## Exhibit B

## GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC. BOARD RESOLUTION 2018-008

The undersigned, being the Board of Directors (hereafter referred to as the "Board") of the Glenlake Upstate Homeowners Association, Inc. (hereafter referred to as the "Association"), by and through this Board Resolution ("Resolution") hereby resolve that:

WHEREAS, Article V of the Bylaws of the Association authorizes the Board to establish by Board Resolution certain committees and to establish the rules and governance of those committees; and

WHEREAS, the Board believes it is in the best interest of the Association to establish, pursuant to the governing documents of the Association, a standing Townhome Committee charged with advocating for the interests of, and helping to administer the affairs of, the Townhome Lots (hereafter also referred to as "The Arbours at Glen Lake" or "The Arbours") and Townhome Lot Owners (hereafter also referred to as "Townhome Owners");

NOW THEREFORE, THE BOARD HEREBY RESOLVES THAT A STANDING TOWNHOME COMMITTEE SHALL BE DESIGNATED AND OPERATE AS FOLLOWS TO ADVOCATE FOR THE INTERESTS OF, AND ASSIST IN ADMINISTERING THE AFFAIRS OF, THE ARBOURS:

- 1. <u>Purpose and Powers of the Townhome Committee:</u> The specific purposes for which the Townhome Committee is formed are to assist the Board in the maintenance, preservation, and architectural control of The Arbours, subject to the following constraints:
  - (a) The Townhome Committee may develop unique Townhome regulations and establish a schedule of fines for violating those regulations. However, no fine or regulation shall be less stringent than those of the Association. In no instance may the Townhome Committee permit any violation of the standards as stated in the Declarations. All regulations promulgated and/or proposed by the Townhome Committee must be first approved by the Board before implementation.
  - (b) As specified in the Declarations, Article V, the Townhome Committee shall develop an annual budget and corresponding assessment for the Townhome Lots that covers estimated operating expenses and an adequate contribution to long-term Reserves. The budget and assessment for the next fiscal year must be submitted to the Board for approval by November 1. If the Board determines that the budget is not adequate to cover the current and future needs of The Arbours, the Board can require the Townhome Committee to modify the budget and assessment as needed. The company and/or entity designated, retained, and/or otherwise employed by the Association for the purpose of managing the daily operations of the Association (the "Management") will inform the Townhome Owners of the new budget and assessment by the end of November.
  - (c) As specified in the Declarations, Article V, section 5.8 as amended, with respect to those matters which pertain exclusively to The Arbours, the Townhome Committee may levy Special Assessments from time to time. Special Assessments for The Arbours must be approved at a meeting by two-thirds (2/3) of all Townhome Lot Owners. Special Assessments shall be paid as determined by the Townhome Committee and the Townhome Committee may permit Special Assessments to be paid in installments extended beyond the fiscal year in which the Special Assessment is imposed.
  - (d) The Townhome Committee may develop Architectural standards for The Arbours that are no less stringent than those enforced by the Association. However, in all instances requiring Architectural review as established in the Declarations, the application by any Townhome Owner(s) must first be approved by the Association's Architectural Review Committee before it can be approved by the Townhome Committee. To the extent there is a conflict between the approval of the Association's

Architectural Review Committee and the Townhome Committee, the Association's Architectural Review Committee's decision shall control.

- (e) The Townhome Committee, in the name of the Association, may bring suit for: (i) the collection of delinquent assessments specific to The Arbours; or (ii) enforcement of regulations unique to The Arbours. However, all legal actions must first be approved by the Board and all legal fees must be taken from the Townhome Operating and/or Savings Accounts (see 7.(a) and 7.(b), below). In no instance shall Reserves be used for legal fees or the Association be responsible for legal fees incurred by the Townhome Committee.
- (f) The Townhome Committee must ensure that the Townhome Lots are maintained in accordance with the minimum standards set forth in the Declarations governing the Association and any regulation promulgated by the Townhome Committee governing The Arbours.
- (g) The Townhome Committee may not enter into contracts independently of the Association because The Arbours is not a legal entity separate from the Association. All contracts for less than one thousand dollars (\$1,000) for labor or services for the benefit of the Townhome Owners, and to be paid for by funds from the Townhome Accounts (see 7.(a) and 7.(b), below), may be entered into on behalf of The Arbours by Management. Contracts involving more than one thousand dollars (\$1,000) must be approved by the Board as a contract with the Association on behalf of The Arbours.
- (h) In accordance with the Declarations, Article IX, sections 9.1(a) and 9.1(b), the Townhome Committee is charged with the responsibility and authority to solicit bids for appropriate hazard insurance to cover The Arbours. However, any contract for insurance services must be approved by the Board and executed as a contract with the Association on behalf of The Arbours.
- (i) Due to the lack of exact borders between the Townhome Lots and surrounding private lawns and Association common areas, The Arbours must use the same landscape contractor designated, retained, and/or otherwise employed by the Association (the "Landscape Contractor").
- (j) The Arbours must use the same Management as the Association unless the Townhome Committee can demonstrate to the Board, by way of bid and proposed contractual agreement, that a different agent can provide superior service at the same or lower cost and will fully and seamlessly cooperate and coordinate with the Association's Management. If the Board is in agreement, it will enter into the contract with the new agent on behalf of The Arbours at a date consistent with renewal of the Association's current Management contract.
- (k) The Arbours must use the same legal counsel and accountant as the Association unless the Townhome Committee can demonstrate to the Board, by way of bid and proposed contractual agreement, that a different firm can provide superior service at the same or lower cost and will fully and seamlessly cooperate and coordinate with the Association's representatives. If the Board is in agreement, it will enter into the contract with the new firm(s) on behalf of The Arbours as soon as that can be accomplished given current contractual agreements or retainers.
- 2. <u>Annual Meeting</u>: The Annual Meeting of the Townhome Owners shall occur within 30 days following the Association's Annual Meeting, at the Glen Lake Clubhouse at a time and date determined by the current Townhome Committee as long as the chosen date is not on a legal holiday.
  - (a) The main purpose of The Arbours at Glen Lake Annual Meeting is to either: (i) elect by secret ballot the three (3) members of the Townhome Committee from the slate of Townhome Owners previously approved by the Board; or (ii) to receive notice of the appointment of any Townhome Committee member(s) appointed by the Board.
  - (b) If an election is conducted at the first Annual Meeting of The Arbours from an approved slate of Townhome Owners, the person receiving the most votes will serve for three (3) years, the one receiving the next highest number of votes will serve for two (2) years, and the person receiving the next highest count will serve for one (1) year. If the Townhome Committee is appointed by the

Board rather than elected, the Board shall determine the terms of Townhome Committee membership applicable to each member.

- (c) At each Annual Meeting thereafter, the Townhome Owners shall elect Townhome Committee members for terms of two (2) years, provided, however, that such Townhome Committee members shall continue to serve until their successors are elected and qualified or until their earlier resignation, removal, incapacity, or death and provided that qualified Townhome Owners volunteer to be placed on a slate of nominees.
- (d) Other business—such as reviewing the End of Year financial statements or presenting proposed regulations and fee schedules—can be conducted at the Annual Meeting. A portion of the meeting should be reserved for Townhome Owner comments, questions, and discussion as appropriate under Robert's Rules of Order.
- (e) A liaison member of the Board will attend the Annual Meeting.
- 3. <u>Special Meetings:</u> Special Meetings of the Townhome Owners may be called at any time by the Chair, Secretary, or Treasurer of the Townhome Committee ("the Townhome Committee Officers") or by the Townhome Owners' demand if at least twenty-five percent (25%) of the Townhome Owners entitled to vote sign, date, and deliver to any Townhome Committee Officer one or more written demands for the meeting, describing the purpose(s) for which it is to be held. Only those matters that are within the scope of the purpose(s) described in the meeting demands and notice may be discussed at the Special Meeting; the meeting will be conducted according to Robert's Rules of Order. A liaison member of the Board will attend each Special Meeting.
- 4. <u>Notice:</u> Written notice in English specifying the time and date the meeting is to be held at the Glen Lake Clubhouse and, in the event of an Annual Meeting, any matter(s) that must be approved by the Townhome Owners and, in the event of a Special Meeting, the purpose(s) for which the Special Meeting is called, shall be given by any fair and reasonable manner.
  - (a) The mailing of a copy of such notice of a Special or Annual Meeting by first class mail at least ten (10) days and not more than thirty (30) days before such meeting date to each Townhome Lot Owner entitled to vote at the meeting, addressed to the Townhome Lot Owner's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice shall be considered fair and reasonable.
  - (b) The electronic transmission of a copy of such notice of a Special or Annual Meeting at least ten (10) days and not more than sixty (60) days before such meeting date to each Townhome Lot Owner entitled to vote at the meeting, sent to the Townhome Lot Owner's email address as given to the Townhome Committee for the purpose of notice shall also be considered fair and reasonable.
  - (c) The hand delivery by a Townhome Committee Officer of a copy of such notice of a Special or Annual Meeting at least ten (10) days and not more than sixty (60) days before such meeting date to each resident Townhome Lot Owner entitled to vote at the meeting who has not supplied an email address to the Townhome Committee for the purpose of notice shall also be considered fair and reasonable.
- 5. <u>Quorum</u>: The presence at a meeting, whether in person or by proxy, of Townhome Owners entitled to cast fifty percent (50%) of the total votes of the Townhome Lots shall constitute a quorum for any action.
- 6. <u>Townhome Committee Composition and Meeting Conduct</u>: The three (3) members of the Townhome Committee serve at the pleasure of the Board and are either elected by Townhome Owners from a slate approved by the Board or are appointed by the Board. In turn, members of the Townhome Committee decide among themselves who will serve as an officer in the Townhome Committee.

Officers for the purpose of the Townhome Committee shall be the Chair, Treasurer, and Secretary. Townhome Committee Officers are selected to serve in their respective position for a period of one (1) year; this one (1) year period shall not be construed to limit the term of each respective member's membership on the Townhome Committee as set forth in section 2 herein-above or as set forth in section 6(b) herein-below.

- (a) The slate of Townhome Committee nominees is chosen by the existing Board before the Association's Annual Meeting. Subsequent to the first Annual Meeting of the Association at which Officers were elected from the Glen Lake Lot Owners—February 3, 2018—volunteers for Townhome Committee membership will be solicited from the Townhome Owners at the same time that nominees for the Board are solicited from the members of the Association. If enough Townhome Owners who are deemed qualified by the current Board volunteer to participate and serve on the Townhome Committee, the Townhome Committee will be composed exclusively of the Townhome Owners on the approved slate who are elected by their fellow Townhome Owners at their Annual Meeting. If not, the current Board can appoint one or more Association members to the Townhome Committee will be announced at the Annual Meeting of the Townhome Owners. Terms of Townhome Committee membership are set by vote counts or by the Board (see Annual Meeting, 2(b), above).
- (b) Each member of the Townhome Committee must be willing to serve as an Officer of the Townhome Committee; persons not willing to serve in such a capacity should not volunteer for the Townhome Committee. If they volunteer, and are appointed or elected to the Townhome Committee, and subsequently refuse to serve as an Officer or fail to faithfully execute the duties of the office they hold, they may be replaced by the Board pursuant to section 6(e) set forth herein-below.
- (c) All Townhome Committee members must be members in good standing of the Association and, if appropriate, The Arbours.
- (d) Townhome Committee members who are not in good standing, or who die, or resign, or who, in the sole discretion of the Board, fail to adequately discharge their fiduciary responsibilities will be removed by the Board and replaced by a qualified Townhome Owner or, if no qualified Townhome Owner can be induced to serve, a qualified member of the Association. Any such replacement Townhome Committee member shall serve the unexpired portion of the term of the removed member.
- (e) A liaison member of the Board will attend all regular Townhome Committee meetings in a nonvoting capacity; these regular Townhome Committee meetings are not open to other members of The Arbours or the Association.
- (f) Minutes from each Townhome Committee meeting, once approved, shall be retained by the Secretary of the Townhome Committee and a copy sent to the Secretary of the Board.
- (g) Management will send an electronic copy of each monthly financial statement, as well as the Year End statement, for The Arbours to the Treasurer of the Board as well as to the Treasurer of the Townhome Committee.
- 7. <u>Townhome Committee Assessment Payments and Depositories</u>: All monies collected by Management at the direction of the Townhome Committee shall be for the exclusive use and benefit of The Arbours and such monies may be applied by Management to the payment of any of the expenses of operating and managing The Arbours subject to the financial limitations specified here and in other sections of this Resolution. As Monthly Assessments, or Special Assessments levied by the Townhome Committee, are paid to Management by the other Owner sof Townhome Lots; however, all funds and other assets of The Arbours, and any increments thereto or profits derived therefrom, shall be held for the sole benefit of the Townhome Lot Owners and shall be maintained separate and apart from the funds of the Association. All funds generated by Monthly Assessments on the Townhomes, or Special Assessments levied by the

Townhome Committee, shall be deposited into one (1) of three (3) FDIC insured Townhome Accounts as specified below.

- (a) Funds from the Monthly Assessments allocated to both the Operating budget and the Reserves shall be deposited into the Operating Account used by Management to pay monthly expenses.
- (b) Every month, Management shall move a set amount from the Operating Account to a separate bank Account that will serve as a short-term Savings Account. The dollar amount of this monthly transfer shall be determined by the Association Treasurer in consultation with the Treasurer of the Townhome Committee during the annual budgeting process. Monies deposited in this Savings Account will fund large annual bills (such as insurance), monthly utilities that exceed expected amounts, or unexpected but routine repairs.
- (c) Any funds from Special Assessments levied by the Townhome Committee to cover shortfalls in Operating expenses (including routine repairs) shall also be deposited into the Savings Account.
- (d) Deposits to, and withdrawals from, the Operating Account, withdrawals from the Savings Account for budgeted expenses, withdrawals from the Savings Account for two thousand dollars (\$2,000) or less for non-budgeted expenses, and deposits to the Savings Account shall be made by Management as authorized by the Association. Any non-budgeted withdrawals from the Savings Account exceeding two thousand dollars (\$2,000) must first be approved by both the Townhome Committee Treasurer and the Board Treasurer prior to withdrawal.
- (e) Every month, Management shall move a set amount from the Operating Account to a separate bank Account that will serve as a long-term Reserves Account. The dollar amount of this monthly transfer shall be determined by the Association Treasurer in consultation with the Treasurer of the Townhome Committee during the annual budgeting process. This Reserves Account will be opened with the provision agreed to by the bank or institution that such funds may be withdrawn only by signature of one (1) member of the Townhome Committee and two (2) members of the Board.
- (f) Any Special Assessments levied by the Townhome Committee for expenses that should have been covered by Reserves shall be deposited by Management directly into the Reserves Account.
- (g) All funds in all three (3) Townhome Accounts referenced above, Operating Account, short-term Savings Account, and Reserves Account, can be used only for the direct benefit of the Townhomes. Any appropriation by Management or the Board of such funds to cover general Association expenses or shortfalls is expressly prohibited.
- 8. <u>Association Special Assessments and Insurance Payments and Depositories</u>: Any funds received from Hazard Insurance for damage to The Arbours shall be deposited in accordance with the Declarations, Article IX, sections 9.1(b), 9.10(6) and 9.10(9). Any funds from Special Assessments levied by the Association for covering such repair costs in excess of insurance proceeds shall be deposited in accordance with the Declarations, Article IX, section 9.10(9). All such funds can be used only for the direct benefit of the Townhomes. Any appropriation by Management or the Board of such funds to cover general Association expenses or shortfalls is expressly prohibited.
- 9. Indemnification: The Association shall indemnify an individual made a party to a proceeding because the individual is or was a Townhome Committee Officer against liability incurred in the proceeding if the individual complies with the requirements of the South Carolina Nonprofit Corporation Act, §§ 33-31-101 et. set., (the "Act") and shall pay for or reimburse the reasonable expenses incurred by the Townhome Committee Officer who is a party to a proceeding in advance of final disposition of the proceeding if the Townhome Committee Officer complies with the terms of the Act.

The Board reserves the right to amend, modify, change and/or otherwise remove this Resolution at any time in accordance with Article 5 of the Bylaws.

Page6 of 6

#### Glenluke Upstate HOA Board Resolution 2018-008

In order to facilitate execution, this Resolution may be executed in multiple counterparts, which shall together constitute one original instrument. The signatures of all Board members passing this Resolution are set forth herein below.

ADOPTED this 4714	day of	<u> </u>
	By:	SIL
	Print Name:	SCOTT ASHE
	Its:	PRESIDENT
	By:	Ph
	Print Name:	ROBHANSSEN
	Its:	VI LE PRESIDEI JT
	By:	Martha Alook
	Print Name:	M DETHA COOK
	Its:	TREASURER
	By: Print Name:	BARBARA LINDSEY
	Its:	SECRETARY
	By:	WIDN
	Print Name:	BILL BROWN
	Its:	AT-LARGE MEMBER
	By:	Steven yantos
	Print Name:	STEVEN YANTIS
	Its:	AT-LARGE MEMBER
	By:	Fill 200
	Print Name:	-
	Its:	

## Exhibit C

Glenlake Upstate HOA Board Resolution 2018-010

#### GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC. BOARD RESOLUTION 2018-010

The undersigned, being the Board of Directors (hereafter referred to as the "Board") of the Glenlake Upstate Homeowners Association, Inc. (hereafter referred to as the "Association"), do hereby resolve that:

WHEREAS, Article XV of the Declaration of Protective Covenants, Conditions and Restrictions for the Association (hereafter referred to as the "Declarations") authorizes the Board to enforce the Declarations as well as the Bylaws of the Association (hereafter referred to as the "Bylaws"); and

WHEREAS, Article III, Section 3.21 of the Bylaws authorizes the Board to enforce the Bylaws and Declarations (hereafter jointly referred to as the "Governing Documents") of the Association; and

WHEREAS, the Board believes it is in the best interest of the Association to establish, pursuant to the Governing Documents of the Association, a fair and equitable procedure to remedy breaches of the Governing Documents;

NOW THEREFORE, THE BOARD HEREBY RESOLVES TO ESTABLISH THE FOLLOWING PROCEDURES FOR ENFORCING THE GOVERNING DOCUMENTS OF THE ASSOCIATION:

- A breach of the Governing Documents is reported to the Association Manager by a member of the Association by the completion of the Resident Complaint Form or by the Association Manager's own observation.
- The Association Manager will research the Governing Documents to determine if the reported action is a violation. If in the Association Manager's opinion, a violation has occurred, the Board will be notified and it, or an appointed designee, will visit the property to verify the accuracy of the report.
- 3. When the breach is confirmed by the Board, the Board will Communicate in writing to the Association Manager to send the **Notice of Violation** letter to the registered owner of the property which is in violation. This letter will be sent from the office of the Association Manager, and more specifically, from the Association Manager's staff member who would be charged with compelling compliance with the Governing Documents within the community.
  - (a) This letter will notify the owner of the specific portion of the Governing Documents that the property is violating, the exact wording of the Governing Documents, the specific steps to be taken to remedy the breach and a specific time period during which the breach may be remedied without further actions being taken by the Association.
  - (b) If the breach is remedied within the time period, no further action will be taken.
- 4. A member of the Board or a member of a committee which may be established for this purpose will verify at the expiration of this time period that the breach is either remedied to the

satisfaction of the Association or that the property continues to be in violation of the use restriction identified in the notification letter.

- 5. Upon verification that the breach is ongoing past the time period set forth in the Notice of Violation letter, the Board will cause a Notice of Failure to Comply letter to be sent to the registered owner of the property that remains in violation. This letter will be sent from the office of the Association Manager and more specifically from the Association Manager's staff member who would be charged with compelling compliance with such use restrictions within the community.
  - (a) This letter will reference the Notice of Violation letter and detail the specific use restriction that the property is violating, the specific steps to be taken to remedy the breach, a specific time period during which the breach may be remedied without further actions being taken by the Association and the actions that may be taken by the Association to remedy the breach.
  - (b) This letter will notify the registered owner of the property that remains in violation that the Association intends to recover from such registered owner all costs associated with any and all remedy actions taken by the Association.
  - (c) If the breach is remedied within the time period, no further action will be taken.
- 6. A member of the Board or a member of a committee which may be established for this purpose will verify at the expiration of this time period that the breach is either remedied to the satisfaction of the Association or that the property continues to be in violation of the use restriction identified in the notification letter.
- 7. Upon verification that the breach is ongoing past the time period set forth in the Notice of Failure to Comply letter the Board will convene in Executive Session either in person or by any other means approved by the Board for the purpose of taking a vote to determine the remedy action to be taken by the Association. Upon a majority vote by the Board, the President will notify the Executive Officer of the Association Manager in writing to proceed with the affirmed action.
- 8. Upon notification from the Board of their decision to proceed and the action to be taken, a **Notice of Legal Action** letter will be sent by certified US Mail to the registered owner of the property that remains in violation. This letter will be sent from the office of the Executive Officer of the Association Manager who oversees the Management of the community.
  - (a) This letter will reference the Notice of Violation letter and the Notice of Failure to Comply letter. This letter will detail the failure of the owner to bring their property into compliance, an additional grace period within which to comply, and the intent of the Association to bring legal actions again st the registered owner of the property if the breach is not remedied within this grace period. These legal actions may take the form of Fines for Non-compliance, Self-Help remedies as permitted by the Governing Documents, or actions being taken in the Courts. The letter will also state the Association's intent to recover from the registered owner of the property that remains in violation all costs associated with any and all remedy actions taken by the Association. These costs will include but are not limited to the Cost of the Notice of Legal Action letter, attorney's fees, court costs, contractor invoices, and administrative fees.

- (b) If applicable, the Association's Attorney will be copied on this letter in order to prevent any undue delays. Further, if this action has been referred to the Attorney the registered owner of the property which remains in violation must conduct all further communications with the Association's Attorney.
- (c) If the Board issues a fine for non-compliance as a first step in the Legal Process, the fines structure will be detailed in this notice. These fines will be collected in accordance with the Governing Documents and Association policy.
- (d) The Board may suspend the registered owner's right to use any part of the Common Property and to participate in HOA activities.
- (e) In accordance with Section 3.21 of the Bylaws, the registered owner of the property may challenge the fine or suspension of registered owner's rights by requesting a hearing before the Board for its reconsideration of the fine or suspension. The request must be made in accordance with the Governing Documents.
- 9. A member of the Board or a member of a committee which may be established for this purpose will verify at the expiration of this time period that the breach is either remedied to the satisfaction of the Association or that the property continues to be in violation of the Governing Documents identified in the notification letter.
- 10. Upon verification that the breach is ongoing past the time period set forth in the Notice of Legal Action letter the Association Manager will move forward with the appropriate actions as previously determined by the Board. All of the preceding actions taken by the Association Manager will be deemed as authorized by the Board.
- 11. The Board will cause payment to be remitted to cover all cost for such remedy actions paid from Association funds at the time service is rendered. The Board will take all actions necessary to recover this cost from the violating home owner. These collection actions will be pursuant to the Governing Documents and published Association policies.

The Board reserves the right to modify this Resolution at any time in its sole discretion.

In order to facilitate execution, this Resolution may be executed in multiple counterparts, which shall together constitute one original instrument. The signatures of all Board members passing this Resolution appear below.

ADOPTED this 2<sup>ST</sup> day of JUNE, 2018.

_	SUND
By:	
Print Name:	SLOTTASHE
lts:	FRESIDENT
Ву:	the
Print Name:	POER HANESEN
lts:	VICE PRESIDENT
By:	Martha A. Coole_
Print Name:	MARTHA COOK
lts:	TREASURER SECRETARY
By:	Challyn -
Print Name:	CHAD SQUIRES
lts:	member
	12
Ву:	with
Print Name:	BILL BROWN
lts:	member
By:	Steve Hantis
Print Name:	STELIE VANTIS
lts:	Stave fangles
Ву:	Mabril/
Print Name:	AMI MARRY
lts:	Member

## Exhibit D

Glenlake Upstate HOA Board Resolution 2018-014

GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC. BOARD RESOLUTION 2018-014

The undersigned, being the Board of Directors (hereafter referred to as the "Board") of the Glenlake Upstate Homeowners Association, Inc. (the "Association"), by and through this Board Resolution ("Resolution") hereby resolve that:

WHEREAS, Article III, section 3.18 of the Bylaws of the Association grants the Board certain Powers and assigns to the Board certain Duties; and

WHEREAS, the Board believes it is in the best interest of the Association to establish, pursuant to the governing documents of the Association, a standard Code of Ethics that will govern the behavior of all individuals serving in electable positions within the Association;

NOW THEREFORE, THE BOARD HEREBY RESOLVES THAT THE FINAL TWO (2) PAGES OF THIS RESOLUTION SHALL CONSTITUTE A CODE OF ETHICS THAT MUST BE ACCEPTED, IN WRITING, BY EVERY INDIVIDUAL SERVING THE ASSOCIATION IN AN ELECTABLE OFFICE. ANY ALLEDGED VIOLATIONS OF THIS CODE WILL BE REFERRED TO THE BOARD'S LEGAL COUNSEL WHO SHALL ASSESS THE EVIDENCE AND ADVISE THE BOARD REGARDING THE LIKELY VALIDITY OF THE CLAIM AND, IF APPROPRIATE, RECOMMEND A PENALTY UP TO, AND INCLUDING, EXPULSION FROM OFFICE AND LEGAL REDRESS IN THE COURTS.

The Board reserves the right to amend, modify, change and/or otherwise remove this Resolution at any time in accordance with Article III of the Bylaws.

The signatures of all Board members passing this Resolution appear below. ADOPTED this <u>15th</u> day of <u>November</u>, 2018.

Ву:	WIRE	By:	Analnu-
Print Name:	William Brown	Print Name:	Amy Mabry
lts:	President	lts:	Member
By:	Marhot Cool	Ву:	
Print Name: /	MarthaCook	Print Name:	Chad Squires Absent
lts:	Treasurer	lts:	Member
By:	haddinkied	Ву:	
Print Name:	Heather Dill	Print Name:	Steven Yantis Absent
lts:	Secretary	lts:	Member
By: Print Name:	Rob Hanssen		
lts:	Vice President		

## Glenlake Upstate Home Owners Association, Inc. Code of Ethics for Electable Officers

This model code of ethics is not meant to address every potential ethical dilemma encountered by an Individual who serves on the Board of Directors (hereafter referred to as the "Board"), or serves on the Townhome Committee (hereafter referred to as the "Committee") or holds any other electable position in the Glenlake Upstate Home Owners Association, Inc. (hereafter referred to as the "Association").

#### Persons serving in Electable Positions should:

- Fully disclose any personal or professional relationships they may have with any company or individual who has, or is seeking, a business relationship with the Association.
- Recuse themselves from any Board deliberations or votes on matters directly and individually affecting any Association owner, resident, contractor or supplier who is a relative, or whose relationship with them exceeds casual friendship, or whose relationship with them could reasonably constitute—or even present the appearance of constituting—a conflict of interest.
- Act within the boundaries of their authority as defined by law and the governing documents of the Association and, if applicable, of any subordinate Neighborhood.
- Perform their duties without bias for or against any individual or group of owners or non-owner residents within the Association and, if applicable, within any subordinate Neighborhood.
- Use sound judgment to make the best possible business decisions for the Association, and, if applicable, any subordinate Neighborhood, taking into consideration all available information, circumstances and resources.
- Strive always to serve the best long-term interests of the entire Association and, if applicable, any subordinate Neighborhood, regardless of their personal Interests.
- o Work together as a group, share perspectives, and seek to agree on a unified path forward.
- Always speak with one voice, supporting all duly-adopted decisions of the Board or Committees even if in the minority regarding actions that may not have obtained unanimous consent.
- Provide opportunities outside of Committee Meetings and Open Board Meetings, when appropriate, to allow owners to comment on decisions facing the Neighborhoods or Association.
- o Conduct and/or support and/or participate in open, fair and well-publicized elections.

#### Persons serving in Electable Positions should not:

- Reveal to any Association owner, resident, or any other third party (excluding Board members, Committee colleagues, and the Association's Llaison to Management but including, although not limited to, spouses and other relatives, significant others, friends, business associates, and personal or professional support staff) the discussions, decisions and comments made at any closed meeting or during members' telephone conversations or electronic communications regarding issues that are considered in closed meetings (such as Committee Meetings and Board Executive Sessions). This prohibition on disclosure shall last until the Board authorizes public disclosure of that specific information and, thus, can last beyond the individuals' tenure in elected office.
- o Divulge to any Association owner, resident, or any third party (excluding Board members, Committee colleagues, and the Association's Liaison to Management but including, although not limited to, spouses and other relatives, significant others, friends, business associates, and personal or professional support staff) any personal information about any Association owner, resident or employee that was obtained in the performance of the individuals' duties. This prohibition on disclosure shall last until the Board authorizes public disclosure of that specific information and, thus, can last beyond the individuals' tenure in elected office.
- o Use their positions or decision-making authority for personal gain or to seek advantage over another owner or non-owner resident of the Association.
- Make personal attacks on Board members, Committee colleagues, members of appointed committees, Association staff, or Association owners and non-owner residents.
- Harass, threaten or attempt through any means to control or instill fear in any elected Committee member, Board member, appointed committee member, or in any Association owner, non-owner resident, employee or contractor.
- o Misrepresent known facts in any issue involving Neighborhood or Association business.
- Reveal confidential information provided by contractors to anyone not on the group directly supervising the contract (excluding Board members and the Association's Liaison to Management but including, although not limited to, spouses and other relatives, significant others, friends, business associates, and personal or professional support staff). This disclosure prohibition lasts indefinitely.
- o Make unauthorized promises to a contractor or bidder.
- Advocate or support any action or activity that violates a law or regulatory requirement.
- o Spend unauthorized Association, Neighborhood, or Committee funds for their personal benefit.
- Accept any gifts—directly or indirectly—worth more than twenty-five dollars (\$25.00) from any Association owners, residents, contractors or suppliers who are not relatives or friends motivated by affection or similar personal reasons.

Name, Home Address	
E-mail Address	Cell Number
Signature	Date

RULES NON-COMPLIANCE FINES									
					Legal Ac	tion Phas	Legal Action Phase: Fines, Self-Help, and Court	-Help, and	d Court
X	Letter:		Letter:		Letter:		Letter:		Letter:
	Notice of	Days	Failure to	Days	First Non-	Days	Second Non-	Days	Third Non-
Actions that Start and Stop	Violation [No Fine]	between letters	Comply [No Fine]	between letters	between Compliance & letters Fine*	n letters	Compliance & Fine	betwee n letters	Compliance & Fine
Declaration Section Number and Title									
		10	•	10	\$25.00	7	\$50.00	7	\$100.00
		10		10	\$50.00	7	\$100.00	7	\$150.00
8 20 - a Garbarge and Refuse Disposal		1 0		5 0	\$100.00	J (	\$200.00	<b>7</b> C	\$400.00
	•	30		30	\$10.00	7	\$20.00	7	\$30.00
8.22 Nuisance		10		10	\$25.00	7	\$50.00	7	\$75.00
8.23 Unsightly or Unkempt Conditions	•	10	•	10	\$100.00	7	\$200.00	7	\$400.00
8.26 Guns		10		10	\$50.00	7	\$100.00	7	\$150.00
Simple (Observed) Verification									
9				}		I		i.	
8.7 Terraces. Detached Garages and Eaves		30		30	\$100.00	7.	\$200.00	7	\$400.00
	•	30	•	30	\$100.00	7	\$200.00	7	\$400.00
8.9 Storage Sheds and Garages	•	30	•	30	\$100.00	7	\$200.00	7	\$400.00
8.11 Obstructions to View at Intersection		10	•	10	\$50.00	7	\$100.00	7	\$150.00
8.12 Completion of Construction		10	•	10	\$500.00	Ч	\$500.00	н	\$500.00
8.12 Completion of Landscaping		10	•	10	\$10.00	1	\$20.00	Ч	\$30.00
8.13 Aesthetics, Nature Growth	5	10		10	\$100.00	Z	\$200.00	7	\$400.08

\*Circumstances, determined by the Board, may only involve a Notice of Violation. Notice of Fine gives 15 day grace period before first fine is levied. \*\*Board has the right to tow the vehicle in violation after 10 days if not moved.

÷.

Exhibit E

Glen X Lake

7 \$400.00	\$200.00	7	\$100.00	10	•	30	•	1.37 Streams and Wetlands	8.37
7	\$200.00	7	\$100.00	10	•	10	ı	1.36 Entry Features	8.36
7	\$50.00	7	\$25.00	10	•	10	•	1.35 Exterior Security Devices	8.35
7	\$200.00	7	\$100.00	10	•	10	,	1.34 Exteriors	8.34
7	\$50.00	7	\$25.00	10		10	,	1.33 Gardens and Play Equipment	8.33
7	\$200.00	7	\$100.00	30	ı	30	,	1.32 Swimming Pools and Hot Tubs	8.32
7	\$200.00	7	\$100.00	10	ı	30	ı	1.31 Energy Conservation Equipment	8.31
7	\$200.00	7	\$100.00	10	,	30	ı	.30 Similar Items	8.30
							ï	Artificial Vegetation, Exterior Sculpture, Fountains, &	
7	\$20.00	7	\$10.00	10	•	10	ł	1.29 Lighting	8.29
7	\$50.00	7	\$25.00	10	•	10	ł	1.28 Air Conditioning Units	8.28
7	\$50.00	7	\$25.00	30	ı	30	1	1.27 Utility Lines	8.27
7 \$400.00	\$200.00	7	\$100.00	10	ı	10	•	1.25 Drainage	8.25
7	\$50.00	7	\$25.00	10	•	<u>1</u> 0		1.24 Antennas	8.24
7	\$50.00	7	\$25.00	10	•	10	,	1.20 b. Unscreened Garbarge cans, Woodpiles, Hot tubs, Spas	8.20
7	\$50.00	7	\$25.00	10	,	10	•		8.19
7	\$20.00	7	\$10.00	10	ł	10		1.15 Signs	8.15
7 \$400.00	\$200.00	7	\$100.00	30	1	30	,	.14 Delivery Receptacles, Property Identification Markers and all other Streetscapes	8.14
n letters & Fine	& Fine	n letters	Fine*	letters	[No Fine]	letters	[No Fine]	SIMPIE (Ubserved) Verification continued	sim
betwee Compliance	Compliance	betwee	between Compliance & betwee	between	Comply	between	Violation		) )
Days Third Non-	Second Non-	Days	First Non-	Days	Failure to	Days	Notice of		
	Letter:		Letter:		Letter:		Letter:		
-Help, and C	Legal Action Phase: Fines, Self-Help, and Court	tion Pha	Legal Act						

\*Circumstances, determined by the Board, may only involve a Notice of Violation. Notice of Fine gives 15 day grace period before first fine is levied. \*\*Board has the right to tow the vehicle in violation after 10 days if not moved.

## Exhibit F

## Glen Lake Homeowners Association Clubhouse Reservation Form

The clubhouse may be reserved for a maximum of twelve (12) hours on the day of the event, from 10:00 AM to 10:00 PM. This includes ALL SET-UP AND CLEAN-UP TIME. If the renter occupies the clubhouse before or after this specific time block, that is a violation of the agreement.

Glen Lake Homeowner's Name: \_\_\_\_\_

Glen Lake Homeowner's Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Reservation Date: \_\_\_\_\_\_ Reservation Time (12 hours) From 10:00 AM to 10:00 PM

Type of Function: \_\_\_\_\_\_\_ Number of Guests Expected: \_\_\_\_\_\_ \*\*75 guest maximum from Memorial Day Weekend through Labor Day; 100 guest maximum all other days\*\*

By signing this reservation request, I am acknowledging the receipt, review and acceptance of all clubhouse rental responsibilities as detailed on this and the following pages of the Glen Lake Homeowners Association Clubhouse Rental Agreement. I understand that **violation of any of these responsibilities** may result in fines and/or the loss of my security deposit, and that violations of the Guest and Host Parking section in this Agreement may also result in the towing of the offending vehicle(s) at their owners' expense. I further understand that I am responsible for, and I agree to pay for, any damage to the facilities resulting from my event.

I acknowledge that the clubhouse is to be rented and events hosted exclusively by Glen Lake residents in good standing. Therefore I will not rent the clubhouse on behalf of a relative or friend. I will be present the entire time of my event.

Homeowner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Deposit:** A two hundred dollar (\$200.00) security deposit is required to reserve the clubhouse. This check should be made payable to Hinson Management, Inc. and must be paid at least ten (10) days in advance of the event. This check will be returned to the homeowner if, upon inspection, all clubhouse rental responsibilities have been met and no damages done to the facilities.

Homeowner's Check # \_\_\_\_\_

**<u>Rental Fee</u>**: A one hundred fifty dollar (\$150.00) rental fee is required to reserve the clubhouse. This check should be made payable to Hinson Management, Inc. and must be paid at least ten (10) days in advance of the event. This fee is non-refundable unless the reservation is canceled at least three (3) days prior to the event.

Homeowner's Check # \_\_\_\_\_

**<u>Confirmation</u>**: Reservations are confirmed by a completed Clubhouse Reservation Form, payment of both the deposit and the rental fee, and the approval of Hinson Management, Inc., as indicated below. **Please keep this form with you while using the clubhouse.** 

Approved:

Approval Date:

For Hinson Management, Inc.

# STATE OF SOUTH CAROLINA

Glenlake Upstate Homeowners Association, Inc.

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

1. GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC. BOARD RESOLUTION 2019-001

Declaration originally recorded in Book 82-R at Page 862

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 Protective Covenants, Conditions, and Restrictions For Glenlake Subdivision, Phase No. 1 was recorded on March 31, 2005 in the Office of the Register of Deeds for Spartanburg County in Deed Book 82-R at Page 862 (as amended and supplemented, the "Declaration"); and

WHEREAS, pursuant to the Declaration, Glenlake Upstate Homeowners Association, Inc. is the Homeowners Association for the Glenlake Subdivision; and

WHEREAS, Glenlake Upstate 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, Glenlake Update Homeowners Association, Inc. does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

Glenlake Update Homeowners Association, Inc. Board Resolution 2019-001, Attached as Exhibit A

IN WITNESS WHEREOF, Glenlake Upstate Homeowners Association, Inc. has by its duly authorized officer set its hand and seal this  $\underline{\mathcal{BH}}$  day of  $\underline{\mathcal{DMMan}}$ , 2020.

[Signature Pages to Follow]

DEE-2020-3160

DEE BK 126-S PG 514-517

Recorded 4 Pages on 01/23/2020 02:19:32 PM 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:

MN

(witness #1)

BORREN (witness #2)

)

)

Glenlake Upstate Homeowners Association, Inc.

Bv (L.S.) Print Name:

Its:

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

hnisty Dunn

\_\_\_\_\_, Notary Public for the State of South Carolina,

do hereby certify that Glenlake Upstate Homeowners Association, Inc. by \_\_\_\_\_

Don Hazzard, its President personally appeared

before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this Bth day of Januar 2020. Notary Public for South Carolina My Commission Expires: 

## EXHIBIT A

Page 1 of 2

## GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC. **BOARD RESOLUTION 2019-001**

The undersigned, being the Board of Directors (hereafter referred to as the "Board") of the Glenlake Upstate Homeowners Association, Inc. (hereafter referred to as the "Association"), do hereby resolve that:

WHEREAS, Article 8.1 of the Declaration of Protective Covenants, Conditions and Restrictions of the Association authorizes the Board to promulgate, modify or delete use restriction and rules and regulation applicable to the Community; and

WHEREAS, the Board believes it is in the best interest of the Association to establish a new rule restricting the feeding of water fowl with the objective of reducing nuisance of said water fowl and protecting the water fowl from consuming harmful matter.

NOW THEREFORE, THE BOARD HEREBY RESOLVES THAT A NEW RULE IS PROMULGATED AS FOLLOWS:

No homeowner, resident, guest or any other person shall be allowed to feed water fowl in the Common Areas without explicit prior written approval of the Board of Directors.

The signatures of all Board members passing this Resolution appear below.

ADOPTED this _	6 <sup>th</sup>	day of	, 2019.
		Ву:	and Some
		Print Name	- Ched Squires
		lts:	menso
		By:	Sherrie Staffer
		Print Name:	: Sherrie Stoffer
		lts:	member
		Ву:	fare
		Print Name:	KUB MAHEREN
		lts:	SUCKE TARY

Page 2 of 2

Glenlake Upstate HOA Board Resolution 2019-001 🎢

1.0

Board Resolution 20	019-001 0 0110.
By:	Ju 19kg
Print Name:	Jon S. Hapin
Its:	Treasurer
Ву:	Carpon Brit
Print Name:	Antiony Saines
Its:	Vice Preset
Ву:	DMARS
Print Name:	On Hazzap
Its:	President
Ву:	
Print Name:	
lts:	

DEE-2024001075 Recorded 18 on 01/09/2024 04:15:57 PM Recording Fee: \$25.00 Office of REGISTER OF DEEDS, SPARTANBURG, S.C. ASHLEY B. WILLIAMS REGISTER OF DEEDS BK:DEE 144-W PG:702-719

STATE OF SOUTH CAROLINA	GLENLAKE UPSTATE 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):
	<ol> <li>JOINT RESOLUTION 2023-001</li> <li>BOARD RESOLUTION 2023-002</li> <li>BOARDRESOLUTION 2023-003</li> </ol>

#### CROSS REFERENCE:

#### 1. DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENLAKE SUBDIVISION, PHASE NO. 1, RECORDED IN DEED BOOK <u>82-R</u> AT PAGE 862.

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 Protective Covenants, Conditions and Restrictions for Glenlake Subdivision, Phase No. 1 was recorded on March 31, 2005 in the Office of the Register of Deeds for Spartanburg County in Deed Book <u>82-R</u> at Page <u>862</u> (as amended and supplemented, the "Declaration"); and

WHEREAS, pursuant to the Declaration, Glenlake Upstate Homeowners Association, Inc. is the Homeowners Association for Glenlake Subdivision; and

NOW THEREFORE, Glenlake Upstate Homeowners Association, Inc. does hereby record the following pursuant the South Carolina Homeowners Association Act:

- 1. Joint Resolution 2023-001 attached as **Exhibit A**; and
- 2. Board Resolution 2023-002 attached as Exhibit B.
- 3. Board Resolution 2023-003 attached as Exhibit C

Effective June 6, 2023, **Exhibit B** hereto supersedes, replaces, and supplants the Clubhouse Reservation Form and Rental Agreement Rules and Guidelines previously recorded as Exhibit C to that RECORDING OF DOCUMENTS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-110 TO-170), which was recorded on June 03, 2022, Deed Book 137-M at Page 265.

Effective June 6, 2023, **Exhibit C** hereto supersedes, replaces, and supplants the Glen Lake Community Pool Rules previously recorded as Exhibit D to that RECORDING OF DOCUMENTS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT (S.C. CODE ANN. §§ 27-30-110 TO -170), which was recorded on December 20, 2022, Deed Book 140-E at Page 1.

IN WITNESS WHEREOF, The Glenlake Upstate Homeowners Association, Inc. has by its duly authorized officer set its hand and seal this  $\underline{\bigcirc}$  day of January, 2024.

**GLENLAKE UPSTATE HOMEOWNERS** SIGNED SEALED AND DELIVERED in the presence of: ASSOCIATION, INC. Print Name: Z Its: President Witness 2/N Motary Public STATE OF SOUTH CAROLINA ACKNOWLEDGMENT ) COUNTY OF SPARTANBURG ) USIE M. Betenbaugh, Notary Public for the State of South Carolina, do hereby certify that Glenlake Upstate Homeowners Association, Inc., by \_,its President, personally appeared before me this Edward MEDuffie day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this 4 day of January, 2024. Notary Public for South Carolina My Commission Expires:  $10^{\circ}$ 

#### Exhibit "A"

Glenlake Upstate HOA Joint Resolution 2023-001

Page 1 of 3

## GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC. JOINT RESOLUTION 2023-001

The undersigned, being the Board of Directors (hereafter referred to as the "Board") of the Glenlake Upstate Homeowners Association, Inc. (hereafter referred to as the "Association") and the members of the Townhome Committee, do hereby resolve that:

WHEREAS The South Carolina Homeowners Association Act ("SC HOA Act"; S.C. Code Ann. § 27-30-110 et al) sets certain restrictions to the enforceability of governing documents, rules, regulations and amendments; and

WHEREAS the Townhomes are homes in a Neighborhood with specific benefits and services within the Glenlake Subdivision as defined in the Declaration of Protective Covenants, Conditions and Restriction for Glenlake Subdivision, its Amendments and Supplementary Amendments; and the Townhome Committee has powers and duties to administer these specific benefits as defined in the Bylaws of Glenlake Upstate Homeowners Association, Inc. and its Amendment; and

WHEREAS as documented in the meeting minutes of the Board meeting of August 23, 2018 ("August 2018 Minutes"), it was determined that the Townhome areas and the Common areas have a joint irrigation water meter located near 240 Stewarts Landing; and that the Townhome Owners had been paying the irrigation water costs for both the Townhome areas and the Common areas between 2005 and 2018; and it was agreed by the Board to transfer to the Townhome Committee fifty-five thousand dollar (\$55,000) to compensate Townhome Owners for excess water payments between 2005 and 2018; and

WHEREAS in 2019 five thousand dollar (\$5,000) were transferred, in 2020 ten thousand dollar (\$10,000) were transferred, in 2021 ten thousand dollar (\$10,000) were transferred, in 2022 fifteen thousand dollar (\$15,000) were transferred and in 2023 fifteen thousand dollar (\$15,000) were transferred; and

WHEREAS as documented in the August 2018 Minutes, it was determined that a proper distribution of costs for the joint water meter was sixty-three percent (63%) for the Association and thirty-seven percent (37%) for the Townhome Owners based on the respective surface areas that are irrigated; and

WHEREAS the Board and the Townhome Committee wish to memorialize the finalization of the repayment and agreement on the distribution of costs; and wish to ratify these to comply with the SC HOA Act;

A JOINT DECLARATION BY THE BOARD AND THE TOWNHOME COMMITTEE WILL BE MADE AS FOLLOWS:

Article 1. The Townhome Committee acknowledges and confirms that a total of fifty-five thousand dollar (\$55,000) has been transferred from the Association account into the Townhome Committee's account to compensate the Townhome Owners for excess water payments between 2005 and 2018.

**Article 2.** The Townhome Committee will relinquish all further claims for compensation regarding the joint irrigation water meter for the period between 2005 and the date of passing this resolution.

Article 3. The Board will relinquish all claims on the moneys transferred to compensate the Townhome Owners for excess water payments between 2005 and the date of passing this resolution.

Article 4. The Board and Townhome Committee will continue the determined distribution of costs of the joint irrigation water meter (*i.e.* 63% for the Association and 37% for the Townhome Owners) until a suitable solution involving separation of the two irrigation areas is implemented, or a different distribution of cost is agreed to by both parties by amending this Resolution.

Article 5. Articles 1,2,3 and 5 of this Resolution can only be amended when such amendment is supported by a majority of the Total Association Vote and a majority of all Townhome Owners at a Special Meeting of the Association. Article 4 of this resolution can be amended with approval of a majority in both the Board and the Townhome Committee or when such amendment is supported by a majority of the Total Association Vote and a majority of all Townhome Owners at a Special Meeting of the Association.

#### Severability

If any part, term or provision of this Resolution is held to be illegal, in conflict with any law or otherwise invalid, or revoked or amended, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Resolution did not contain the particular part, term or provisions held to be illegal, invalid, revoked or amended.

#### Interchangeability

Throughout this Resolution, terms such as Glenlake Upstate Homeowners Association Inc., HOA, Homeowners Association, Glenlake HOA, Glen Lake HOA, Glenlake Upstate HOA, Glen Lake Upstate HOA and other reasonable variants can be used interchangeably and will all refer to the legal name of the Association. Throughout this Resolution, terms such as Glenlake Subdivision, Glen Lake, Glenlake, Glenlake Community, Glen Lake Subdivision and other reasonable variants can be used interchangeably and will all refer to the areas to which the Declaration applies.

#### Enforceability

This Resolution takes effect upon approval by the Board and the Townhome Committee and is immediately enforceable in reference to the SC HOA Act. To preserve enforceability under the SC

G lenlake Upstate HOA Joint Resolution 2023001

HOA Act, it will be filed with the Register before January 10<sup>th</sup> of the year after passing this Resolution.

The signatures of all Board members and Townhome Committee members passing this Resolution appear below.

ADOPTED this  $\bigcirc$  day of  $\boxed{\Box w} \in 20^{-23}$ .

The members of the Board of Directors of the Glenlake Upstate Homeowners Association, Inc.

E) Calle MM.
By: By:
Print Name: Zoward MENDER
Its: TRESIDENT
$\sim 0$
By: <u>2/C</u>
Print Name: Eric Rice
Its: Vice President
By: _ Douald Cole_
PrintName: tous )d (U)E
Its: <u>MEMBER</u>
0 ANA Q
By:
Print Name Jon Stalpin
Its: /reasurer /
By: De mile
Print Name: <u>E.J.DeLisk</u>
Its: BOARD MEMBER
By: Susan hauf
Print Name: SUSAN Law
Its: Member

By: Print Name:\_ lts: The members of the Townhome Committee

Bv: Print Nime D Boar lts: By: Print Nam Its: By: Print Name lts: By: Print Name: -21 mem Its: By: Print Name lts:

#### Exhibit "B"

Glenlake Upstate HOA Board Resolution 2023-002

## GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC. BOARD RESOLUTION 2023-002

The undersigned, being the Board of Directors (hereafter referred to as the "Board") of the Glenlake Upstate Homeowners Association, Inc. (hereafter referred to as the "Association"), do hereby resolve that:

WHEREAS The South Carolina Homeowners Association Act ("SC HOA Act"; S.C. Code Ann. § 27-30-110 *et al*) sets certain restrictions to the enforceability of governing documents, rules, regulations and amendments; and

WHEREAS Article 13.4 of the Declaration grants the Board the authority to adopt reasonable rules and regulations governing the use of the Common Areas; and

WHEREAS the Board believes that the Club House rules need to be changed and wishes to ratify these to comply with the SC HOA Act;

## NEW RULES, DEFINITIONS AND INTERPRETATIONS REGARDING THE CLUBHOUSE RENTAL PROCESS WILL BE PROMULGATED AS FOLLOWS:

Article 1. The Club House rules will be changed to the document as attached to this resolution.

#### Severability

If any part, term or provision of this Resolution is held to be illegal, in conflict with any law or otherwise invalid, or revoked or amended, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Resolution did not contain the particular part, term or provisions held to be illegal, invalid, revoked or amended.

#### Changes to the Resolution

The Board reserves the right to modify this Resolution at any time in its sole discretion by amending the Resolution after a simple majority vote. A majority of the Total Association Vote can amend or remove all or parts of this Resolution at a Regular or Special Meeting of the Association.

#### Interchangeability

Throughout this Resolution, terms such as Glenlake Upstate Homeowners Association Inc., HOA, Homeowners Association, Glenlake HOA, Glen Lake HOA, Glenlake Upstate HOA, Glen Lake Upstate HOA and other reasonable variants can be used interchangeably and will all refer to the legal name of the Association. Throughout this Resolution, terms such as Glenlake Subdivision, Glen Lake, Glenlake, Glenlake Community, Glen Lake Subdivision and other reasonable variants can be used interchangeably and will all refer to the areas to which the Declaration applies.

The clubhouse is available for rent by any member of the Glen Lake Homeowners Association *in good standing*. Reservations can be made by contacting Hinson Management, Inc at least ten (10) days in advance and are on a first come first serve basis.

All reservations must include two checks made payable to Hinson Management, Inc

Check #1: \$200.00 rental fee – non-refundable unless the reservation is cancelled at least three (3) days prior to the rental

• Check #2: \$150.00 – security deposit – will be returned to the homeowner upon compliance with the Post Event Checklist (page 4) In the event of non-compliance, the Board of Directors shall have jurisdiction in the matter.

Address Phone Date of Function Number of Guests Number of guests: Memorial Day weekend to Labor Day: 75 maximum Remainder of year: 100 maximum				
Phone Date of Function	Memorial Day weekend to Labor Day: 75 maximum Remainder of the			
Phone				
Address				
Homeowner Name				
<u>Please Print</u>				

The Homeowner is allowed access to the clubhouse between 10:00 am and 10:00 pm on the day of your rental, including cleanup time. If you violate this provision the security deposit will be forfeited.

• I understand and agree that I and my guests shall adhere to the Rental Agreement rules and guidelines attached to this agreement.

• Furthermore, I release and hold harmless Glen Lake Homeowners Association, and/or its agents, from all damages, losses, injuries and/or death as a result of the rental.

 $\cdot$  I guarantee payment of all time, material and administrative costs for any loss, damage and/or cleaning fees in excess of my security deposit.

Signature	of	Homeowner:
Date:		

• Use of pool and pool area is prohibited

• Homeowner must be in attendance at all times during the rental

• Smoking is prohibited in clubhouse, on the deck or within 25 feet of any entrance door.

• The use of tents, inflatable slides, bouncy houses, water slides, fire pits, charcoal grills and gas grills are not allowed

• Upholstered furniture, coffee table or area rug may not be taken outside (except to shake the rug)

Homeowner must communicate "Guest and Homeowner Parking Regulations" to all guests (page 3)

• Pick up the clubhouse key at Hinson Management, Inc. during regular business hours on the last business day prior to the rental. The key must be returned to the Hinson drop box by noon on the day following your rental.

Do not touch or tamper with cameras or computer equipment in the clubhouse.

Do not use anything on the walls or floors that may damage them. (i.e., tacks, staples, tape, etc.)

Music and/or other noise must be kept at a reasonable level so that it does not disturb the surrounding homes

Cleaning supplies and trash bags to be furnished by the Homeowner

The Homeowner is responsible for completing all items on the **"Post Event Checklist" (page 4)**. Sign and leave the checklist in the clubhouse on the kitchen counter at the conclusion of your rental.

#### Fines list:

1. Any loss or damages to the Clubhouse by the Homeowner or Homeowner's guests shall be charged time, materials and administrative fee to rectify.

2. Each violation of listed rules and guidelines will be charged at a rate of 15% of the security deposit. Should the charges exceed the deposit, the Homeowner will be responsible for the balance.

3. Any extraordinary cleaning required because of Homeowner's failure to follow rules and guidelines will be charged at \$50.00 per hour.

4. Automatic loss of security deposit if Homeowner accesses the Clubhouse outside of the allowed hours (10:00 am to 10:00 pm on the day of your rental)

Initials						

Date \_\_\_\_\_

## Guest and Homeowner Parking Regulations

## For Clubhouse Rentals

Street and cul-de-sac parking is not allowed and will result in fines and/or towing (any applicable costs will be billed to the owner of the vehicle)

The small lot directly in front of the clubhouse, is for temporary parking for loading/unloading people and supplies.

• The two handicapped spaces in this lot may be used by properly tagged vehicles belonging to the rental Homeowners or guests and/or to Glen Lake residents using the pool.

Homeowner and guests may park in the main parking lot just past the clubhouse and the parking spaces in front of the playground.

## **POST-EVENT CHECKLIST**

Please complete this form and leave it near the sink in the kitchen at the end of your rental period. A member of the Board of Directors or its designee will complete a post-rental walk through of the clubhouse within 72 hours.

The Homeowner is responsible for all items contained in the Rental Agreement. Failure to abide by and carry out responsibilities may lead to loss of part or all of security deposit.

Homeowner Signature:

Date: \_\_\_\_\_

Homeowner Inspection		HOA Inspection
	Remove all items from your rental.	
	Empty and wipe out refrigerator and freezer	
	Clean kitchen sink, countertops, microwave.	
	Check restrooms. During pool season simply flush toilets and make sure faucets are completely off. Rest of year clean restrooms.	
	Remove all trash from the facility (kitchen, restrooms, outside). Place in large garbage cans located near the pool deck. Do not leave trash bags on top or on the ground. Any that won't fit must be removed by Homeowner.	
	Clean all trash cans and replace bags.	

Clean tables and chairs and return to racks in storage room.	
Sweep and spot clean all floors and rug. (Inside and out)	
Return all furniture and accessories to their original locations.	
Turn off gas logs	
May through September set thermostat to COOL 75 degrees.	
October through April set thermostat to HEAT 65 degrees.	
Lock the door between clubhouse and restroom hallway	
Turn off all ceiling fans, interior lights and exterior lights	
Lock all exterior doors	
Return key to Hinson Management <b>drop box by noon</b> the day after the rental	

Notes/Discrepancies: (back may be used as well)

	Hoa USE	EONLY	
Inspected by		Date	
Problems/Damage	No	Yes (photos to board)	Explain on back

#### Enforceability.

This Resolution takes effect upon approval by the Board and is immediately enforceable in reference to the SC HOA Act. To preserve enforceability under the SC HOA Act, it will be filed with the Register before January 10<sup>th</sup> of the year after passing this Resolution.

The signatures of all Board members passing this Resolution appear below.

ADOPTED this 6 day of JUNE 20 2.3 By:  $\geq T$ A.B. Print Name: 85 うりを lts:  $\sim$ By: Lice <u>tric</u> Print Name: Ω its: By: Print Name: h Or reashr fr lts: By: OLE Print Name: MEMRE Its: By:

Page 9of9

Print Name:	Sasan Law
lts:	Member
By: Print Name:	El De Lisle
lts:	BOARD MEMBER
Ву:	
Print Name:	
lts:	

#### Exhibit "C"

Glenlake Upstate HOA Board Resolution 2023-003

Page 1 of 4

## GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC. BOARD RESOLUTION 2023-003

The undersigned, being the Board of Directors (hereafter referred to as the "Board") of the Glenlake Upstate Homeowners Association, Inc. (hereafter referred to as the "Association"), do hereby resolve that:

WHEREAS The South Carolina Homeowners Association Act ("SC HOA Act"; S.C. Code Ann. § 27-30-110 *et al*) sets certain restrictions to the enforceability of governing documents, rules, regulations and amendments; and

WHEREAS Article 13.4 of the Declaration grants the Board the authority to adopt reasonable rules and regulations governing the use of the Common Areas; and

WHEREAS the Board believes that the pool rules need to be changed and wishes to ratify these to comply with the SC HOA Act;

NEW RULES, DEFINITIONS AND INTERPRETATIONS REGARDING THE POOL WILL BE PROMULGATED AS FOLLOWS:

Article 1. The pool rules will be changed to the document as attached to this resolution.

#### Severability

If any part, term or provision of this Resolution is held to be illegal, in conflict with any law or otherwise invalid, or revoked or amended, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Resolution did not contain the particular part, term or provisions held to be illegal, invalid, revoked or amended.

#### Changes to the Resolution

The Board reserves the right to modify this Resolution at any time in its sole discretion by amending the Resolution after a simple majority vote. A majority of the Total Association Vote can amend or remove all or parts of this Resolution at a Regular or Special Meeting of the Association.

#### Interchangeability

Throughout this Resolution, terms such as Glenlake Upstate Homeowners Association Inc., HOA, Homeowners Association, Glenlake HOA, Glen Lake HOA, Glenlake Upstate HOA, Glen Lake Upstate HOA and other reasonable variants can be used interchangeably and will all refer to the legal name of the Association. Throughout this Resolution, terms such as Glenlake Subdivision, Glen Lake, Glenlake, Glenlake Community, Glen Lake Subdivision and other reasonable variants can be used interchangeably and will all refer to the areas to which the Declaration applies.

Glenlake Upstate Homeowners Association Inc. Pool Rules Pool Rules as of June 6, 2023

## Glen Lake Community Pool Rules Pool Opens May 1st and Closes September 30th Adult Resident Exercise Only Swim -7:00 a.m. to 9:00 a.m. Resident Hours - 9:00 a.m. to 9:00 p.m.

IMPORTANT: Users must always completely shut the entrance gate upon entering and leaving the pool to prevent unauthorized use. Do not prop the gate open at any time. Do not open the gate for anyone who does not have an access fob. DO NOT OPEN THE GATE FOR ANYONE WHOSE FOB IS NOT WORKING. It is possible that their fob is not working because their pool privileges have been revoked and they are not permitted to enter.

Non-swimmers must be accompanied by a capable swimmer at all times. Only four (4) guests per household are allowed at any one time. Guests must always be accompanied by a resident.

Homeowners are responsible for the actions of their guests, including any damages that may be incurred.

There should be no solo swimming. There is no lifeguard on duty.

Absolutely no diving, backflips or somersaults permitted.

No running, boisterous or disruptive behavior will be permitted in the pool or pool area. Games that disturb other swimmers are not permitted in the pool or pool area

No personal wheeled modes of transportation are allowed in the pool deck area except for handicap usage, strollers, and coolers. Examples: Bicycles, roller skates, skateboards, rollerblades, scooters, etc.

Earphones must be used when listening to music on personal audio devices. Do not use portable speakers.

NO SMOKING allowed within 25 feet of the pool, pool area, gate and restrooms.

Persons under the influence of drugs or alcohol are not permitted in the pool or pool area.

Persons with communicable diseases of the skin/eye, or with nasal infections, may not use the pool.

Swim diapers are required on all children who are not restroom trained.

Proper swim attire must be worn at all times. No street clothing allowed in the pool.

The following are not permitted in the pool or pool area: Animals, grills, glass containers, and water balloons.

Pool furniture may not be removed from the deck area. No chairs should be placed in the kiddle or main pool.

Pool telephone is for 911 and short local calls only. The side emergency button is for EMERGENCIES ONLY!!! It is not for personal use.

All personal trash must be disposed of in the provided receptacles.

Please do not allow trash, food items, pool toys or articles of clothing to fall into the pool as these can block or damage the pumps.

All personal belongings must be removed before leaving the pool area. Please close your umbrella before leaving the pool area.

Only vehicles with Handicap tags may use the 2 parking spaces in the small lot directly in front of the clubhouse. A loading/unloading zone must be maintained at all times. Long-term parking is prohibited in the Loading Zone. GOLF CARTS ARE CONSIDERED VEHICLES UNDER SOUTH CAROLINA STATE LAW AND MUST FOLLOW THE PARKING RULES AS WELL.

Damages to the pool, pool equipment, landscaping and fencing: Owners, residents or their guests who cause damage, deliberate or accidental, shall be held liable for repairs. The owner or resident is subject to the cost of repair plus any fees attached (i.e., quotes for repair, administrative expenses, etc.). Other penalties may include loss of pool privileges, depending on the severity of damage or loss.

After-hours violations: Owners, residents or guests caught after 9:00 PM can lose pool privileges, face trespassing charges and fees associated with the cost if caught using the pool or pool area.

Rules violations: Any owner, resident or guest found in violation of the posted pool rules shall be subject to the following actions:

First offense: warning letter from the management company with date and time of the infraction.

Second offense: letter from the management company with date and time of the infraction AND loss of pool privileges for 14 days

Third offense: letter from the management company with date and time of the infraction AND loss of pool privileges for the remainder of the year.

THESE RULES ARE FOR THE SAFETY AND SWIMMING PLEASURE OF YOU AND YOUR FELLOW RESIDENTS. IT IS THE RESPONSIBILITY OF EACH RESIDENT TO

## SEE THAT THESE RULES ARE ENFORCED IN ORDER TO MAINTAIN A SAFE AND PLEASANT POOL AREA FOR THE ENJOYMENT OF ALL GLEN LAKE RESIDENTS.

Enforceability.

This Resolution takes effect upon approval by the Board and is immediately enforceable in reference to the SC HOA Act. To preserve enforceability under the SC HOA Act, it will be filed with the Register before January 10<sup>th</sup> of the year after passing this Resolution.

The signatures of all Board members passing this Resolution appear below.

ADOPTED this	day of	<u>JUNZ</u> , 2033
	Ву:	Hendel Cole
	PrintName:	DONALD COLE
	lts:	MEMBER
	By:	Eric Rein
	Print Name:	Eric Rice
	lts:	Vice President
	Ву:	if Ashi In Good
	Print Name:	Edward MEDURIE
	lts:	PRESIDENT
	By:	E/Dehile
	Print Name:	E.J. DeLisle
	lts:	BUARO MEMBER
	Ву:	Je Aut Hag
	Print Name:	(Jon S Halpin
	lts:	Treasurer
	Ву:	Susan Law
	Print Name:	Susan Law
	lts:	Menber
	By:	
	Print Name:	
	lts:	