

DEED 19A B.2.40

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

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Office of Register of Deeds, Spartanburg, S.C.  
Stephen Ford, Register



**PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR WOODS CREEK CROSSING SUBDIVISION,  
SPARTANBURG COUNTY, SOUTH CAROLINA  
SHOWN ON PLAT RECORDED IN PLAT BOOK 155 AT PAGE 10**

WHEREAS, Woods Creek at Inman LLC., a South Carolina corporation hereinafter called "Developer") owns certain real property located within the County of Spartanburg, State of South Carolina, depicted on the recorded plat referred to above; and

WHEREAS, Developer has subdivided said property for the purpose of creating a residential community therein known as "Woods Creek Crossing"; and

WHEREAS, for the mutual benefit of all present and future owners of any portion of the property within such subdivision, Developer desires to subject, the entire property to certain protective covenants, to create and grant easements for the use of roads and other common properties therein, and to set forth certain other rights and obligations applicable to all residences within said subdivision and the owners and users thereof; and

WHEREAS, Developer desires to have such protective covenants and easements recorded in the official land records of Spartanburg County, South Carolina, so that the rights, restrictions and obligations contained herein shall be deemed to run with the land, to be binding upon and to inure to the benefit of all future owners of any portion of the property within the subdivision;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by all present and future owners of the property affected hereby, Developer hereby subjects the entire parcel of property depicted on the plat referred to above (hereinafter called the "Property") to the following restrictions, covenants, obligations, and easements; and Developer hereby grants to and bestows upon all present and future owners of fee simple title to any portion of the Property the easements and rights attributed below to such owners:

Section 1. Subdivision of Property

The division of the Property into separate lots, roads, and common areas shall be as set forth in the recorded plat referred to in the title of this instrument (the "Initial Plat"). This area is sometimes herein referred to as the "Subdivision".

No lot shall be further subdivided without the prior written consent of the developer, provided however, the developer reserves the right of approve the

relocation of dividing lines of any two or more lots, but such re-subdivision shall not result in the creation of another lot or a greater number of lots than shown on the subdivision plat. Should any lot line be changes, the restrictions concerning set back lines shall apply to the newly reconfigured lot.

Section 2. Restrictions on Use-Subdivision Lots.

(a) No building or other improvement of any kind shall be constructed upon or placed upon any numbered lot in the Subdivision except as specifically permitted herein. Such lots may be used only for the construction of single-family dwellings. No more than one building may be located on any numbered lot. No portion of any building or other structure shall be located on or protrude into any area between any property line and the building setback line or buffer zone line relating to such property line, if any, as shown on the Initial Plat or any supplemental plat. No mobile homes, house trailers, unapproved outbuildings, or any temporary structures shall be placed on any numbered lot either temporarily or permanently, except that builders may elect to utilize such structures during construction of any improvement on the Property and Developer may use such structures as sales offices.

(b) No building shall have less than 1100 square feet of living space, excluding a garage.

(c) No lot shall be used for vehicle repair work, whether performed by the owner or other parties. All boats and equipment utilized with boats, including boat trailers, and all vehicles other than automobiles shall be kept in the rear area of each lot so as to be not visible from the street.

(d) Each dwelling unit shall have an accommodation for at least two automobiles. The parking area for such automobiles, whether attached or unattached, shall have at least 180 square feet of area. No tractors, trailers, or large trucks shall be parked on a regular basis anywhere on the Property or its streets.

(e) No building shall be erected on any numbered lot, nor shall any substantial change or addition be made to any building erected on any numbered lot, without the approval of the Architectural Committee (described below). The Committee shall be charged with the responsibility to assure that all such buildings are basically compatible with the designs of surrounding areas and with other buildings previously built or under construction. In the event fire or other casualty shall destroy any building on any numbered lot, the Architectural Committee must approve any substitute or new building constructed in its place, or any reconstruction of the remainder of the existing building, prior to construction. The Committee will require the substitute building to be of reasonably similar design and architecture as the destroyed building. The

replacement or rehabilitated structure shall be of similar workmanship and materials as the destroyed structure.

In order to assure that destroyed or damaged structures will be rebuilt or restored within a reasonable time, all owners of buildings within the Subdivision shall keep them insured against fire or other casualty loss at all times.

(f) In the event any residence shall be destroyed or shall suffer substantial damage, the owner thereof shall proceed diligently to remove debris and damaged materials and to restore or repair same and shall complete all necessary reconstruction and/or repairs within one year from the date of damages.

(g) No dwelling, garage or other approved building or portion of a building shall be located on any lot nearer to any lot line than the building line limits shown on the plat or required under any applicable subdivision or zoning regulations then in effect. For purposes of this restriction, eaves, steps, patio garden walls and unenclosed porches shall not be considered as a part of any building.

(h) All buildings shall be constructed with high quality materials and workmanship to insure that no dwelling shall present an unsightly appearance. No residence shall exceed two stories in height, exclusive of basement and attic.

(i) All fuel tanks and containers shall be covered or buried underground consistent with normal safety precautions and local government regulations.

(j) With the exception of television satellite antennas located on the rear lawns of homes and regular TV antennas on the roofs of houses, no tower, television antenna or other antennas shall be erected on homes or lots; provided, the Architectural Committee may approve a central receiving and transmitting system to be erected at one or more locations within the Property if the Architectural Committee deems it desirable for the common good of the Subdivision.

(k) Except for the construction and sale activities to be conducted by the Developer (or its successor or agent for such purposes) or its designees, no portion of the Property may be utilized for any business or commercial enterprise.

(l) No offensive or noxious activity may be carried on in any portion of the Property.

(m) No signboards shall be displayed on the property except "For Sale" or "For Rent" which sign shall not be more than two by three feet in size, except that Woods Creek at Inman, LLC, has the right to use those signs which are necessary for the development of the property.

(n) No animals, livestock or poultry of any kind shall be raised or bred on the Property; except that dogs, cats, other common household pets, may be kept so long as the owners of such animals do not keep, breed, or maintain such animals for any commercial purpose. All such animals must be kept in fenced areas the location of which must be approved by the Architectural Committee. The animals must be kept on a leash at all times and not allowed to become a nuisance to other residents.

(o) After a dwelling unit has been built on a numbered lot no weeds, underbrush or other unsightly growth shall be permitted to grow or remain on such portion of the Property; and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain thereon. Following approval of the initial plans for any given building or other improvement, no substantial changes in the elevation of the land shall be made without the approval of the Architectural Committee.

(p) Residents of lots shall not be allowed to park vehicles on the streets or roads except in emergencies. Unless otherwise posted, on-street parking shall be allowed to visitors and guests of the owners of lots for short durations, so long as the health, safety and convenience of other residents within the Property are not impaired.

(q) Fences may be constructed or replaced only with the prior approval of the Architectural Committee. Among other criteria, the Committee will assure that all fences are compatible with the subdivision.

(r) Gardens may be constructed only in the rear of buildings so as to be invisible, or barely visible, from the street.

(s) Garage doors shall remain closed at all times when not being used for the entry and exit of vehicles.

(t) All lot owners in Woods Creek Crossing shall be members of the Woods Creek Crossing Homeowners Association established by the Developer for the purpose of enforcing the within restrictive covenants and each lot owner shall be subject to the assessments imposed by the Association.

### Section 3. Architectural Committee.

The Architectural Committee shall consist of the following persons:

Arnold Ramsey  
Jimmy Rogers  
Roy Palmer

No buildings or other structures (including fences) shall be constructed, erected, or placed on any numbered lot in the Subdivision, nor shall any such building or structure be repaired, restored, or altered in any substantial way after it has been constructed, until the proposed building plans and specifications, including designation of exterior colors or finishes and exact location of proposed building within the numbered lot, shall have been submitted to the Architectural Committee and approved by it in writing. The proposed plans and specifications must include a construction schedule. The Architectural Committee may base its disapproval on any reasonable ground, including purely aesthetic considerations. The Architectural Committee will not approve any proposed building, which violates or may reasonably be expected to violate any applicable provision of these Protective Covenants or any zoning regulations affecting the Property.

Upon the death or resignation of any member of the Architectural Committee, the remaining members shall, within 30 days after such death or resignation, select a replacement. In the event the Architectural Committee shall fail to do so or shall cease to function, then the owners of the numbered lots shall have the right to (i) form an entirely new Architectural Committee, or (ii) designate a replacement. This may be accomplished by any process or through any organization approved or created by the owners of a simple majority of the lots.

The Architectural Committee must respond to proposals submitted to it within 30 days after receipt of such proposals. Failure to do so shall constitute approval of such proposals.

#### Section 4. Easements.

(a) Developer reserves easements for itself and for the benefit of any public authorities and utility companies to which Developer may choose to grant such easements, over and through all areas designated as roads, streets, walkways, buffer areas, and such additional portions of the Property as may be necessary in order to provide water, sewerage, power, gas, television cable surface water drainage and other utility and common services to owners of any portion of the Property; provided the easement must be located so as not to materially interfere with the beneficial use or enjoyment of any lot. All numbered lots within the Property are also subject to a surface water drainage and utility easement five feet in width along and inside all property lines.

(b) The easements reserved to the Developer above, and the easements which Developer has granted and shall grant to appropriate public authorities and utilities, shall include the right to go upon, over, across, and under any area of the Property for ingress, egress, erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water means, gas lines, and other suitable equipment for the conveyance, movement, and use

of electricity, telephone equipment, television cable, gas, water, sewer, surface water, and other public conveniences and utilities. Said easements shall also allow Developer or any appropriate utility or other authority to cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance. Said easements include the right to cut any trees, bushes, or shrubbery, and to make any grading of the soil or take similar actions reasonably necessary to provide safe and effective utility installation and maintenance.

Section 5. Maintenance of Commons Areas.

The owners of numbered lots shall be responsible for maintenance of all common areas within the subdivision. This includes the perimeter fence, entrance gate, and entrance sign located on Lots 1, 83, 84, 85, and 86 and all other common areas of the subdivision including the pond and creek area. These responsibilities shall include, without limitation, the planting, reseeding, fertilizing, and general maintenance of grass, shrubbery and other plants in the common areas, with particular attention to the areas lying adjacent to the entranceways. This also included the maintenance of and the electrical service to streetlights and all common area accent landscape lighting. There will be a perpetual easement on those portions of Lots 1, 83, 84, 85, and 86 where the perimeter fence entrance gate and entrance sign are located to allow access to grounds contractors for maintenance purposes.

The Developer will contract with a management company to contract and perform such maintenance as needed. The management company will maintain complete books and records reflecting all receipts and expenditures of maintenance fees collected from property owners as well as any funds advanced or utilized for such purposes by Developer. Said books and records shall be available for inspection by any property owner during all reasonable business hours within the offices of the management company.

The management company will continue this management service to the subdivision until such time that the Developer has sold two-thirds (2/3) of the numbered lots, (or such earlier date as may be designated by Developer). At that time the management company will turn over the maintenance management duties to the Owners Group. When persons other than the Developer own more than two-third (2/3) of the numbered lots within the Subdivision they are hereinafter referred to as "Owners Group"

Section 6. Maintenance Fees.

The costs for conducting the maintenance of the common area shall be paid by the owners of all numbered lots within the Subdivision on a pro-rata basis, with each lot owner bearing an equal share.

These funds will be paid to the Developer, until such time there is an Owners Group, on an annual basis payable in advance beginning on the date of purchase of any numbered lot. The amount of the annual assessment attributable to each lot shall be based on the estimated budget prepared by the Developer prior to the sale of the numbered lot to a homeowner. The budget may be revised by the Developer or Owners Group at any time during the "budget year" (hereinafter defined), and upon receiving notification of a revision in the budget, each owner of numbered lot shall remit to the Developer or Owners Group his pro-rata share of the supplemental amount due.

The "budget year" for maintenance fees shall be that twelve (12) month period which begins on the first day of the first month following the lot sale by the Developer (or such earlier date as may be designated by Developer). Future "budget year" shall begin on the anniversary of said date in future years. Each purchaser of a numbered lot shall be responsible for paying a pro-rata share of the total budgeted maintenance fees, based on the total numbered lots within the Subdivision. These assessments shall be paid to Developer or Owners Group within twenty (20) days after Developer or Owners Group shall deliver a notice to the lot owner stating the total budgeted amount and the pro-rata. In the event any lot owner fails to pay such assessment within sixty (60) days after receipt of such notice, the amount due, plus all costs (including attorneys' fees) incurred in collecting same shall constitute a lien on the lot itself. Developer or Owners Group shall have the right to enforce said lien by foreclosing same in the appropriate courts, according to the laws of the State of South Carolina.

#### Section 7. Lot and Building Maintenance

In order to maintain high standards of architectural style, building materials, landscaping designs, and similar features affecting the overall appearance and atmosphere of the Subdivision, owner of numbered lots must maintain his/her building and grounds at all times. The Architectural Committee has the right to inspect all buildings exterior and landscaping at any time. In the event the Architectural Committee determines that the maintenance is inconsistent with the subdivisions overall appearance and atmosphere, the Architectural Committee shall have the right to require the owner to maintain his/her building and grounds to the standards of the Subdivision.

In setting its standards, the Architectural Committee shall be entitled to employ and rely solely upon its own judgment and discretion. The Architectural Committee shall apply its standards and judgment uniformly, fairly, and shall not discriminate against anyone for any reasons other than compatibility with such standards. The grounds includes shrubbery and other plants surrounding the buildings located on the lots, driveways, fencing, swimming pools, other recreational facilities, gardens, and lawn areas. The building includes all exterior painted services, brick, windows and roofing.

Section 8. Amendments.

This instrument and any exhibits hereto may be amended by a written instrument, recorded in the RMC Office for Spartanburg County, South Carolina, executed by the owners of at least two-thirds (2/3) of the numbered lots in the subdivision and by the owner(s), as of the date of such amendment, which (along with the Property) was conveyed to Developer by deed recorded in the RMC Office, Spartanburg County, in Deed Book 75-Y at Page 128 (said contiguous parcel being referred to herein as "Woods Creek") Developer shall have the right to execute and file amendments which revise lot lines as provided in Section 1. The designation of the membership of the Architectural Committee, set forth in Section 3, may not be amended. Changes in the composition of the Committee may be made only as provided in Section 3.

Section 9. Miscellaneous.

(a) Nothing contained herein shall cause the owners of various portions of the Property to be deemed a partnership, an association, or other legal entity, other than as specifically set forth herein. The relationship among owners of portions of the Property is strictly a contractual relationship governed by the terms of this instrument and by applicable law.

(b) This instrument shall be interpreted and enforced according to the laws of the State of South Carolina.

(c) The Developer shall have the right to assign all or any portion of its rights and responsibilities hereunder to any party or parties it may choose.

(d) Invalidation of any of these Protective Covenants by judgment or court order shall in no wise affect any of the other provisions hereof, all of which shall remain in full force and effect.

(e) These restrictive covenants shall remain in effect for a period of twenty (20) years after the date of initial filing; provided that they shall automatically be renewed for successive ten (10) year periods thereafter unless, within twelve (12) months prior to the expiration of the initial twenty (20) year period or any successive ten (10) year period, the owners of two-thirds (2/3) of the numbered lots within the Subdivision shall sign and cause to be filed a statement indicating that they choose to have such restrictive covenants terminate as of the end of such period.



IN WITNESS WHEREOF, the Developer has executed this instrument on and as of this 4<sup>th</sup> day of November, 2003.

WOODS CREEK AT INMAN, LLC.

By: [Signature]

Attest: Member

WITNESS:

[Signature]  
[Signature]

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGEMENT

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw Woods Creek at Inman, LLC. sign, seal and as its act and deed execute the above written Protective Covenants, Restrictions and Easement for Woods Creek Subdivision, Spartanburg County, South Carolina, and that said witness together with the other witness whose name is also subscribed, witnessed the execution thereof.

[Signature]

SWORN TO before me this  
4<sup>th</sup> day of November, 2003.

[Signature]  
Notary Public for South Carolina

My Commission Expires: 2-24-07

**HOMEOWNERS ASSOCIATION AGREEMENT  
OF  
WOODS CREEK CROSSING**

1. **HOMEOWNERS ASSOCIATION AND VOTING RIGHTS.** A Homeowners Association shall be established by the developer for the purpose of enforcing the restrictions and covenants and to provide assessments to support the purpose of the Association as may be imposed upon the lot owners by vote of its members. The Association shall have two (2) classes of voting membership as follows:

**Class A.** Class A members shall be all those Owners of the lots sold by the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold an interest. When more than one person holds such interest or interest in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

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

(a) When the total votes outstanding in Class A membership equals or exceeds the total votes outstanding in Class B membership; or

(b) January 1, 2010

Homeowner's Dues shall accrue from the date of purchase from the Developer. Thereafter, monthly Homeowner's Association Dues shall be due and payable by the lot owner to pay for the periodic grass cutting and cost of other amenities as provided for herein.

2. **PROPERTY RIGHTS IN THE COMMON PROPERTIES.**

A. **Title to Common Properties.** The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the sole discretion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey all of its rights, title and interest in the common properties to the Association not later than December 31, 2008.

B. **Restrictions on Common Areas.** The parcels of real property included as part of the Common Properties are to be maintained solely as landscaped and/or beautification.

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areas or for identification signs for Woods Creek Crossing. No other use or improvements are to be made to said real property without the express written permission of the Developer, and Developer expressly reserves easement rights upon these parcels for installation of underground utilities, landscaping or maintenance.

3. **COVENANT FOR MAINTENANCE ASSESSMENTS.**

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

- (1) Annual or monthly assessments, charges or dues; and
- (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the lot owners in Woods Creek Crossing and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

- (1) Expenses for the maintenance, upkeep and improvements of the Common Properties.
- (2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, water usage and other related reasonable and necessary expenses, including expenses for yard maintenance of each finished dwelling.
- (3) Maintenance, upkeep, repair and/or replacement of the sprinkler systems within the Common Properties.
- (4) For the payment of services for any street lighting undertaken and accepted by the Association.
- (5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Woods Creek Crossing identifying the subdivision, containing

street names or other safety signs, if any.

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

(7) Maintenance of yards within the subdivision including grass cutting as needed.

C. **Bases and Maximum of Annual Assessments.** The developer shall establish the Homeowners Association dues until the Association assumes control and thereafter the annual assessment may be adjusted by vote of the homeowners as herein provided. Lots owned by the Developer and/or lots with dwellings under construction shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

D. **Change in Basis and Maximum of Annual Assessments.** The Association may change the maximum and basis of the assessments prospectively for any such period provided that any such change shall have the assent of Fifty-Two percent (52%) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. **Date of Commencement of Annual Assessments; Due Dates:** The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable in advance beginning January 1, 2004, and on January 1 of each year thereafter, provided, however, the Developer reserves the right to collect assessments on a monthly basis beginning January 1, 2004. Prior to January 1, 2004 the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

F. **Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association.** If the assessments are not paid on the date when due then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but shall pass to his successors in title unless paid by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE-18%) from the delinquency date. The

Developer and/or Homeowners Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

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

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

5. TERM OF ENFORCEMENT AND AMENDMENTS. These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2034, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the Lots in Woods Creek Crossing agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in Woods Creek Crossing. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the items hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

6. EFFECT OF COVENANTS AND ENFORCEMENT.

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

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

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

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

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

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

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

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

## 7. **MISCELLANEOUS.**

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

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

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

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

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

F. Areas Exempt. The areas adjoining the numbered lots on the above plat or specifically omitted from this Declaration of Protective Covenants, Conditions, Restrictions and Easements, however, Developer reserves the right to impose the same or different Covenants, Conditions, Restrictions and Easements as the Developer shall determine for any future development.

G. These Protective Covenants and Conditions and any by-laws approved by Developer or the Homeowners Association shall be binding upon all lot owners in this subdivision. The Homeowners Association shall have the right to assess maintenance fees and improvement charges against lots and to create liens for the collection thereof and each owner, by the acceptance of a deed therefor, whether expressly written in the deed, shall be bound to pay such assessments and charges to the association.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 4th day of November 2003.

*Arjo S Neal*  
*Bullock*

WOODS CREEK AT INMAN, LLC

BY: *Arjo S Neal*  
ITS: Member

State of South Carolina    )  
  )  
County of Spartanburg    )

PROBATE

Personally appeared before me the undersigned witness and stated that (s)he saw the within named Woods Creek at Inman, LLC by *Arjo S Neal*, its Member, sign, seal and execute the within Declarations of Protective Covenants, Conditions, Restrictions and Easements and (s)he with the other witness subscribed above witnessed the execution thereof.

Sworn to and subscribed before me  
this 4<sup>th</sup> day of November 2003,

*Bullock*  
Notary Public State of South Carolina  
My Commission Expires 2-24-07

*Arjo S Neal*



STATE OF SOUTH CAROLINA ) BYLAWS OF  
  ) WOODS CREEKS CROSSING  
COUNTY OF SPARTANBURG ) HOMEOWNERS ASSOCIATION, INC.

BYLAWS  
  
For  
  
WOODS CREEK CROSSING  
HOMEOWNERS ASSOCIATION, INC.

DEE-2019-60183



DEE BK 126-J PG 677-691

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Office of REGISTER OF DEEDS, SPARTANBURG, S.C.  
Dorothy Earle, Register Of Deeds

## ARTICLE 1 - GENERAL

### 1.1 Purpose

The Association shall have the responsibility of attending to those matters which the Protective Covenants, Restrictions, and Easements (Deed Book 79-A, Page 240), the Homeowners Association Agreement of Woods Creek Crossing (Deed Book 79-A, Page 249), these Bylaws, or South Carolina laws specifically require to be performed by the vote of the Association.

### 1.2 Voting Preliminaries

Unless otherwise stated in these Bylaws, issues that require Association approval shall be put before the Eligible Voters of the Association in accordance with the following:

**1.2.1** The issue(s) and associated proposal(s) for required action shall be presented to the eligible voters in printed or electronic form, which shall be delivered to each Lot Owner.

**1.2.2** Discussion of the merits of the proposal(s) shall take place at a properly announced meeting scheduled not more than sixty (60) days following the delivery of the proposal(s).

**1.2.3** The proposal(s) shall be voted on by a printed or electronic ballot during the period not more than fourteen (14) days after the meeting at which the merits of the proposal(s) are discussed.

### 1.3 Voting Eligibility

Each Lot shall be entitled to one (1) vote, which may be cast in accordance with the terms herein. A vote may be cast by an Eligible Voter or by a lawful proxy. When more than one person owns a Lot, the vote for such Lot shall be exercised as they between or among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast such vote or votes, such persons shall not be recognized, and such vote or votes shall not be counted. The Board shall prohibit any owner of a Lot from voting or from being elected to the Board of Directors if such owner is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

### 1.4 Voting Criteria

If an issue requiring an approval vote of the Association does not fall into issues that have voting criteria specified in these Bylaws, the voting criteria for approval of the action shall be a quorum of ten percent (10%) of the Lot Owners eligible to vote and a minimum affirmative vote, which is fifty-two percent (52%) of the quorum number.

## ARTICLE 2 - DEFINITIONS

Terms, as used in these Bylaws, shall have the meanings as set forth below and in the Protective Covenants, Restrictions, and Easements (Deed Book 79-A, Page 240) and the Homeowners Association Agreement of Woods Creek Crossing (Deed Book 79-A, Page 249).

### **2.1 Association Member**

Association Members are those adults residing in a house situated on a lot, which has a resident owner who is an eligible voter. Association members may serve on the Board of Directors and Association Committees.

## ARTICLE 3 - ASSOCIATION MEETINGS

### **3.1 Annual Meeting**

The regular annual meeting of the Association shall be held in the third quarter at an adequate facility within Spartanburg County.

### **3.2 Substitute Annual Meeting**

If an Annual Meeting is not held during the third quarter as designated by these ByLaws, then a Substitute Annual meeting shall be held during the fourth quarter. A meeting so called shall be designated and treated for all purposes as an Annual Meeting.

### **3.3 Special Meeting**

A meeting for any purpose may be called at any time by a majority of the Board of Directors or upon the written request of twenty-five percent (25%) of the Lot Owners eligible to vote. If a Special Meeting is requested by the Lot Owners the meeting shall be official only when at least twenty-five percent (25%) of the Lot Owners eligible to vote are present or represented by proxy.

### **3.4 Emergency Meeting**

In the case of an emergency, the meeting shall take place as soon as all the eligible voters in residence can be notified of the need for the meeting. Such notice shall be delivered to each Lot Owner.

### **3.5 Notice of Meetings**

It shall be the duty of the Association Secretary to notify Lot Owners of each annual or special meeting of the Association at least thirty (30) days prior to such meeting. The notice of any meeting must state the time and place of the meeting, and the items on the agenda; this notice shall be given to each recorded Lot Owner. If any Lot Owner wishes such a notice to be sent to an electronic or mail address other than the Lot physical address, the Lot Owner shall notify the Secretary in writing of such other address.

**3.5.1** In the case of a Special Meeting, the notice of the meeting shall state specifically the purpose(s) for which the meeting was called.

### **3.6 Lack of Proper Notice**

Any Lot Owner objecting to lack of proper notice of an association meeting must object at the time the meeting is called to order. If the objection is determined to be valid, the meeting shall be canceled or rescheduled.

### **3.7 Official Meeting**

A meeting shall be official only when at least ten percent (10%) of the Lot Owners eligible to vote are present or represented by proxy.

### **3.8 Adjournment**

Any meeting may be adjourned by a majority vote of the eligible voters present. Only items which were on the agenda of the adjourned session of the meeting are eligible to be considered at the continued session. All Lot Owners eligible to vote must be notified of the adjournment and continuance within seventy-two (72) hours of the adjournment.

### **3.9 Voting Options**

Voting may be done by eligible voters attending a meeting, returning a written ballot, or by completing an electronic ballot.

#### **3.9.1 Vote by Proxy**

A Proxy shall only be issued for a stated meeting at the request of a Lot Owner eligible to vote. To be valid, a proxy must be filed with the Association Secretary prior to the opening of the meeting for which it is to be used and must be dated. No proxy shall be revocable except by written notice delivered to the Secretary before a meeting or, if at the meeting, to the person presiding.

#### **3.9.2 Vote by Written Ballot**

Any action that could be taken at any annual, regular, or special meeting of Lot Owners eligible to vote may be taken without a meeting if the Association delivers by mail, electronically, or otherwise a ballot to every Lot Owner entitled to vote on the matter.

### **3.10 Conduct of Meetings**

Commonly accepted parliamentary procedure shall govern the conduct of the meeting. The meeting presider shall ensure that all attendees shall have the right to express their opinions without interruption and that these opinions will be respected. Reasonable restrictions may be placed on the number of persons who speak on each side of an issue and on the time each person speaks.

## **ARTICLE 4 - BOARD OF DIRECTORS**

### **4.1 Role**

The affairs of the Association shall be managed by its Board of Directors.

#### **4.2 Size**

The Board shall be composed of a not even number of no less than three (3) and no more than seven (7) directors who are Association Members. Only one person per Lot may serve as a director at any given time.

#### **4.3 Election of Directors**

Directors shall be elected at the annual meeting for each open officer position, as provided for in Article 5, and any director-at-large position by a majority of the votes cast by a minimum of ten percent (10%) of the Lot Owners eligible to vote that are present at the meeting or represented by proxy.

#### **4.4 Term of Office of Directors**

The term of office for any director shall be five (5) years. It shall commence at the start of the calendar year immediately following the date of election and shall continue to the end of the calendar year five (5) years hence. A director may be elected to serve until such time as they resign, or are removed as prescribed in Article 4, Section 7.

#### **4.5 Director Training**

Newly elected directors shall serve an apprenticeship under the incumbent from the date of election to the day of taking office. During this time period, each director shall review the documents and become thoroughly knowledgeable of their contents.

#### **4.6 Director Nominations**

Nominations for the next election cycle shall be nominees who are qualified and willing to serve on the Board if elected to the identified positions. Nominees may be any serving Board Member whose term is complete, or any Lot Owner eligible to vote who submits their desire to serve in writing no less than fourteen (14) days prior to a scheduled Annual Meeting as prescribed in Article 3, Section 1 and Article 3, Section 2.

#### **4.7 Director Removal**

Removal of Directors shall be governed by the following:

**4.7.1** Any director who has been absent from three (3) consecutive board meetings may be removed from the Board by a majority vote of the other board members.

**4.7.2** Any director or directors may be removed, with or without cause, at a duly called Special Meeting of the Association. Removal requires a majority of the votes cast by a minimum of ten percent (10%) of the Lot Owners eligible to vote that are present at the meeting or represented by proxy. Any director whose removal will be the reason for the special meeting shall be given fourteen (14) days written notice so that the director shall have the opportunity to be heard at that meeting.

#### **4.8 Vacancies**

Board of Directors vacancies shall be filled from recorded nominees of the prior election cycle providing they are eligible to vote, or the remaining board members may appoint any willing Lot Owner eligible to vote. The election shall be by a majority vote of the remaining directors at a meeting of the Board. Each person so selected shall serve the remainder of the term of their predecessor.

#### **4.9 Compensation**

No member of the Board shall receive any compensation from the Association for serving as a director. Directors, by assuming office, waive their rights to institute suit against or make claim upon the Association for compensation. However, each Director, upon approval of the Board, shall be reimbursed for documented out-of-pocket expenses incurred on behalf of the Association.

#### **4.10 Meetings**

Board business may be conducted electronically or at a location at which board members are physically present.

##### **4.10.1 Scheduled Meetings Without Residents**

There shall be at least one board meeting per quarter, either electronically or in person. Any Lot Owner may request to address the board at any board meeting. A request, including the reason for the request, should be submitted to the Board electronically or in writing. Upon review by the Board and a majority vote, the requester shall be given notice of the Board's decision. If the decision is in favor of the request the date, time, and location of the next Board meeting will be made available to the requester; however, if the decision is negative the Board will give a reason for the decision.

##### **4.10.2 Scheduled Meetings With Residents**

There shall be at least one meeting in addition to the Annual Meeting at an appropriate location and time that allow residents to attend. All Lot Owners in residence shall be notified at least 15 days in advance of the time and location of these meetings. All Scheduled Meetings With Residents shall include a Member input period. Reasonable restrictions may be placed on the number of persons who speak on each side of an issue and on the time each person speaks.

#### **4.11 Special Meetings**

Special meetings of the Board of Directors may be called by the President, Vice-President, or two (2) or more members of the Board. The callers of the meeting shall give notice stating meeting time, place, and purpose at least three (3) days prior to the meeting.

#### **4.12 Conduct of Meetings**

A majority of the directors shall constitute a quorum, except in the case of a three (3) member board which requires all directors to be present, for the transaction of business.

A decision of the Board shall be by a majority of those directors present at an official meeting. Minutes of the previous board meeting and current financial status of the Association shall be available at each board meeting.

**4.13 Board Member Conduct**

Directors shall conduct the Association's business without prejudice and intimidation.

**4.14 Powers and Duties**

The Board of Directors shall manage the affairs of the Association and shall have the powers and duties necessary to do so as described in Section 7, Paragraph C of the Homeowners Association Agreement of Woods Creek Crossing (Deed Book 79-A, Page 254). Among the powers and duties are the following:

4.14.1 Enforce the covenants.

4.14.2 Create and enforce the Rules and Regulations.

4.14.3 Implement budgets approved by the Association.

4.14.4 Contract, when possible and appropriate, with insured and licensed independent contractors. When possible, at least three (3) estimates shall be obtained.

4.14.5 Institute, defend, or intervene in litigation or administrative proceedings on matters affecting Woods Creek Crossing.

4.14.6 Establish, when appropriate, bank accounts requiring signatures of the Treasurer and any one (1) other director.

4.14.7 Regulate the use of and maintain/repair the common elements.

4.14.8 Exercise such powers as may be required for nonprofit corporations by the State of South Carolina.

**4.15 Decision Making**

Decisions based on the governance documents shall identify the pertinent paragraph(s) used to reach each decision.

**4.16 Execution of Association Business**

All legally binding instruments to be executed on behalf of the Association require prior Board approval and shall be signed by at least two (2) directors.

#### **4.17 Committees**

The Board of Directors shall maintain an Architectural Committee as provided for in these Bylaws. In addition, the Board may create other committees as deemed appropriate in carrying out the affairs of the Association.

Committees shall keep the Board of Directors apprised of their actions and shall not have the authority to act on behalf of the Association unless specific authorities have been delegated to them by a majority affirmative vote of the Board. Members of all committees shall be Association Members as prescribed in Article 2, Section 1.

A Committee shall consist of a minimum of three (3) Association Members, not holding a director position, each serving a one (1) year term. A Committee member may continue to serve until such time as they resign or are removed by a majority affirmative vote of the board. A Committee shall select its own chair.

Association Members selected to fill Committee vacancies shall serve the remainder of the term of their predecessor.

The Board may, at any of its meetings, dissolve any and all board created committees with or without cause by a majority affirmative vote of the board.

##### **4.17.1 The Architectural Committee**

Should an inadequate number of Lot Owners eligible to vote be willing to serve, the Board shall serve as Architectural Committee.

The Architectural Committee has the oversight responsibility for the restrictions listed in Sections 2 & 3 of the Protective Covenants, Restrictions, and Easements (Deed Book 79-A, Pages 241, 242, 243, & 244), any restrictions not specifically detailed in the Protective Covenants, Restrictions, and Easements shall be approved by a majority affirmative vote of the board. Specific restrictions include, but are not limited to mailbox style and fence style/material. The Board reserves the right to include any restrictions approved by a majority affirmative vote of the board.

#### **4.18 Scope of Activities**

Association sanctioned activities outside the confines of Woods Creek Crossing shall require the approval of the Eligible Voters. Non sanctioned activities by members shall not make use of, in any form, the names Woods Creek Crossing Homeowners Association and Woods Creek Crossing.

#### **4.19 Gifts**

The Board may not accept, on behalf of the Association, any gift that would become a burden to the Association. Acceptance of a burdensome gift, defined as any gift that has a negative budget impact, requires Association approval as described in Section 3,



Paragraph C of the Homeowners Association Agreement of Woods Creek Crossing (Deed Book 79-A, Page 251).

## ARTICLE 5 - OFFICERS AND DUTIES

### 5.1 Officers

The officers of the Association shall consist of a President, Vice President, Secretary, and Treasurer. All officers shall be members of the Board of Directors.

### 5.2 Duties

Each officer shall have the responsibilities that follow:

#### 5.2.1 President

The President shall be the chief executive of the Association and shall see that all orders and resolutions of the Board of Directors and the Association are carried out. Additionally, the President shall preside at all meetings of the Association and the Board.

#### 5.2.2 Vice-President

The Vice-President, in the absence of the president or in the event of the president's inability or refusal to act, shall perform the duties of the president, and when so acting, shall have the powers of and be subject to the restrictions placed upon the president. Additionally, the vice-president shall oversee the standing committees.

#### 5.2.3 Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association; serve notice of meetings of the Board and the Association; keep appropriate current records showing the members of the Association and their contact information, including but not limited to: address, phone number, and email; and shall perform all duties incident to the office of the secretary of a corporation organized in accordance with South Carolina law. These duties may be shared with or delegated to an Association Management Company should the association be contracted to one.

#### 5.2.4 Treasurer

The Treasurer shall have the responsibility for the Association's funds and securities, shall be responsible for maintaining full and accurate financial records, and completion of all required reports and tax returns. Additionally, the Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall cause disbursement of such funds in the ordinary course of business conducted within the limits of the approved budget.

The Treasurer shall prepare the preliminary budget and the balance sheet statement, which shall be presented to the Eligible Voters at the Association's annual meeting and shall, in the first quarter of the new fiscal year, prepare and distribute to the Eligible Voters a final (adjusted) budget for the new fiscal year and a final (adjusted) balance sheet statement for the prior fiscal year. All such reports shall be made available upon request.

The duties of Treasurer may be shared with or delegated to an Association Management Company should the association be contracted to one.

### **5.3 Liability**

A Director or an officer of the Association shall not be personally liable, for monetary damages for any action taken, or any failure to take any action, unless:

**5.3.1** The Director or officer has breached or failed to perform the duties of this office as provided in this document or by applicable South Carolina law.

**5.3.2** The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

## **ARTICLE 6 - INDEMNIFICATION OF DIRECTORS**

Every director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon them in connection with any proceeding or settlement thereof in which they may become involved, by reason of their being or having been a director of the Association. This indemnification shall apply whether or not they are a director at the time such liabilities or expenses are incurred, except in cases wherein the director is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties. In the event of a settlement, the Board shall only approve such settlement and reimbursement if it is in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director may be entitled.

## **ARTICLE 7 – FISCAL MANAGEMENT**

### **7.1 Fiscal Year**

The fiscal year of the Association shall be the calendar year.

### **7.2 Accounting Method**

The Association shall conduct its financial business using the Cash Accounting method. The Accrual Accounting method may be used by the Association if required by the Association Management Company should the association be contracted to one.

### **7.3 Audit**

An Audit shall be performed by an independent account. Due to the expense of an Audit, unless there is proposed or pending litigation, an Audit may only be performed biennially.

**7.3.1** The Board, with a majority vote, may request an Audit.

**7.3.2** An Audit may be performed upon the written request of twenty-five percent (25%) of the Lot Owners eligible to vote.

### **7.4 Reports**

Financial status and planning reports shall include, at a minimum, the following reports:

**7.4.1** An end-of-fiscal-year balance sheet.

**7.4.2** A monthly financial report.

**7.4.3** A preliminary operating budget for the Association budget approval meeting.

**7.4.4** A final balanced budget reflecting necessary adjustments issued not later than the end of the first quarter of the Fiscal Year.

**7.4.5** A capital budget for the Association budget approval meeting, if there are capital projects or expenditures for the next fiscal year.

### **7.5 Budget Adoption**

The fiscal year operating budget and capital budget require Association approval to be adopted.

**7.5.1** The operating budget shall be considered in its entirety. Approval of the operating budget automatically approves any change in the annual operating assessment that is required to balance the budget being voted on. In the event an Association Majority of Fifty-Two percent (52%) of the votes required to approve a budget as described in Section 3, Paragraph D of the Homeowners Association Agreement of Woods Creek Crossing (Deed Book 79-A, Page 251) are not available at a duly called meeting, the voting requirements prescribed in Article 1, Section 4 of these Bylaws shall be in used for the operation budget approval only.

**7.5.1.1** In the event that a proposed operating budget does not initially receive association approval; the Board shall, until such time as an operating budget is approved, use an interim budget. This interim budget shall duplicate the most recent approved operating budget.

**7.5.2** The capital budget shall be considered by treating each expenditure item as a stand-alone item and approval of each expenditure item shall be by the voting method as

described in Section 3, Paragraph D of the Homeowners Association Agreement of Woods Creek Crossing (Deed Book 79-A, Page 251). The voting requirements prescribed in Article 1, Section 4 of these Bylaws shall not be used for capital budget approval(s).

**7.5.2.1** A capital expenditure project started in a given fiscal year may be continued into the next fiscal year(s) by carrying forward any unspent monies approved for the project. A project not started during the fiscal year of approval must be approved again as part of a subsequent fiscal year capital budget.

#### **7.6 Non-Specified Operating Expenses**

The Board may, at its discretion, spend up to a total of \$2,500.00 per fiscal year for operating expenses not specifically covered in the line item expenditures of the approved budget. Excluded from this limitation are emergency repair expenses.

### **ARTICLE 8 - RESERVE FUNDS**

#### **8.1 Reserve Types**

The Association's financial reserves shall consist of at least a Litigation Fund and a Replacement Fund and may include, when appropriate, an Anticipation Fund.

##### **8.1.1 Litigation Fund**

The Litigation Fund shall consist of a fixed amount set aside for potential litigation situations.

##### **8.1.2 Replacement Fund**

The Replacement Fund shall consist of monies set aside for major repair, renovation, replacement, or improvement of common elements. Each Replacement Fund subaccount shall have a formula for calculating the annual increase in the replacement fund to insure the accumulation of the estimated replacement cost. This formula shall utilize the estimated remaining useful life, the estimated current replacement cost, and the estimated salvage value. To compensate for inflation, local market conditions, and rate of deterioration, the annual amount shall be recalculated every three (3) years. As of the writing of this document only one (1) sub-account exists, Signage. The Board may, by majority vote, add or remove sub-accounts as is needful or appropriate.

##### **8.1.3 Anticipation Fund**

The Anticipation Fund shall consist of monies set aside in advance of a desired capital expense project, which would require more than one (1) fiscal year to accumulate the necessary monies.

#### **8.2 Reserve Investments**

The Association's financial reserves shall be managed in a manner which only invests the reserves in FDIC-insured interest-bearing accounts and/or short-term CDs. Investments

with maturity dates shall have investment periods no greater than two (2) years. Additionally, such investments shall be made so as to ensure staggered maturity dates.

### **8.3 Reserve Withdrawals**

**8.3.1** Monies held in the Litigation Fund shall be withdrawn for appropriate expenditures upon a majority affirmative vote of the Board.

**8.3.2** Once a Reserve Fund item is approved and contributions have been made to it, and a subsequent drawdown is identified in an approved budget, the Treasurer is permitted to withdraw the funds from the Reserve Fund and make appropriate payout(s). If a drawdown has not been identified in an approved budget, Association approval is required as prescribed in Article 1, Section 4 of these Bylaws.

**8.3.3** Monies held in the Anticipation Fund shall be withdrawn for a designated project upon receiving a majority affirmative vote of the Board.

## **ARTICLE 9 - OPERATING FUND**

### **9.1 Required Levels For Operating**

The operating fund in any given month shall be kept above a level sufficient to pay normal operating expenses for the next six (6) months under a condition of no income during those same six months.

### **9.2 Insufficient Levels For Operating**

When unusual operating expenses drop the operating fund below the level specified in Article 9, Section 1, the Board may transfer from the Reserve Fund to restore the Operating balance to the required level. This removal shall be restored within the immediately following two (2) fiscal years by mandatory budget adjustments.

### **9.3 Insufficient Funds For Operating**

If the transfer prescribed in Article 9, Section 2, does not provide sufficient monies, the Board shall call a Special Meeting for the Eligible Voters to vote on a means of providing the needed monies. Action approval requires a majority vote as prescribed in Article 1, Section 4 of these Bylaws.

## **ARTICLE 10 - UNAUTHORIZED COMMITMENTS**

The Association shall not be bound by unauthorized commitments affecting Woods Creek Crossing made by its members. Association Members making such commitments shall be personally liable for the commitments.

## ARTICLE 11 - MISCELLANEOUS

### 11.1 Notices

Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications to the owner of the Lot shall be to the address of record and shall be in writing. They shall be deemed to have been duly given if delivered personally, if sent by United States first class mail, or, if requested, by electronic delivery.

### 11.2 Management Agent

The Board may engage the services of a management agent only upon prior approval of the Association. Approval requires a majority vote as prescribed in Article 1, Section 4 of these Bylaws.

### 11.3 Inspection

All books and records of the Association may be inspected by any Association Member, or their agent, for any purpose at any reasonable time. Inspection arrangements shall be agreed to within fourteen (14) days of delivering a written inspection request to the association secretary or other board member.

## ARTICLE 12 - AMENDMENTS

These Bylaws may be amended only by the Eligible Voters. Approval to amend requires a majority vote as prescribed in Article 1, Section 4 of these Bylaws. Notice of the Special Meeting at which an amendment will be considered shall state that fact and the subject matter of the proposed amendment.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal this 20th day of December 2019.

Woods Creek Crossing Homeowners Association, INC

WITNESSES:

Andy S. White

BY: [Signature] (SEAL)

Joshua Barnette (print)

Its: President (title)

Megan M Blackew

Andy S. White

BY: Joyce Sullivan (SEAL)

Joyce Sullivan (print)

Its: Treasurer (title)

Megan M Blackew

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SPARTANBURG

I, Christy Dunn, a Notary Public, do hereby certify that Joshua Barnette and Joyce Sullivan being an authorized signatures for Woods Creek Crossing Homeowners Association, INC, personally appeared before me and acknowledged the due execution of the foregoing instrument this 20th day of December 2019.

Christy Dunn (SEAL)  
NOTARY PUBLIC FOR South Carolina  
My Commission Expires: 5/22/2023







## **2.2 Rules without Corresponding Municipal Codes**

### **2.2.1 Pets**

#### **2.2.1.1 Leash Requirements**

All pets regardless of type are required to be kept on a leash anytime they are outside and not inside a fence.

#### **2.2.1.2 Fenced Pets**

Fenced pets must not be a nuisance by consistently or constantly making excessive noise.

#### **2.2.1.3 Trespassing Pets**

Pets are not allowed to be on property not owned by their owner unless specifically authorized by the property owner.

#### **2.2.1.4 Pet Waste**

Pet Waste shall be immediately removed from any location that is not a fenced in yard. Pet waste shall be removed from fenced areas on a regular basis to prevent unsanitary, dangerous, or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement.

### **2.2.2 Vehicle Parking**

#### **2.2.1.1 Street Parking**

Residents shall not park in, or on the side of, any road inside Woods Creek Crossing, except in emergencies. Unless otherwise posted, on-street parking shall be allowed to visitors and guests of residents for short durations, so long as health, safety, and the convenience of other residents are not impaired.

#### **2.2.1.2 Other Parking**

Lot Owners, their tenants, family, or guests shall not park on any part of any other resident's property without the express permission of the property owner.

## **3. Violations**

Violations must be reported to the Board either by phone, electronically, or in writing. Reports are not valid without evidence; the Board may accept photographic or video evidence as proof. Reports shall be confidential, only the Board shall know the reporting party, unless legal action is required. Violations shall not be official until reviewed by the Board.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal this 7th day of January 2020.

Woods Creek Crossing Homeowners Association, Inc.

WITNESSES:

Frank G. Allen  
[Signature]

BY: [Signature] (SEAL)  
Joshua Barnette (print)  
Its: President (title)

Frank G. Allen  
[Signature]

BY: Joyce Sullivan (SEAL)  
Joyce Sullivan (print)  
Its: Treasurer (title)

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SPARTANBURG

I, Christy Dunn, a Notary Public, do hereby certify that Joshua Barnette and Joyce Sullivan being an authorized signatures for Woods Creek Crossing Homeowners Association, Inc. personally appeared before me and acknowledged the due execution of the foregoing instrument this 7th day of January 2020.

Christy Dunn (SEAL)

NOTARY PUBLIC FOR: S.C.

My Commission Expires: 5/22/2023





All fences shall be a "good neighbor" type (finished equally on both sides) and when adjoined on adjacent lots, every attempt shall be made to match or blend designs.

Fences along a street side-yard of a corner lot shall be set back at least of five (5) feet from the street to permit landscaping between the fence and the street.

### **3.2.2 Retaining Walls**

Retaining Walls may be constructed along rear or side property lines shall include cast-in-place concrete or block masonry landscaping units. The three (3) foot height limitation may be waived if site conditions require a higher wall. Wood retaining walls shall not be permitted.

### **3.3 Porches, Decks and Patios**

All porches, decks and patios shall have an appearance consistent with the dwelling. No porch, patio or deck shall extend more than thirty (30) inches above finish grade. Porches or decks, which are constructed above ground shall be with finished to the ground with materials compatible with the deck or the dwelling. Patios shall be concrete slabs on grade.

### **3.4 Porch, Deck and Patio Covers**

All covers shall be of a design complementary to the dwelling and approved by the Architectural Committee.

### **3.5 Exterior Colors**

All exterior colors shall be approved by the Architectural Committee. Subdued or neutral tones shall be preferred for the body color. Bright or high intensity colors shall not be permitted. Accent colors shall be compatible with the field color. Repainting or replacing siding with the same color does not require Architectural Committee approval.

### **3.6 Roofs**

Approved roofing materials are asphalt composition shingles. Other materials shall be judged on their merit on a case by case basis and shall be submitted for material, color, and texture approval. All roofing materials and configurations shall be compatible with existing homes. Replacing roofing with the same color and material does not require Architectural Committee approval.

### **3.7 Service Areas**

The following types of service areas shall be approved by the Architectural Committee and shall be reasonably screened from public view: Storage buildings or areas, doghouses, tool sheds, firewood storage, swing sets or other playground equipment, arbors, pools and hot tubs.

### **3.8 Poles, Antennas & Satellite Dishes**

#### **3.8.1 Antenna Poles And Towers, And Satellite Dishes**

With the exception of satellite dishes located on the rear lawns of homes and regular TV antennas located on the roofs of houses, no tower, television antenna or other antennas shall be erected on homes or lots. Satellite dishes larger than one (1) meter shall not be permitted.

#### **3.8.2 Flag Poles**

Flag Poles are permitted subject to review and approval by the Architectural Committee.

### **3.9 Mailboxes And Newspaper Receptacles**

Mailboxes and newspaper receptacles shall be approved by the Architectural Committee. All replacements shall be of a design and color complementary to the home. Security-type (lockable) mailboxes shall be approved by the Architectural Committee and the U.S. Postal Service.

### **3.10 Yard Ornamentation**

Excessive yard ornamentation shall not be permitted. Items such as figurines, plastic flowers, colored lights, windmills, bird baths, and feeders, shall either be invisible or barely visible from the street, or be approved by the Architectural Committee. This Section shall not apply to seasonal holiday decorations, which shall be placed no sooner than thirty (30) days prior to the holiday and removed no more than fourteen (14) days after the holiday.

## **4. Violations**

Violations must be reported to the Board either by phone, electronically, or in writing. Reports are not valid without evidence; the Board may accept photographic or video evidence as proof. Reports shall be confidential, only the Board shall know the reporting party, unless legal action is required. Violations shall not be official until reviewed by the Board.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal this 7th day of January 2020.

Woods Creek Crossing Homeowners Association, Inc.

WITNESSES:

<u>Frank C Allen</u>	BY: <u>[Signature]</u>	(SEAL)
<u>[Signature]</u>	Joshua Barnette	(print)
	Its: President	(title)
<u>Frank C Allen</u>	BY: <u>Joyce Sullivan</u>	(SEAL)
<u>[Signature]</u>	Joyce Sullivan	(print)
	Its: Treasurer	(title)

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SPARTANBURG

I, Christy Dunn, a Notary Public, do hereby certify that Joshua Barnette and Joyce Sullivan being an authorized signatures for Woods Creek Crossing Homeowners Association, Inc. personally appeared before me and acknowledged the due execution of the foregoing instrument this 7th day of January 2020.

Christy Dunn (SEAL)

NOTARY PUBLIC FOR: S.C.

My Commission Expires: 5/22/2023

