
<b>Fence - Other Violation \ Maintenance Required</b>	Friendly reminder	30 days	\$100 fine	14 days	\$200 fine	Immediate

EXHIBIT "A"

## Ridgeville Crossing Homeowners Association Community Violations Guidelines

Landscaping - Weeds in lawn	Friendly reminder	Contact Mgmt company or HOA board member immediately with a plan to correct. Results of treatment should be visible within 14 days.	\$100 fine	Contact Mgmt company or HOA board member immediately with a plan to correct. Results of treatment should be visible within 14 days.	\$200 fine	Immediate
Landscaping - Bare spots in yard	Friendly reminder	Contact Mgmt company or HOA board member immediately with a plan to correct. Results of treatment should be visible within 14 days.	\$100 fine	Contact Mgmt company or HOA board member immediately with a plan to correct. Results of treatment should be visible within 14 days.	\$200 fine	Immediate
Landscaping - High grass	Friendly reminder	3 days	\$100 fine	Immediate	\$200 fine	Immediate
Landscaping - Overgrown shrubs	Friendly reminder	5 days	\$100 fine	3 days	\$200 fine	Immediate
Landscaping - Ruts/Holes in Yard	Friendly reminder	5 days	\$100 fine	3 days	\$200 fine	Immediate
Landscaping – Other Violation or Maintenance Required	Friendly reminder	10 days	\$100 fine	3 days	\$100 fine	Immediate
Vehicle – parking in street\grass\sidewalk\etc...	Friendly reminder	Immediate	\$100 fine	Immediate	\$200 fine	Immediate
Vehicle – Extended parking in Overflow parking areas	Friendly reminder	Immediate	\$100 fine	Immediate	\$200 fine	Immediate
Improperly stored trailer or boat	Friendly reminder	Immediate	\$100 fine	Immediate	\$200 fine	Immediate
Covenants \ Standards Violation (Pets, etc...)	Friendly reminder	5 days	\$100 fine	3 days	\$200 fine	Immediate

# Ridgeville Crossing Homeowners Association Community Violations Guidelines

**Effective Date: April 4, 2024**

Damage to community property consists of all negligent acts by a homeowner, family member, or visiting guest. The homeowner accepts all responsibility of their families and invited guests. As such, the homeowner will be held liable for any direct or indirect community property damage by themselves, their family members, residents living within their home, their guests and visitors. The homeowner will be responsible for paying 100% of all repairs resulting from the negligence. Cost of repairs will be communicated by the mgmt. company and billed directly to the homeowner. Non-payment will lead to further collection actions. Additional violations for damage of community property will consist of the cost of repairs PLUS an additional fine.

Landscaping – It is understood that weeds and bare spots in the lawn may not be resolved in 14 days. Violations for weeds and bare spots require the homeowner to contact the Management Company or a HOA Board Member immediately with (a) Proof of treatment, or (b) An acceptable plan to treat and resolve the issues. Results should be visible within 14 days of treatment.

After a third violation, the HOA board will determine an increasing fine amount to be delivered each month, with a maximum monthly fine amount to not exceed \$1,000 in a calendar month. At any point after the third violation, the HOA board may elect to pursue legal actions to resolve the issue.

Resolved violations will reset at the beginning of the year (For example, a high grass violation that is resolved in July 2024 would not be considered a 2nd violation in January 2025 if it happens again, but a 2nd high grass violation in the same year would be treated as a 2nd violation. A delinquent violation will NOT reset until it is current). **FINES FOR DISCHARGING OF FIREWORKS WILL NOT RESET AT THE BEGINNING OF THE YEAR.**

Due to the severity of the cost and consequences to the whole community for broken glass in the pool, there will be NO warning. Pool fob access will be revoked for the remainder of the season. If a swimmer breaks glass in the pool and causes it to have to be closed, drained and cleaned, the responsible homeowner will be assessed the entire cost.

Discharging of fireworks is a safety hazard to all residents and their property due to residences being near each other. The discharging of fireworks in the neighborhood is also prohibited per our HOA covenants. **The homeowner WILL NOT be issued a warning.** A \$250.00 fine for the first offense will be issued. Second and subsequent offenses will be a \$500.00 fine. The homeowner accepts all responsibility of their families and invited guests/visitors. As such, the homeowner will be fined if family members, guests/visitors discharge fireworks.

“Covenants \ Standards Violation” will be used to support the enforcement of less-frequent covenant and standards violations that are not specifically stated above. The standard assessment fee schedule (1<sup>st</sup> offense - Warning, 2<sup>nd</sup> offense - \$100.00, 3<sup>rd</sup> and subsequent offenses - \$200.00 will apply.

Any delinquent assessments or HOA dues will result in the deactivation of the homeowner’s pool fob. Late fees will be applied at rates permitted by the covenants. Late fees will apply and will NOT be waived.

## EXHIBIT "B"

**Ridgeville Crossing Community Pool Rules**

Pool Opens May 1<sup>st</sup> and Closes September 30th

Pool Hours are 8:00 A.M. to 9:00 P.M.

FOB required to enter and exit pool area.

1. There is NO Lifeguard on Duty- Swim at Your Own Risk
2. Diving is prohibited
3. Pool entry gate must be closed at all times. Never prop the pool entry gate open.
4. Children under 16 are not allowed in the pool or pool area without an adult 18 or older.
5. Limit of four (4) guests per household\*
6. Guests must ALWAYS be accompanied by a resident. No guests allowed with anyone under the age of 18. Any guest under 18 must be accompanied by an adult resident. **(HOA members are responsible for their guest(s) and responsible for any violations committed by their guest. The HOA board reserves the right to deny access to any HOA guest(s) failing to follow the pool rules.)**
7. Solo swimming is not permitted
8. No running or boisterous play or skateboarding is not permitted in pool or pool area
9. Games that disturb other swimmers are not permitted in pool
10. Water balloons are not allowed at the pool or pool area
11. Persons under the influence of drugs or alcohol are not permitted in pool or pool area
12. Persons with communicable diseases or skin, eye or nasal infections may not use pool
13. Animals are not permitted in pool or in pool area
14. Please dispose of all personal trash in provided receptacles. Be sure to clean up any food residue due to bees and ants.
15. Please remove all personal belongings before leaving the pool area
16. Swim diapers are required on all children under (3) AND children not restroom trained. **\*\$250.00 fine\***
17. Grills are not permitted inside the pool area but may be used in the pool parking lot if used safely.
18. Pool telephone is for 911 use only.
19. Food should ONLY be consumed under the covered canopy area of the pool.
20. **Glass containers are not permitted within the pool area. \*\*If anyone is in possession of glass containers a \$500.00 fine will be assessed and pool access revoked for the remainder of the season. NO EXCEPTIONS. This is serious due to the fact glass can damage the pool/equipment and the pool must be drained. The violator will be responsible for ALL REPAIRS!**
22. Please do not reserve/hold lounge chairs with towels.
23. Appropriate swimwear must be worn - no street clothes or cutoff jeans
24. Pool Furniture must not be removed from the pool area. Pool furniture is not allowed in the pool.
25. Fob must be used to enter and exit the pool area - do not enter without your own fob.
26. Never use your fob to allow others, to enter. If an owner's fob does not work, you should direct them to contact Hinson Management at 864-599-9019. If you allow someone to enter without their pool fob your pool privileges will be revoked for the season. If your pool privileges are revoked/suspended you cannot be "guest" of a HOA member.
27. No smoking/vaping in the pool area.

We are looking forward to a great pool season this year with the help of all owners and residents within Ridgeville Crossing. Please do not lend your pool fob to anyone. If someone asks for your fob, please advise them to contact Hinson Management (864) 599-9019 to discuss the pool rules and procedures to obtain their own fob. If your FOB does not work and Hinson Management is closed, please contact Chris Roberts at (864) 497-4557. Please report trespassers to the Spartanburg County Sheriff's Office at (864) 596-2222.

\*If you wish to hold a party at the pool, it can be scheduled with Hinson Management. Please email ethan@hinsonmanagement.com. This will not close the pool to other owners but will allow you to have more than four (4) guests at the pool for a two-hour block. This will enable you to bring six (6) additional guests. **(A member can only request the two hour block and additional guests twice during each pool season.)** Only one party can be scheduled at a time. Please dispose of all trash and decorations. If you have rearranged the pool furniture, please return it to where you found it. Thank you!

Fines other than the aforementioned glass container(s) and swim diaper fines are as follows:

1<sup>st</sup> Offense- Warning    2<sup>nd</sup> Offense- \$80.00    3<sup>rd</sup> Offense- \$160.00 and loss of pool access for remainder of the season.