

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. Purpose and Powers of the Townhome Committee: 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. Annual Meeting: 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. Special Meetings: 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. Notice: 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. Quorum: 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. Townhome Committee Composition and Meeting Conduct: 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 who will serve during the following year, and the composition of 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 non-voting 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. Townhome Committee Assessment Payments and Depositories: 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 any Townhome Lot Owner the same may be commingled with the assessments paid to Management by the other Owners of 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. Association Special Assessments and Insurance Payments and Depositories: 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.

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 4th day of MAY, 2018.

By: [Signature]
Print Name: SCOTT ASHE
Its: PRESIDENT

By: [Signature]
Print Name: ROB HANSEN
Its: VICE PRESIDENT

By: [Signature]
Print Name: MARTHA COOK
Its: TREASURER

By: [Signature]
Print Name: BARBARA LINDSEY
Its: SECRETARY

By: [Signature]
Print Name: BILL BROWN
Its: AT-LARGE MEMBER

By: [Signature]
Print Name: STEVEN YANTIS
Its: AT-LARGE MEMBER

By: [Signature]
Print Name: _____
Its: _____

Exhibit C

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:

1. 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.
2. 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 against 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.

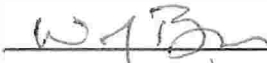
ADOPTED this 21st day of JUNE, 2018.

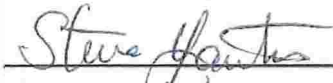
By: 
 Print Name: SCOTT ASHE
 Its: PRESIDENT

By: 
 Print Name: ROB HANSEN
 Its: VICE PRESIDENT

By: 
 Print Name: MARTHA COOK
 Its: TREASURER/SECRETARY

By: 
 Print Name: CHAD SQUIRES
 Its: member

By: 
 Print Name: BILL BROWN
 Its: member

By: 
 Print Name: STEVE VANTIS
 Its: Steve Vantis

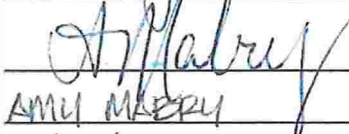
By: 
 Print Name: AMY MABRY
 Its: Member

Exhibit D

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

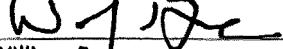
WHEREAS, the Board believes it is in the best interest of the Association to establish, pursuant to the governing documents of the Association, a standard Code of Ethics that will govern the behavior of all individuals serving in electable positions within the Association;

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.

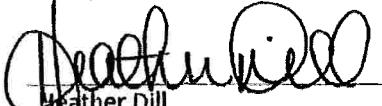
ADOPTED this 15th day of November, 2018.

By: 
Print Name: William Brown
Its: President

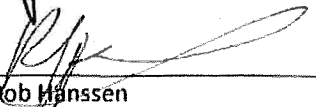
By: 
Print Name: Amy Mabry
Its: Member

By: 
Print Name: Martha Cook
Its: Treasurer

By: _____
Print Name: Chad Squires **Absent**
Its: Member

By: 
Print Name: Heather Dill
Its: Secretary

By: _____
Print Name: Steven Yantis **Absent**
Its: Member

By: 
Print Name: Rob Hanssen
Its: 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.
- 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.
- Conduct and/or support and/or participate in open, fair and well-publicized elections.

Persons serving in Electable Positions should not:

- o Reveal to any Association owner, resident, or any other 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) 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.
- o Make personal attacks on Board members, Committee colleagues, members of appointed committees, Association staff, or Association owners and non-owner residents.
- o 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.
- o 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.
- o 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.
- o 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 Action Phase: Fines, Self-Help, and Court

Declaration Section Number and Title	Letter:		Letter:		Letter:		Letter:		
	Notice of Violation [No Fine]	Days between letters	Failure to Comply [No Fine]	Days between letters	First Non-Compliance & Fine*	Days between letters	Second Non-Compliance & Fine	Days between letters	Third Non-Compliance & Fine
8.16 Vehicles and Parking on Streets**	-	10	-	10	\$25.00	7	\$50.00	7	\$100.00
8.16 Parking on Sidewalks/Grass**	-	10	-	10	\$50.00	7	\$100.00	7	\$150.00
8.16 Clubhouse Event-Parking on Streets (per vehicle)	N/A	0	N/A	0	\$200.00	0	\$400.00	0	\$600.00
8.20 a. Garbage and Refuse Disposal	-	10	-	10	\$100.00	7	\$200.00	7	\$400.00
8.21 Animals and Pets	-	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 Unsanitary 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

Declaration Section Number and Title	Letter:	Days between letters	Failure to Comply [No Fine]	Days between letters	First Non-Compliance & Fine*	Days between letters	Second Non-Compliance & Fine	Days between letters	Third Non-Compliance & Fine
8.6 Walls and Fences	-	30	-	30	\$100.00	7	\$200.00	7	\$400.00
8.7 Terraces, Detached Garages and Eaves	-	30	-	30	\$100.00	7	\$200.00	7	\$400.00
8.8 Fences	-	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	1	\$500.00	1	\$500.00
8.12 Completion of Landscaping	-	10	-	10	\$10.00	1	\$20.00	1	\$30.00
8.13 Aesthetics, Nature Growth	-	10	-	10	\$100.00	7	\$200.00	7	\$400.00

*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.

Simple (Observed) Verification continued

Code	Description	Letter:	Notice of Violation [No Fine]	Days between letters	Failure to Comply [No Fine]	Days between letters	Legal Action Phase: Fines, Self-Help, and Court				
							Letter:	First Non-Compliance & Fine*	Days between letters	Second Non-Compliance & Fine	Days between letters
8.14	Delivery Receipts, Property Identification Markers and all other Streetscapes	-	-	30	-	30	\$100.00	7	\$200.00	7	\$400.00
8.15	Signs	-	-	10	-	10	\$10.00	7	\$20.00	7	\$30.00
8.19	Clothes Lines and Garbage Containers	-	-	10	-	10	\$25.00	7	\$50.00	7	\$75.00
8.20	b. Unscreened Garbage cans, Woodpiles, Hot tubs, Spas	-	-	10	-	10	\$25.00	7	\$50.00	7	\$75.00
8.24	Antennas	-	-	10	-	10	\$25.00	7	\$50.00	7	\$75.00
8.25	Drainage	-	-	10	-	10	\$100.00	7	\$200.00	7	\$400.00
8.27	Utility Lines	-	-	30	-	30	\$25.00	7	\$50.00	7	\$75.00
8.28	Air Conditioning Units	-	-	10	-	10	\$25.00	7	\$50.00	7	\$75.00
8.29	Lighting	-	-	10	-	10	\$10.00	7	\$20.00	7	\$30.00
	Artificial Vegetation, Exterior Sculpture, Fountains, &										
8.30	Similar Items	-	-	30	-	10	\$100.00	7	\$200.00	7	\$400.00
8.31	Energy Conservation Equipment	-	-	30	-	10	\$100.00	7	\$200.00	7	\$400.00
8.32	Swimming Pools and Hot Tubs	-	-	30	-	30	\$100.00	7	\$200.00	7	\$400.00
8.33	Gardens and Play Equipment	-	-	10	-	10	\$25.00	7	\$50.00	7	\$75.00
8.34	Exteriors	-	-	10	-	10	\$100.00	7	\$200.00	7	\$400.00
8.35	Exterior Security Devices	-	-	10	-	10	\$25.00	7	\$50.00	7	\$75.00
8.36	Entry Features	-	-	10	-	10	\$100.00	7	\$200.00	7	\$400.00
8.37	Streams and Wetlands	-	-	30	-	10	\$100.00	7	\$200.00	7	\$400.00

*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

Revision Date January 1, 2019

Page 1 of 5

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 # _____

Rental Fee: 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 # _____

Confirmation: 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
COUNTY OF SPARTANBURG

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 8th day of January, 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

Glenlake Upstate Homeowners Association, Inc.

In the presence of:

By: Don Hazzard (L.S.)

Kelli W. Mathison

Print Name: Don Hazzard

(witness #1)

Its: President

Megan M Blackew

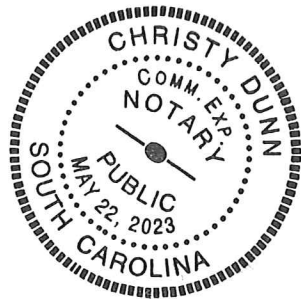
(witness #2)

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Christy 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 8th day of January, 2020.



Christy Dunn
Notary Public for South Carolina
My Commission Expires: 5/22/2023

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.

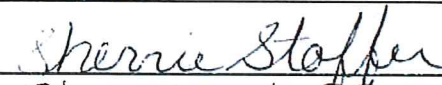
NOW THEREFORE, THE BOARD HEREBY RESOLVES THAT A NEW RULE IS PROMULGATED AS FOLLOWS:


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 6th day of June, 2019.


By: 
Print Name: Chad Squires
Its: member

By: 
Print Name: Sherrie Stoffer
Its: member

By: 
Print Name: Rob Hoffer
Its: SECRETARY

By: 
Print Name: Jon S. Halpin
Its: Treasurer

By: 
Print Name: Anthony Gzines
Its: Vice President

By: 
Print Name: Don Hazzard
Its: President

By: _____
Print Name: _____
Its: _____

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

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
2022-005

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

1. Glenlake Upstate Homeowners Association, Inc. Board Resolution 2022-005, Attached As **Exhibit A**

DEE-2023-608



DEE BK 140-H PG 706-710

Recorded 5 Pages on 01/06/2023 02:37:40 PM

Recording Fee: \$25.00

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

Ashley B. Williams, Register Of Deeds

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, Glenlake Upstate Homeowners Association, INC. has by its duly authorized officer set its hand and seal this 6 day of January, 2023.

SIGNED SEALED AND DELIVERED
in the presence of:

Christy Butler
(witness #1)
[Signature]
(witness #2)

Glenlake Upstate Homeowners Association, INC
By: [Signature] (L.S.)
Print Name: Jon S Halpin
Its: Treasurer

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Tanner C. Humphries, Notary Public for the State of South Carolina, do hereby certify that Glenlake Upstate Homeowners Association, INC, by Jon Scot Halpin, its Treasurer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 6 day of January, ~~2022~~ 2023.

Tanner C. Humphries
Notary Public for South Carolina
My Commission Expires: 9/29/31

EXHIBIT "A"

GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC. BOARD RESOLUTION 2022-005

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 on March 29, 2005, the Declarant recorded certain Bylaws of the Glenlake Upstate Homeowners Association Inc. ("the Original Bylaws") in the Office of the Register of Deeds for Spartanburg County, South Carolina ("the Register"), in Deed Book 82-R at Page 913; and

WHEREAS on March 7, 2006, the Association voted to amend the Original Bylaws with the First Amendment To Bylaws to Glenlake Upstate Homeowners Association Inc ("First Amendment") by a confirmative vote of over 80% of the Total Association Vote by way of the Class B voting membership of the Developer; and this First Amendment to the Bylaws was recorded in the Register on January 10, 2019 in Deed Book 122-K at Page 900; and

WHEREAS the whole of the Original Bylaws and the First Amendment will be known as the Amended Bylaws; and

WHEREAS Article 5.2 of the Amended Bylaws details certain rights and duties of the Townhome Committee; and

WHEREAS on May 4, 2018, the Association adopted Board Resolution 2018-008, recorded in the Register in Deed Book 122-K at Page 900, putting restrictions on the Town Home Committee beyond the original scope of the Amended Bylaws; and

WHEREAS Board Resolution 2018-008 was regrettably adopted without knowledge of the First Amendment; and

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 Board wishes to eliminate any possibility of conflicting interpretations of delegated rights and duties and affirm the rights, duties and responsibilities conferred to the Town Home Committee in the Amended Bylaws,

THE FOLLOWING WILL BE PROMULGATED:

Article 1

Board Resolution 2018-008 is repealed in full.

Article 2

The Board affirms that Article 5.2 of the amended Bylaws is controlling with respect to the rights and duties of the Townhome Committee and delegates to the Townhome Committee all rights and duties as specified under Article 5.2 of the Amended Bylaws.

Article 3

The Board affirms and recognizes the established Townhome Committee in its current form.

Article 4

The Board establishes and designates the Townhome Committee to function as the Architectural Review Committee with authority for all architectural matters for the townhome Residences.

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

Articles 2, 3, 4 of this Resolution are the logical consequences of the Amended Bylaws and cannot be modified without amending the Bylaws. The Board reserves the right to modify the remainder of 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 the remainder of this Resolution at a Regular or Special Meeting of the Association per Article 8.1 of the Declaration.

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 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 10th of the year after passing this Resolution.

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

ADOPTED this 17th day of September, 2022

By: [Signature]

Print Name: Keith Lays

Its: Secretary, 9-7-22

By: [Signature]

Print Name: Jon S. Halpin

Its: Treasurer

By: [Signature]

Print Name: ERIC S. DELANEY

Its: BOARD MEMBER

By: [Signature]

Print Name: Donald F. Cole

Its: BOARD MEMBER

By: [Signature]

Print Name: Eric Rio

Its: Vice President

By: [Signature]

Print Name: EDWARD MEDVENEV

Its: PRESIDENT

By: _____

Print Name: _____

Its: _____

DEE-2024001075

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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
 COUNTY OF SPARTANBURG

**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. JOINT RESOLUTION 2023-001
2. BOARD RESOLUTION 2023-002
3. BOARDRESOLUTION 2023-003

CROSS REFERENCE:

1. *DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENLAKE SUBDIVISION, PHASE NO. 1, RECORDED IN DEED 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 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**

AFTER RECORDING, PLEASE RETURN TO:
 McCABE, TROTTER & BEVERLY, PC
 4500 FORT JACKSON BLVD SUITE 335 COLUMBIA, SC 29209
 MTB FILE NO.: 20385.16

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 9 day of January, 2024.

SIGNED SEALED AND DELIVERED
in the presence of:

**GLENLAKE UPSTATE HOMEOWNERS
ASSOCIATION, INC.**

Dunneal Imprie
(Witness 1)

By: *[Signature]* (L.S.)

Kelly Werry
(Witness 2/Notary Public)

Print Name: *Edward McDuffie*
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, *Susie M. Batenbaugh*, Notary Public for the State of South Carolina, do hereby certify that Glenlake Upstate Homeowners Association, Inc., by *Edward McDuffie*, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 9 day of January, 2024.

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

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

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

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

ADOPTED this 6 day of June, 2023.

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

By: [Signature]
Print Name: Edward Mendoffie

Its: PRESIDENT

By: [Signature]

Print Name: Eric Rice

Its: Vice President

By: [Signature]

Print Name: Donald Cole

Its: MEMBER

By: [Signature]

Print Name: Tom S Halpin

Its: Treasurer

By: [Signature]

Print Name: E. J. DeLise

Its: BOARD MEMBER

By: [Signature]

Print Name: Susan Law

Its: Member

By: _____

Print Name: _____

Its: _____

The members of the Townhome Committee

By: [Signature]

Print Name: Roy E. Dessloch

Its: Board Secretary

By: [Signature]

Print Name: Donald Cole

Its: Patio House Chairman

By: [Signature]

Print Name: Deborah Doris Pack

Its: committee member

By: [Signature]

Print Name: Pamela W. Bean

Its: committee member

By: [Signature]

Print Name: Tom S Halpin

Its: Chair

Exhibit "B"

Glenlake Upstate HOA Board Resolution 2023-002

Page 1 of 9

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.

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

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.
- 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 drop box by noon the day after the rental	

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


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


Enforceability.

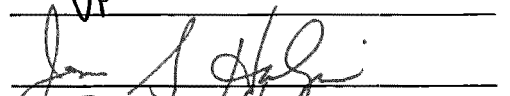
This Resolution takes effect upon approval by the Board and is immediately enforceable in reference to the SC HOA Act. To preserve enforceability under the SC HOA Act, it will be filed with the Register before January 10th of the year after passing this Resolution.

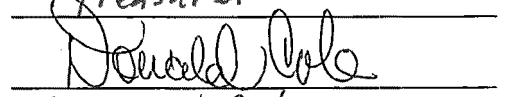
The signatures of all Board members passing this Resolution appear below.

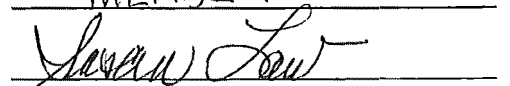
ADOPTED this 6 day of JUNE, 2023

By: 
 Print Name: EDWARD MEDINA
 Its: PRESIDENT

By: 
 Print Name: Eric Rice
 Its: VP

By: 
 Print Name: Jon S Halpin
 Its: Treasurer

By: 
 Print Name: DONALD COLE
 Its: MEMBER

By: 

Print Name: Susan Law

Its: Member

By: E. J. DeLise

Print Name: E. J. DeLise

Its: BOARD MEMBER

By: _____

Print Name: _____

Its: _____

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 kiddie 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 10th of the year after passing this Resolution.

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

ADOPTED this 6 day of JUNE, 2023

By: Donald Cole
Print Name: DONALD COLE
Its: MEMBER

By: Eric Rice
Print Name: Eric Rice
Its: Vice President

By: Edward Meduffie
Print Name: EDWARD MEDUFFIE
Its: PRESIDENT

By: E.J. DeLisle
Print Name: E.J. DeLisle
Its: BOARD MEMBER

By: Jon S Halpin
Print Name: Jon S Halpin
Its: Treasurer

By: Susan Law
Print Name: Susan Law
Its: Member

By: _____
Print Name: _____
Its: _____

DEE-2025000346
Recorded 55 on 01/03/2025 05:34:10 PM
Recording Fee: \$25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
ASHLEY B. WILLIAMS REGISTER OF DEEDS
BK:DEE 149-U PG:678-732

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

**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. BOARD RESOLUTION 2024-001
2. BOARD RESOLUTION 2024-002
3. BOARD RESOLUTION 2024-003
4. BOARD RESOLUTION 2024-004
5. BOARD RESOLUTION 2024-005

CROSS REFERENCE:

1. *DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENLAKE SUBDIVISION, PHASE NO. 1, RECORDED IN DEED 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 Glenlake Subdivision; and

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

1. Board Resolution 2024-001 – attached as **Exhibit A**;
2. Board Resolution 2024-002 – attached as **Exhibit B**;

Exhibit "A"

Glenlake Upstate HOA Board Resolution 2024-001

Page 1 of 3

GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC.
BOARD RESOLUTION 2024-001

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 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 8.1 of the Declaration authorizes the Board, from time to time, without consent of the members, to promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community; 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 Article 15.1 of the Declaration grants the Board the authority to enforce these rules and regulations; and

WHEREAS Article 15.2 of the Declaration grants the Board the authority to exercise self-help remedies, including towing of cars at the expense of its owners in case violations of these rules and regulations are not resolved after reasonable notice; and

WHEREAS Board Resolution 2022-002 was passed on May 31, 2022, and filed with the Spartanburg County Register of Deeds ("the Register") on June 3, 2022, in Deed Book 137-M page 265; and

WHEREAS the Board believes that Board Resolution 2022-002 needs to be amended and wishes to ratify this amendment to comply with the SC HOA Act;

BOARD RESOLUTION 2022-002 IS AMENDED BY THE FOLLOWING:

Article 3c is replaced by the following: "*Only one (1) Notice of Violation letter per type of violation will be sent per lot. Any following violations of a similar nature at the same lot, within 18 months of the first notice of said nature of violation, can be followed by a fine at the discretion of the board.*"

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 per Article 8.1 of the Declaration.

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 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 10th of the year after passing this Resolution.

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

ADOPTED this 3 day of APRIL, 2024

By: E. J. DeLisle

Print Name: E. J. DeLisle

Its: Board Member

By: Susan Law

Print Name: Susan Law

Its: Board Member

By: Jon Scot Haplin

Print Name: Jon Scot Haplin

Its: Treasurer

By: _____

Print Name: Tim Halley
 Its: Secretary

By: [Signature]
 Print Name: Donald Cole
 Its: Donald Cole

By: [Signature]
 Print Name: Eric Rio
 Its: Vice President

By: [Signature]
 Print Name: Edward Medina
 Its: PRESIDENT

GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC.
BOARD RESOLUTION 2024-002

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 S. C. Code Reg § 27-135 authorizes Clemson University to publish and maintain the list of plant pests; and the list of plant pests is published and maintained at https://www.clemson.edu/public/regulatory/plant-industry/plant-pest-regulations/state-plant-pest-information/pests_list.html; and *Pyrus calleryana* (also known as Bradford Pear or Callery Pear) will be added to this list for enforcement on October 1st 2024;

WHEREAS Article 7.2(e) of the Declaration authorizes the Board and Architectural Review Committee to promulgate written design standards to determine the Community-Wide Standard; and the Board would like to update the Community-Wide Standard to reflect the addition of *Pyrus calleryana* to the Plant pest list,

THE COMMUNITY-WIDE STANDARD WILL BE UPDATED AS FOLLOWS:

Article 1. Architectural Review Committee requests to add *Pyrus calleryana* to existing landscaping will be automatically denied as of the date of signing of this Resolution.

Article 2. Architectural Review Committee requests to remove *Pyrus calleryana* from existing landscaping will be approved as of the date of signing of this Resolution.

Article 3. After removal of any tree, the stump must be ground out with a stump grinder or completely removed by digging it out or pulling it out. Any debris must be cleaned up, any holes filled with soil, and then planted with sod or seed.

Article 4. Nothing in this Resolution shall be used to force homeowners to remove existing *Pyrus calleryana* from their landscaping at any time, except when local, State or Federal laws and regulations are passed to do so.

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 per Article 8.1 of the Declaration.

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 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 10th of the year after passing this Resolution.

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

ADOPTED this 3 day of APRIL, 2024

By: *E. J. DeLisa*
Print Name *E. J. DeLisa*
Its: *BOARD MEMBER*

By: *Susan Law*
Print Name *Susan Law*
Its: *Board Member*

By: *Jon S. Halpin*
Print Name *Jon S. Halpin*
Its: *Treasurer*

By: 

Print Name Tim Harley

Its: SECRETARY

By: 

Print Name DONALD COLE

Its: MEMBER

By: 

Print Name Eric Rice

Its: Vice President

By: 

Print Name Edward M. Duffie

Its: PRESIDENT

GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC.
BOARD RESOLUTION 2024-003

The undersigned, being the Board of Directors (hereafter referred to as the "Board") of the Glen Lake 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 7.2(e) of the Declaration authorizes the Board and Architectural Review Committee to promulgate written design standards to determine the Community-Wide Standards; and

WHEREAS the Board believes that the Association needs to update its existing and commonly applied Community-Wide Standard regarding fences and wishes to ratify these to comply with the SC HOA Act;

RULES, DEFINITIONS, AND INTERPRETATIONS REGARDING THE COMMUNITY-WIDE STANDARD REGARDING FENCES WILL BE PROMULGATED AS FOLLOWS:

Article 1.

a.) The Community Wide Standard 8.8 d is amended by the following: Fences must be Stockade style or Stockade Arched-up style. If a portion of arched up fence needs to be replaced, that portion needs to be Arched up. If the entire length of fence (sides, back, or front) is being replaced that "side" does not need to be arched up.

b.) Maintenance of Fences.

Maintenance includes but is not limited to replacing rotten, broken, missing boards. As part of maintaining a fence they will be painted with a long-lasting exterior paint or stain. This is usually an opaque stain or paint. Any portion of the fence that faces the street or a common area must be painted with the color approved by the Architectural Review Committee (ARC). Currently the color is Sherwin Williams Belvedere Tan or matching color from another manufacturer. The interior of the fence must also be painted or stained accordingly any deviation must be approved by the ARC.

c.) The Architectural Review Committee request form will be updated to include this amendment.

Severability

If any part, term or provision of this Resolution or its accompanying Community-Wide Standard document 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 or its accompanying Community-Wide Standard document 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 per Article 8.1 of the Declaration.

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.

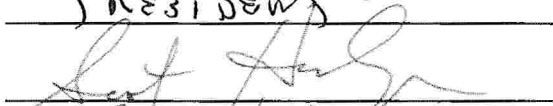
Enforceability.

This Resolution takes effect upon approval by the Board and 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 10th of the year after passing this Resolution.

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

ADOPTED this 2 day of July, 2024

By: 
 Print Name: EDWARD McDUFFIE
 Its: PRESIDENT

By: 
 Print Name: Scot Halpin
 Its: Treasurer

By: E. P. DeLisle
Print Name: E. P. DeLisle

Its: Member

By: Sus Susan Law
Print Name: Susan Law

Its: Member

By: Secretary
Print Name: Tom Hickey

Its: [Signature]

By: Vice President
Print Name: Eric Rice

Its: [Signature]

By: MEMBER

Print Name: DONALD COLE
Its: Donald Cole

Exhibit "D"

GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC.
BOARD RESOLUTION 2024-004

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 on March 31, 2005, the Declarant recorded that certain Declaration of Protective Covenants for Glenlake Subdivision in the Office of the Register of Deeds for Spartanburg County, South Carolina ("the Register"), in Deed Book 82-R at Page 862, whereby certain property belonging to the Declarant was submitted to the terms and conditions of said Declaration of Protective Covenants for Glenlake Subdivision (the "Original Declaration"); and

WHEREAS the Original Declaration was supplemented by various Supplemental Declarations to add phase 3A recorded on March 31, 2005 in Deed Book 82-R at Page 926, to add phase 4A recorded on August 24, 2005 in Deed Book 86-N at Page 898, to add phase 2A recorded on September 22, 2005 in Deed Book 83-Z at Page 622, to add phase 3B recorded on September 22, 2005 in Deed Book 83-Z at Page 625, to add phase 5 recorded on November 17, 2005 in Deed Book 84-L at Page 25, to add phase SA recorded on September 20, 2012 in Deed Book 101-S at Page 996, to add phase 2C recorded on November 15, 2012 in Deed Book 102-A at Page 845, to add phase 4B recorded on January 8, 2013 in Deed Book 102-K at Page 828, to add phase 4C recorded on July 11, 2014 in Deed Book 106-N at Page 476, to add phase 3C recorded on February 27, 2015 in Deed Book 108-H at Page 442, to add phase SB recorded on April 2, 2015 in Deed Book 108-Q at Page 918; and the Original Declaration was amended by a First Amendment recorded on June 22, 2005 at Deed Book 83-H, Page 27, a Second Amendment recorded on January 18, 2006 at Deed Book 84-W, Page 644, a Corrected Second Amendment recorded February 6, 2006 at Deed Book 85-A, Page 314, a Third Amendment recorded September 14, 2012 in Deed Book 101-P, Page 928 and a Fourth Amendment recorded November 15, 2012 at Deed Book 102-A, Page 842; and the Original Declaration and all amendments and supplements thereto shall be collectively referred to herein as the "Declaration";

WHEREAS Article 7.2(e) of the Declaration authorizes the Board and Architectural Review Committee to promulgate written design standards to determine the Community-Wide Standards; and

WHEREAS the Glen Lake Architectural Committee Request Form was filed with the Spartanburg County Register of Deeds (the "Register") on January 10, 2019 in Deed book 122-K, page 900; and

WHEREAS Board Resolution 2022-003, amending the Community-Wide Standard regarding flag poles was passed on June 6, 2022 and filed with the Register on December 20, 2022 in Deed book 140-E, page 1; and Board Resolution 2022-004, amending the Community-Wide Standard regarding basketball goals was passed on June 6, 2022 and filed with the Register on December 20, 2022 in Deed book 140-E, page 1; and Board Resolution 2022-001, amending the Community-Wide Standard regarding fire pits in its Article 5 was passed on July 5, 2022 and filed with the Register on December 20, 2022 in Deed book 140-E, page 1; and Board Resolution 2024-002, amending the Community-Wide Standard regarding planting and removing *Pyrus calleryana* was passed on April 3, 2024; and Resolution 2024-003 amending the ARC request form regarding fence structure passed on July 2, 2024.

WHEREAS the Board believes that the Association needs to publish and clarify its existing and commonly applied Community-Wide Standard and wishes to ratify these to comply with the SC HOA Act;

RULES, DEFINITIONS, AND INTERPRETATIONS REGARDING THE COMMUNITY-WIDE STANDARD WILL BE PROMULGATED AS FOLLOWS:

The document attached hereafter will be known as the Community-Wide Standard for the purposes of the Architectural Review Community, and all other purposes connected to the Community-Wide Standard in the Declaration and its Amendments.

Severability

If any part, term or provision of this Resolution or its accompanying Community-Wide Standard document 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 or its accompanying Community-Wide Standard document 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 per Article 8.1 of the Declaration.

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.

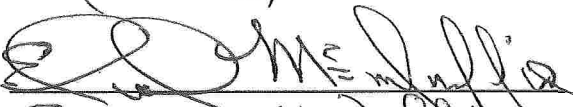
Throughout this Resolution and the Declaration, terms such as Community-Wide Standard, Community Wide Standards, CWS, Standards, Written design guidelines, Design Guidelines, Standards of the Community, Design Standards, Reasonable Rules, and other reasonable variants can be used interchangeably and will all refer to the topic of this Resolution. The preferred references are Community-Wide Standard and CWS.

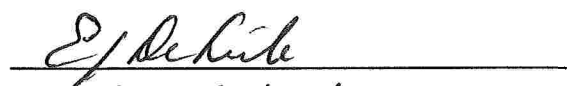
Enforceability.

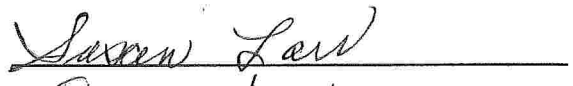
This Resolution takes effect upon approval by the Board and is immediately enforceable in reference to the SC HOA Act. To preserve enforceability under the SC HOA Act, it will be filed with the Register before January 10th of the year after passing this Resolution.

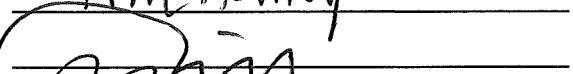
The signatures of all Board members passing this Resolution appear below.

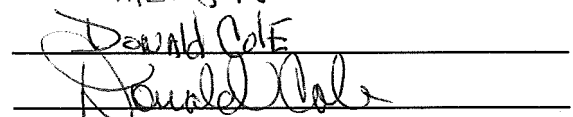
ADOPTED this 2 day of July, 2024

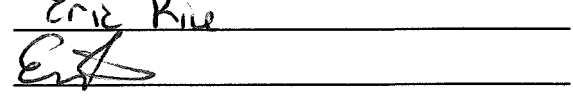
By: 
Print Name: Edward M. Duffie
Its: PRESIDENT

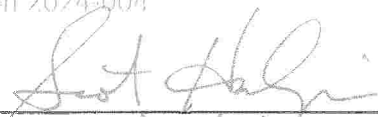
By: 
Print Name: E. DeLisle
Its: member

By: 
Print Name: Susan Law
Its: member

By: Secretary
Print Name: Tim Hawley
Its: 

By: MEMBER
Print Name: Donald Cole
Its: 

By: Vice Presidents
Print Name: Eric Rice
Its: 

By: 
Print Name: Scot Halpin
Its: Treasurer

Glenlake Upstate Homeowners Association, Inc.

Architectural Review Committee Community Wide Standards

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Glenlake Upstate Homeowners Association, Inc.

Architectural Review Committee Community Wide Standards

GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC BEST PRACTICE GUIDELINES Architectural Review Committee Guidelines and Procedures	
Supersedes No: 2020-1 Date: Jan 23, 2020	No: 2024-6 Date: Jun 27, 2024
Written by: Rob Hanssen & Randall Cohen	

Purpose of this document:

In order to maintain a high-quality residential development, to assure that all houses and other structures are of appropriate size, harmonious in design, properly located in relationship to neighboring structures and adapted to the terrain of each Lot, the Architectural Review Committee (ARC) was given full architectural control by the Board of Directors as defined in the Glen Lake CC & Rs, Article 7, Section 7.2.

In order to have a fair and consistent review process, the Protective Covenants, Conditions, and Restrictions, (https://www.scglenlake.com/file/document/394700317/ZJL4vSYHQ8j_QFbp6.pdf) call for the promulgation of written guidelines and procedures of the architectural review. This document will serve as a description of the process and the ARC guidelines.

Unless explicitly referenced in the Bylaws or the CC&Rs, the processes and guidelines in this document are subject to change by a majority vote of the Board of Directors on advice of the Architectural Review Committee.

How to use this document (the Key):

1. Items in italics, highlighted in yellow, and colored blue and or green are additions/changes to/from the original CC&R document. Example: *No "Out Building" or storage building may be larger than 10'x16'. These are "allowable" changes, that do not change the actual CC&R Article* They a used to identify in writing what a particular "Standard" has been determined to be.
2. Items simply highlighted in yellow or highlighted in gray are simply to bring attention to that portion of text. The text is from the original CC&Rs.
3. Original CC&R text is colored **black**.

Definitions for this document:

The definitions in this section are not included in the CC&Rs.

Community Wide Standards (Standards of the Community)

This is the list of current acceptable changes to homes within Glen Lake. It includes specifications of designs or plans, Exterior paint Colors, Fences, Fence color, storage buildings, Changes to Lots.

Glenlake Upstate Homeowners Association, Inc.

Architectural Review Committee Community Wide Standards

The following terms found throughout the CC&Rs also refer to Community Wide Standards: Written design guidelines, Design Guidelines, Standards of the Community, Design Standards, and Reasonable Rules. These Standards are subject to change as required by the ARC & or HOA Board of Directors.

Property Maintenance:

a) Maintenance of Home Exteriors.

The exterior will be maintained and or repaired as necessary complying with the Architectural Review standards. This includes, but not limited to siding, windows, doors, roofs, sidewalks, driveways, sheds, storage buildings, porches, and patios.

b) Maintenance of Yards.

Lawns, flower beds, shrubs, and trees, will be maintained by keeping at least 80% weed free, trimmed to plant specifications, and the grass and potential weeds will be no taller than 8" (according to county standards).

c) Maintenance of Fences.

Maintenance includes but is not limited to replacing rotten, broken, missing boards. As part of maintaining a fence they will be painted with a long-lasting exterior paint or stain. This is usually an opaque stain or paint. Any portion of the fence that faces the street or a common area must be painted with the color approved by the Architectural Review Committee (ARC). Currently the color is Sherwin Williams Belvedere Tan or matching color from another manufacturer. The board approved that Fences are no longer limited to Arched up. However, if a portion of arched up fence needs to be replaced, that portion needs to be Arched up. If the entire length of fence (sides, back, or front) is being replaced that "side" does not need to be arched up (see also sec 8.8). The interior of the fence must also be painted or stained accordingly any deviation must be approved by the ARC.

ARC review process:

Owner	Task Description	Reasonable timeframe
Homeowner	Identify the need to fill out an ARC Request form based on information in the Declaration and other regulatory documents. Fill out ARC Request Form and send Form with all supplementary information to the Management Company	Before initiating construction
Management Company	Record and Forward ARC Request Form and all supplementary information to the ARC. Will advise the Homeowner of Approval or Denial of the request from the ARC with any changes, suggestions, or reasons for a Denial.	Within 3 working days of date of receipt
ARC	Review the ARC Request Form against the guidelines and best practices. If the ARC request conforms to the guidelines, send approval of form to the Management Company.	Within 45 days of date of receipt

Glenlake Upstate Homeowners Association, Inc. Architectural Review Committee Community Wide Standards

	If the Request does not conform to the guidelines, a formal denial needs to be sent to the Management Company with reasons for denial.	
Homeowner	If the ARC Request is approved, <u>initiate</u> construction within one year of approval.	Complete within one year of approval date (Section 8.12).
	If the ARC Request is denied, construction cannot be started. The ARC Request can be modified to annul the reasons for denial and resubmitted for review.	Before initiating construction
	The denial by the ARC can also be appealed to the Board of Directors.	Within 10 days of denial date
Board of Directors	In case of appeal, conduct appeal hearing	As needed

Need for ARC Request

No building, fence, wall or other structure of any kind, or alteration or addition or change of exterior appearance thereto, may be commenced, erected or maintained on any Lot, until an ARC Request showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the Architectural Review Committee for written approval (Section 7.3). Section 7 of the CCR is the touchstone to determine the need for ARC approval.

The ARC Request form can be requested from the Management Company or downloaded from the Association website. The completed form and any supplementary information need to be sent the Management Company.

Review of the ARC Request

After receipt of the ARC Request, the Management Company forwards the ARC Request to the chairperson of the ARC, who discusses the Request with all members of the ARC. The discussion is focused on the compliance with the guidelines set forth in this document, historical precedence (within limits (Section 7.3(d))) and compliance with the general scheme of the community. The ARC Request can be approved or denied by majority vote of the ARC with the quorum for the vote being at least half of the committee members.

After a decision is made, the ARC chairperson communicates the decision to the homeowner and the Management Company. If the Request is denied, a reason needs to be given for the denial.

If the ARC has failed to respond to the homeowners within forty-five days, the owner can send a certified mailing to the ARC stating the date of the original request and a request for approval. If the ARC does not respond within thirty days of this request, approval by the ARC will not be necessary (Section 7.3(a)).

After approval of the ARC Request

When the ARC Request is approved, the homeowner can start construction and needs to finish within one year of the approval date (Section 8.12). If the construction is not completed within one year of approval, an extension can be requested from the ARC. Failure to complete the construction within this timeframe or lack of activity of 90 days or more, makes the homeowner liable to fines imposed by the Association until the construction is respectively completed or resumed, or until the homeowner can prove that circumstances beyond their control forced the lack of progress.

Glenlake Upstate Homeowners Association, Inc.

Architectural Review Committee Community Wide Standards

During construction, any representative of the ARC can (after reasonable notice) enter and inspect the construction to determine compliance with the approved ARC Request (Section 7.3). If the construction is deemed to violate the approved plans, the Board of Directors can notify the homeowner of their violation and enforce a remedy for the violation. If the homeowner has not taken reasonable steps within thirty days, the Board of Directors can take legal action against the homeowner (Section 7.4). Approval of the ARC Request does not imply any responsibility to the ARC for any aspect of the construction (Section 7.3(e)).

After denial of the ARC Request

When the ARC Request is denied, the homeowner can under no circumstance initiate construction or be subject to the violations process from the previous section. However, the homeowner can re-submit the Request after modification to fit the reasons stated in the denial. The date of the modified request counts as a new start date for the ARC Review process.

If the homeowner does not agree with the denial or the reasons communicated by the ARC, they can also appeal the denial to the Board of Directors by requesting a hearing within ten days of the date of the denial. Failure to request a hearing within ten days voids the right of the homeowner to appeal (Section 3.21(a)). During the hearing, the homeowner can explain their case to the Board (Section 3.21(b)). The Board can choose to override the ARC by majority vote within the frameworks of Federal, State, and County laws and the Protective Covenants.

Glenlake Upstate Homeowners Association, Inc.

Architectural Review Committee Community Wide Standards

Architectural Review Committee Guidelines

The below Guidelines are as extracted from Articles VII & VIII (7 & 8) of the Protective Covenants, Conditions and Restrictions (CC&R) Titled "Architectural Review"

7.1 Purpose.

In order to maintain a high-quality residential development, to assure that all houses and other structures are of appropriate size, harmonious in design, properly located in relationship to neighboring structures and adapted to the terrain of each Lot, the Board retains *full architectural control as herein provided*. Accordingly, no building, fence, wall or other structure of any kind, or alterations or additions or change of exterior appearance thereto shall be commenced, erected or maintained upon the Property or any Lot until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing the Architectural Review Committee, as defined in the Glen Lake CC & Rs, Article 7, Section 7.2. A portion of Articles 7 & 8 have been sited below for convenience purposes only.

7.2 Architectural Review Committee

- b. The Architectural Review Committee may be established such that it is divided into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction.
- c. The Board may employ architects, engineers, or other persons as it deems necessary to enable the Architectural Review Committee to perform its review.
- d. The Architectural Review Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the committee for all matters delegated.
- e. Written design guidelines and procedures shall be promulgated for the exercise of this review; which guidelines may be provided to Owners for a reasonable fee.
- g. The President of the Board of Directors of the Association shall have the right, power, authority, and obligation to establish a successor Architectural Review Committee and prescribe rules and regulations pursuant to which such Committee shall server and act. Any such successor Architectural Review Committee shall be composed of at least three (3) but not more than seven (7) Owners. The term of each committee member shall be determined by the Board of Directors of the Association.

7.3 Review and Approval of Plans.

- a. No building, fence, wall or other structure of any kind, or alteration or addition or change of exterior appearance thereto, may be commenced, erected or maintained on any Lot, until two (2) sets of plans and specifications showing the nature, kind, shape, height, materials,

Glenlake Upstate Homeowners Association, Inc.

Architectural Review Committee Community Wide Standards

color and location of the same shall have been submitted to the Architectural Review Committee for written approval

1. as to conformity and harmony of external design and general quality with the standards of the Community and;
 2. as to the location of structures in relation to surrounding structures and topography and finished ground elevation. The Architectural Review Committee **reserves the right in its sole discretion to approve or disapprove all plans and specifications submitted.** In the event the Architectural Review Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, Owner shall, by certified mail to the Architectural Review Committee, state the date the plans were submitted originally, the date of the plans, the person preparing the plans and a request for approval. If Owner has not received a reply from the Architectural Review Committee within thirty (30) days of the date such notice was received, the approval by the Architectural Review Committee will not be required.
- b. As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-Interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction that is in violation of these restrictions. Any Board member or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section the Board may, as provided in this Declaration, record in the appropriate land records a notice of violation naming the violating Owner.
- c. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Committee including, but not being limited to:
1. a site plan showing the location of all proposed and existing structures on the Lot including building setbacks open space driveways walkways and parking spaces including the number thereof;
 2. a foundation plan;
 3. a floor plan;
 4. exterior elevations with cross-sections of all proposed structures and alterations to existing structures as such structures which will appear after all backfilling and landscaping are completed;
 5. specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of all proposed structures and alterations to existing structures; and
 6. plans for landscaping and grading.

Glenlake Upstate Homeowners Association, Inc.

Architectural Review Committee Community Wide Standards

- d. Upon approval by the Architectural Review Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Review Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or structure of any plans and specifications shall not be deemed a waiver of the Architectural Review Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or structure. Approval of any such plans and specifications relating to any Lot or structure, however, shall be final as to that Lot and structure and such approval may not be rescinded thereafter, provided that there has been strict adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.
- e. Neither Declarant, nor any No member of the Architectural Review Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Committee, nor any structural defects in any work done according to such plans and specifications or for the location of the house rough-staked on any Lot. Further, neither Declarant, nor any No member of the Architectural Review Committee, shall be liable in damages to anyone submitting plans or specifications for approval under this Article, or to any Owner affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the location of any such house. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Review Committee, to recover for damages, and such right, if any, to institute any action or suit, is waived.
- f. During construction, any employee or agent of the Architectural Review Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and structure thereon for the purpose of ascertaining compliance with the provisions of the Declaration; and neither the Architectural Review Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.
- g. See the section titled "Architectural Review Committee (ARC) Request Responsibility" in Appendix A below that discusses property owner's responsibility for post-project tasks.

7.4 Violations

If any structure shall be erected, placed, maintained or altered upon any Lot, other than in accordance with the plans and specifications approved by the Architectural Review Committee, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article. If, in the opinion of the the Board of Directors of the Association upon recommendation of the Architectural Review Committee, such violation shall have occurred, the Board of Directors shall provide written notice to the Owner by certified mail, setting forth the

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nature of the violation and the specific action required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the receipt of the aforesaid notice of violation, then the Board of Directors of the Association shall have the right to file a lien against such Owner's Lot, proceed at law or in equity for the recovery of damages, or for injunctive relief or both.

7.5 Process to change the ARC Guidelines and Procedures

Unless explicitly referenced in the Bylaws or the CCR, the processes and guidelines in this document are subject to change by a majority vote of the Board of Directors on advice of the Architectural Review Committee.

Changes to the Architectural Review Guidelines for the Town Homes need approval from the Town Home Committee before the Board of Directors can approve changes to this section.

Article VIII

Use Restrictions and Rules

8.1 General.

This Section sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended as provided in this Declaration. In addition, the Board may, from time to time, without consent of the members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a majority of the Total Association Vote.

8.2 Residential Use.

- a. All Lots shall be used for residential purposes exclusively. No business or business activity shall be carried on in or upon any Lot at any time, except with the written approval of the Board. The provisions of this Section shall not apply to the Common Area. Leasing of a Lot to an Occupant for use as a residence shall not be considered a business or business activity. Private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwelling.
- b. The Board, by prior written approval, may permit, but shall not be obligated to allow, a Lot to be used for business purposes so long as such business, in the sole discretion of the Board, does not otherwise violate the provisions of the Declaration or By—Laws, does not create a disturbance, and does not unduly increase traffic flow or parking congestion, and complies with all local government requirements for permits, zoning and other regulations. The Board may issue rules regarding permitted business activities.

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8.3 Subdivision of Lots

- a. No lot or contiguous group of lots may be subdivided or replatted in any manner which would bring about a greater number of Lots.
- b. No Lot shall be subdivided, reduced in size or its boundary lines changed without the prior written approval of the Architectural Review Committee. The Architectural Review Committee may, but shall not be obligated to, allow adjacent Lot Owners or purchasers to acquire an additional Lot or Lots, or a portion thereof, for the purpose of adding said Lot or Lots, or such portion, to the Lots already owned or being purchased by them when approved, in advance, in writing, by the Architectural Review committee. In such case, where less than a full Lot is involved, the portion of such additional Lot shall be merged with and become an integral part of the Lot which is already owned or is being purchased by the buyer of such Lot, and in such event, shall be subject to these restrictions as one Lot and the building line requirements provided herein shall apply to such Lots as re-subdivided or combined.

8.4 Building Size Requirements.

- a. No residence shall be permitted on any Lot with less than one thousand, two hundred (1,200) square feet of heated and air-conditioned living areas of the main structure, exclusive of open porches, garages, carports, screened porches, and all unfinished basement or other interior spaces, calculated from exterior dimensions. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one-single family residence not to exceed three and one-half (3—1/2) stories in height. The term "story" or "stories" shall include any garage, basement or similar area.
- b. *No "Out Building" or storage building may be larger than 10'x16'.*

8.5 Setbacks and Building Lines.

- a. In no event shall any dwelling be erected and located upon any such Lot closer to the front property line, closer to the rear property line and closer to the side property lines than those setback measurements shown on recorded plats of the Community filed by the Declarant, or the Architectural Review Committee. The area included within these setback lines is the buildable area. All enclosed areas of the residence must be contained within' the buildable area; provided, however, eaves, overhangs or gutters and foundations may extend beyond the buildable area If approved by the Architectural Review Committee.
- b. No building shall be erected or maintained so as to encroach upon any maintenance, utility or drainage easement.
- c. The Architectural Review Committee, in its sole discretion, may vary any or all of the front, rear, and/or side setback lines by lot more than twenty-five (25%) percent of the distance required herein and may vary the square footage by not more than ten (10%) percent of the square footage required herein provided Any variance by the Architectural Review Committee in excess of the twenty-five (25%) percent for the setback lines and ten (10%)

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percent for the square footage requirements must be approved by the Owners holding not less than a majority of the voting membership.

- d. In addition, those Lots which have a property line in common with any perimeter boundary of the Community shall be required to maintain a sufficient natural and/or landscaped buffer not less than ten (10') feet deep along the full length of the perimeter boundary property line.

8.6 Walls and Fences.

No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the said minimum front building setback line unless the same be retaining walls which do not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Review Committee pursuant to this Declaration. The exposed part of the retaining walls shall be made of such material as is approved in writing in advance by the Architectural Review Committee.

8.7 Terraces, Detached Garages and Eaves.

For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps shall be considered as a part of the structure. All detached structures shall be placed to the rear of the main dwelling unless approved otherwise in writing by the Architectural Review Committee.

See 8.5 Setbacks and Building Lines.

8.8 Fences.

- a. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Architectural Review Committee.
- b. Under no circumstances shall any fence be placed, erected, allowed, or maintained upon any Lot closer to the street than the rear one-third (1/3) of the residence located on the Lot.
- c. Privacy fencing shall not be constructed higher than six (6) feet in height.
- d. Fences are no longer limited to Arched up.

However, if a portion of arched up fence needs to be replaced, that portion needs to be Arched up. If the entire length of fence (sides, back, or front) is being replaced, that "side" does not need to be arched up. The interior of the fence must also be painted or stained accordingly any deviation must be approved by the ARC.

- e. The fence exterior must be painted with *Sherwin Williams Belvedere Tan* or matching color from another manufacturer
- f. The Board reserves the right to allow homes that boarder the HOA's perimeter to erect, only the portion of fence that occupies the perimeter side, to be taller than 6'.

§

The Declarant has erected fences higher than 6' along the property line in common with the perimeter boundary of the Community. Therefore, Homeowners with homes on the perimeter

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boundary of the Community may also erect fences higher than 6' along the perimeter boundary only.

The board approved that Fences are no longer limited to "Arched up". However, if a portion of fencing between fence posts, is has "arched up" pickets need to be replaced, that portion needs to be "Arched up". If the entire length of fence (sides, back, or front) is being replaced that "side" does not need to be arched up.

The Board of Directors shall have the right to erect fencing of any type considered appropriate or desirable by the Board at any location on the Common Area.

8.9 Storage Sheds and Garages.

Construction, installation or placement of a storage shed, tree house, play house, detached garage, or a building separate from the main house on the Lot is not permitted without the prior written consent of the Architectural Review Committee in its sole discretion. All plans (which must include the length width, height materials colors and location) must be submitted to the Architectural Review Committee for written approval prior to obtaining building permits or starting construction the structure must be constructed, installed, or placed in a location inconspicuous as much as possible from public view. No two-story structures of this nature are permitted on any Lot within the Community. All materials used in the construction of such buildings must match the main dwelling located on the Lot.

- a. *No "Out Building" or storage building may be larger than 10'x16'. A storage building 10'x12' is the largest allowed without the written approval of 4 surrounding neighbors.*
- b. Only one out building per residence is permitted unless approved by the ARC.
- c. Durable, weather-resistant polyethylene plastic have been approved as they are close in material composition, horizontal lap siding, and a neutral color. Lifetime and Rubbermaid have been proven to last long, low maintenance, and very durable.

8.10 Compliance with Zoning and Subdivision Regulations.

In no event shall any residence be erected and located upon any Lot in a manner which violates the requirements and provisions of the applicable city or county zoning ordinances and subdivision regulations in effect where the Community is located.

8.11 Obstructions to View at Intersection.

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence wall hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem. The lower branches of trees and other vegetation shall not be permitted to obstruct the view at intersections and it shall be the responsibility of the respective Lot Owner upon whose Lot such branches or vegetation exist to ensure that the view of traffic at intersections is unimpeded.

8.12 Completion of Construction.

All improvements commenced on any Lot in the Community shall be prosecuted diligently to completion and shall be completed within one (1) year from its commencement or-unless an

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exception is granted in writing by the Architectural Review Committee. If an improvement is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required one-year period, then after notice to the Owner of the Lot, the Association shall have the right to impose a fine of Five Hundred and no/hundredths (\$500.00) Dollars per day, or such other amount as the Association shall deem appropriate, on the Owner of the Lot until construction is resumed, or the improvement is completed, unless the Owner can prove to the satisfaction of the Architectural Review Committee that such abandonment is due to circumstances beyond the Owner's control. Such charges shall be considered a default assessment and lien as provided in hereinabove.

Landscaping shall be completed within ninety (90) days after the completion of an Improvement on the Lot or a fine of Ten and no/hundredths (\$10.00) Dollars per day, or such other amount as the Association may deem appropriate, shall be levied against the Lot Owner. The Association may also take appropriate court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

8.13 Aesthetics, Nature Growth.

- a. Trees which have a diameter in excess of four (4) inches measured two (2) feet above the ground and distinctive flora shall not be intentionally destroyed or removed except with the prior written approval of the Architectural Review Committee. Prior to clearing any Lot for the construction of a house and/or other structure, the Owner and/or builder must first rough-stake the house and intended location of driveway(s) on the Lot and obtain the prior written approval of the Architectural Review Committee as to the location of the house and/or structures that they are in compliance with the plans and specifications submitted to the Architectural Review Committee as described herein. Once written approval is received from the Architectural Review Committee as to the location of the rough-staking, all vegetation within ten (10) feet of the approved location of the construction may be removed with consideration for the remaining vegetation. In the event the Architectural Review Committee fails to approve or disapprove the location of the rough-staked structures within thirty (30) business days from the date it received notice in writing that said structure has been rough-staked, approval shall be deemed given by the Architectural Review Committee.
- b. *Concerning Pyrus-calleryana trees, also known as Bradford Pear or Callery Pear*
 1. *Requests for planting the Pyrus-calleryana will be automatically denied.*
 2. *Request to remove the Pyrus-calleryana from existing landscaping will be approved without hesitation.*
 3. *This rule shall not be used to force homeowners to remove existing Pyrus-calleryana from their landscaping at any time, except when local, State or Federal laws and regulations are passed to do so.*
- c. *After removal of any tree, the stump must be ground out with a stump grinder or completely removed by digging it out or pulling it out. Any debris must be cleaned up, any holes filled with soil, and then planted with sod or seed.*

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8.14 Delivery Receptacles,

Property Identification Markers and all other Streetscapes.

All mailboxes, property identification markers, entrance gates, fences, lights and all other streetscapes must conform to the design standards established by and on file with the Architectural Review Committee. See Figure 31: Wooden Mailbox style and Figure 42: Metal Mailbox *(Specific sections of Glen Lake have either metal mailbox stands or wooden stands.)*

8.15 Signs.

- a. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs. "For Sale" and "For Rent" signs and security signs consistent with the Community-Wide Standard and any signs required by legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.
- b. The current Community Standard for security signs is smaller than 6"x6" and these signs can be reflective. The current Community Standard for "For Sale" or "For Rent" signs is smaller than 4' in any dimension. Signs for "For Sale" or "For Rent" and security sign adhering to the respective guidelines will be automatically approved. Signs of overtly political nature will not be allowed except in periods of 90 days before elections¹

8.16 Vehicles and Parking.

The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles.

- a. All Residences within the subdivision shall contain a garage. Carports shall not be permitted. Garage doors shall be kept closed at all times except during times of ingress and egress from the garage.
- b. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area or as approved by the Board. Unlicensed, unregistered or inoperable vehicles shall not be stored upon any portion of a Lot unless the same are fully enclosed in a garage or in another area specifically designated by the Board. Visiting guests only may use paved streets for temporary parking of their vehicles. All Owners must park their vehicles in designated parking areas or the garages on their Lot.
- c. The parking of commercial vehicles within the subdivision will only be allowed with the approval of the Board.

¹ In case of violations, the violating political signs cannot be removed by anyone but the homeowner *per* SC Title 7 Chapter 25, 210 ("Vandalizing or removing political campaign sign"). Fines can still be levied.

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- d. Upon request of the Board such vehicles Identified in 8.16(b) and 8.16(c) above must be removed by the Owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within ten (10) days of notice and the costs of such removal shall be an assessment against such Owner.
- e. Trucks with mounted campers which are an Owners or Occupants primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.
- f. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles and vehicles authorized by the Board.

8.17 Leasing.

Lots may be leased for residential purposes. All leases shall have a minimum term of at least six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

See also 8.2

8.18 Occupants Bound.

All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions, or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid in a reasonable period of time, the fine may then be levied against the Owner, but shall, if not paid remain the responsibility of the Owner.

8.19 Clothes Lines and Garbage Containers.

No clothes lines, exposed garbage containers (except for local governmental required containers) equipment and other unsightly objects are to be erected or used on any Lot except when they are screened to conceal such items from the streets and adjoining properties and general view. All residential utility service lines to residences shall be underground. All fuel tanks must be buried.

8.20 Garbage and Refuse Disposal.

- a. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on the Lots, except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. If such litter or other material is found on any Lot, the same shall be removed by the Owner of

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such Lot, at the Lot Owner's expense, upon written request of the Architectural Review Committee. No such items shall be burned in any fashion within the boundaries of said Lot.

- b. All garbage cans, woodpiles, hot tubs, spas, and related equipment, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. **Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community.. (See also 8.32 below)**
- c. **Proper Methods of Screening garbage/trash cans from view.** At a minimum the screen will use an existing exterior wall to place an "L" shaped screen to conceal the garbage can. The screen should be sized to contain no more than two trash cans.

Examples:

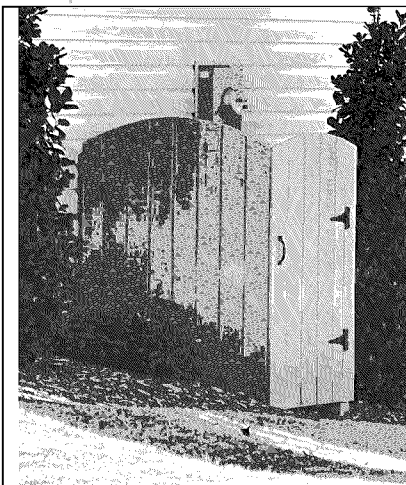


Figure 1: This one has two sides, a single panel facing the street and a gate on the side

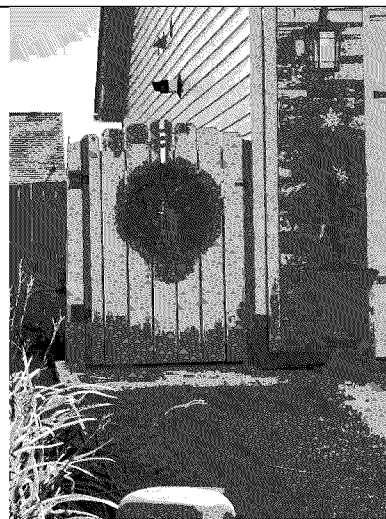


Figure 2: This one has two sides, a gate facing the street and a single panel on the side.

- d. **No Burning - Pay attention to 8.20(b) where it says "Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community."**

8.21 Animals and Pets

- a. No animals shall be kept, maintained or quartered on any Lot except that domesticated cats, small dogs, and caged birds may be kept as pets for the pleasure of the occupants. A maximum of two (2) pets shall be allowed per Lot. Seeing eye dogs are allowed, and small caged animals which are not normally taken outside (such as fish, gerbils, etc.) may be kept in reasonable numbers. In the townhome neighborhoods of Glenlake, no pet shall exceed the weight limitation of fifty (50) pounds; however, seeing eye dogs are exempt from this weight restriction. The Architectural Committee is authorized (but not required) to issue reasonable rules for the protection of all Owners in this subdivision relating to the number and size of pets which may be kept on any numbered Lot. No animals shall be permitted to go beyond the perimeter of any Residence unless the animal is on a leash and under control

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of its Owner or the Owner's agent. Pet owners shall be required to remove any animal waste from Lots, Common Areas and Exclusive Common Areas, streets, etc., immediately.

- b. The Architectural Committee is authorized (but not required) to issue reasonable rules for the protection of all Owners in this subdivision relating to the number and size of pets which may be kept on any numbered Lot. The current number and size restriction conform to the Covenants Section 8.21 (maximum 2 pets; no restriction on weight except in the Town Home neighborhood where the weight is limited to 50 pounds). Service animals cannot be restricted due to clauses in the Federal Housing Act²

8.22 Nuisance.

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes shall be located, installed, or maintained upon the exterior of any Lot unless required by law.

8.23 Unsightly or Unkempt Conditions.

The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

² Service animals are excluded from the number of animals per lot. The Association can require a homeowner to provide proof that he/she requires a service, companion, or therapy animal. This proof generally consists of a letter from a licensed medical doctor confirming the type of animal, or a specific animal, needed to accommodate a homeowner's disability. In some cases, as when a homeowner is visibly blind or in a wheelchair, the board may not need to request proof of a disability (and it could seem inappropriate to do so). If a homeowner is unwilling or unable to provide proof of his/her need for a reasonable accommodation, then the association could prohibit the dog unless and until proper evidence of a need for a reasonable accommodation is received. However, the board and management have no right to know what the homeowner's specific disability is, as medical records are generally private

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8.24 Antennas.

No radio or television transmission or reception towers or antennae shall be erected on any Lot unless cable television is not available to any Lot, in which event customary antennae which do not exceed ten (10) feet in height above the roof ridge of any house will be permitted. In no event shall free standing transmission or reception towers or antennae, nor shall any satellite dishes be permitted, except small satellite dishes no larger than eighteen (18") inches in diameter. Any such satellite dishes must be installed behind the main residential dwelling located on any such Lot, hidden from view from the street on which such Lot fronts or such other location as may be approved in writing by the Architectural Review Board. The Architectural Review Board shall also have the right to establish rules and guidelines for the color, size, location, quantity, installation and other issues regarding satellite dishes on any Lot.

8.25 Drainage.

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may alter, obstruct, or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

8.26 Guns.

The use of firearms in the Community is prohibited. The term "firearms" includes rifles, shotguns, pistols, "BB" guns, pellet guns, and firearms (small or large) of all types.

8.27 Utility Lines.

No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction.

8.28 Air-Conditioning Units.

No window air conditioning units may be installed.

8.29 Lighting.

Except as may be permitted by the Architectural Review Committee, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) one (1) decorative post light, (c) street lights in conformity with an established street lighting program for the Community; (d) seasonal decorative lights; or (e) front house illumination of model homes.

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8.30 Artificial Vegetation, Exterior Sculpture, and Similar Items.

No artificial vegetation shall be permitted on the exterior of any property. Exterior sculpture, fountains, flags, and similar items must be approved by the Architectural Review Committee.

- a. Flags and similar items must be approved by the Architectural Review Committee. The current guideline is that free-standing flag poles over three foot in height will not be allowed. Flags may be mounted to the side of the residence after approval by the ARC. There are no restrictions on garden flags with supports less than three foot in height.
- b. Flags that gain automatic approval after request are the current United States flag³, and flags representing sports teams or educational facilities. In case the current flag of the United States is flown, the homeowner is responsible for adherence to the United States Flag Code (4 U.S.C. § 1 et seq). Overtly political flags will not be allowed except in periods 90 days before elections.
- c. **Rules Concerning Flag Poles:**

1. Only the flag for the United States of America and the South Carolina State flag can be flown. No school, sport teams, political, or foreign country flags can be flown from the flag pole.
2. Only a 20' pole is to be utilized
3. The pole must look professionally installed according to the manufacturer's specifications and the base landscaped to hide the pole supporting structure
4. The halyards are to be "silenced" by using "Snap Covers" or other hardware.

Note: These covers usually wear out every 2-3 years and need to be replaced prior to becoming a nuisance.

The pole must be rated to withstand at least 50 mph. (Most reputable manufacturers rate their poles at 85 mph.)

5. The flag size for a pole can only be 3' x 5' when displayed on any flagpole.

Note: Most flag companies will set this limit due to limitations of the poles themselves. (Obviously, you should follow the manufacturer's recommendation)

6. If flying the US Flag and the South Carolina State flag simultaneously, the flagpole manufacture's specifications must indicate the pole can withstand the necessary forces to handle the two flags.
7. The flagpole manufacture's weblink to the pole's specifications must be submitted as part of the request to the ARC.

d. Flagpole illumination

"The U.S. Flag Code states 'The flag may be displayed 24 hours a day if properly illuminated during the hours of darkness.'

1. What does the term 'properly illuminated' mean? Upon further research, it is noted that the term 'properly illuminated' has not been explained/defined in The Flag Code. The Congressional Research Service in a publication titled The United States Flag: Federal Law Relating to Display and Associated Questions dated February 7, 2011 has explained that '... the dignity accorded to the flag is preserved by lighting that prevents its being enveloped in darkness.'
2. (Emphasis added) Note that this explanation does not require a light to be directly shining on the flag.

³ Federal Regulation 4 USC 5 ("Freedom to Display the American Flag Act of 2005") forbids the adoption or enforcement of any rule that restricts the display of the current flag of the United States on private property, however the manner of display (flag pole vs home mount, flag size) can be restricted by the Association.

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3. The American Legion does not call for a light shining directly on the flag.”

In further understanding the concepts of ‘proper illumination’ and ‘preventing being enveloped in darkness’, it is relevant to note an explanation by the American Legion. This organization states that ‘Proper illumination is... having a light source sufficient to illuminate the flag so it is recognizable as such by the casual observer.’

Source: <https://flagsinternational.com/is-lighting-u-s-flag-required/amp/>

4. Additional illumination must be directed towards the flag, directed upwards towards the flag, and not towards any neighboring homes

e. Sample of sources for flag poles and accessories:

1. Snap Covers - <https://libertyflags.com/blogs/default-blog/silence-your-flagpole> or https://www.amazon.com/US-Flag-Store-350137-Covers-3-5/dp/B00728ZQJ8/ref=pd_lpo_3?pd_rd_i=B00728ZQJ8&psc=1
2. Windspeed rating map - <https://libertyflags.com/pages/windspeed-map>
3. 20 ft. X 4 in. Fiberglass One-Piece Flagpole - <https://www.flaghouseonline.com/20-ft-x-4-in-fiberglass-one-piece-flagpole-for-home-or-business-residential-quality-744950/>
4. 20' Residential Flagpole - Internal Halyard - <https://libertyflags.com/collections/all-residential-flagpoles/products/landmark-residential-flagpole-internal-halyard?variant=16125080895537>
5. 20' Residential flagpole -External Halyard -to withstand 109 MPH winds <https://www.theflagpolecompany.com/20ft-one-piece-residential-flagpole-kit.html>
6. 20' Residential flagpole -External Halyard -to withstand 50 MPH wind - <https://www.united-states-flag.com/commercial-grade-sectional-20ft-flagpole-satin-finish.html>
7. 20' Residential flagpole -External Halyard -to withstand 100+ MPH winds - <https://libertyflags.com/collections/all-flagpoles-and-flagpole-parts/products/pioneer-residential-flagpole-external-halyard?variant=16124897493041>

8.31 Energy Conservation Equipment.

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Review Committee.

8.32 Swimming Pools and Hot Tubs.

No swimming pool shall be constructed, erected, or maintained upon any Lot, without the prior written approval of the Architectural Review Committee. Hot tubs and portable spas shall not be permitted without the prior written consent of the Architectural Review Committee and then

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only if enclosed by an approved fence. South Carolina Law states *pools and hot tubs must be contained behind an HOA approved fence*⁴. (Also see 8.20 (b))

8.33 Gardens, Play Equipment, Outdoor Equipment.

a. No vegetable gardens, hammocks, statuary, swing sets or similar play equipment, boats or boating equipment, or swimming pools shall be erected on any Lot without the prior written consent of the Architectural Review Committee; and, if approved by the Architectural Review Committee, any such items must be located between the rear of the dwelling located on the Lot and the rear lot line. Without limiting the foregoing, one basketball goal may be erected over the concrete slab used as a driveway or parking area for the dwelling located on a Lot, provided that the goal is supported by a black pole, permanently mounted, and the Architectural Review Committee has approved the location, height and type of goal and pole.

b. Basketball goals and similar play equipment

1. Article 1. Permanent basketball goals

One permanent basketball goal may be erected over the concrete slab used as a driveway or parking area for the dwelling located on a Lot, provided that the goal is supported by a black pole, permanently mounted, and the Architectural Review Committee has approved the location, height and type of goal and pole.

2. Article 2. Modular basketball goals

- 1) Modular basketball goals are goals having a base with a capacity of at least 30 gallons filled with sand or water and a backboard that is clear and at least 48 inches wide. The base must be fully filled when the modular hoop is in use. Sand is strongly encouraged as base filler as it provides better stability than water. The placing of heavy materials on top of the base, e.g. sandbags, to improve stability is unsightly and will not be allowed.
- 2) Modular basketball goals are considered play equipment under Article 8.33 of the Declaration and not intended to be permanent or semi-permanent.
- 3) Modular goals must be used in the owner's backyard or owner's property and placed so that play does not extend onto neighbors' properties, or create an obstacle to common areas sidewalks, or street.
- 4) Modular basketball goals may be used on driveways. However, modular basketball goals must be removed from front lot area and returned to the back lot area out of sight of the street if not in use. The presence of a sloping driveway does not waive or limit this restriction.
- 5) Modular basketball goals, like any other exterior change, are subject to advance written approval of the architectural review board

3. Article 3. Use rules

- 1) Basketball goals that are visible from the street or from the neighbor's yards must be mechanically sound, clean, and well maintained. The net must always be intact.

⁴ <https://doi.sc.gov/961/Pools-and-Insurance-What-You-Should-Know>,
<https://www.spartanburgcounty.org/DocumentCenter/View/14295/Swimming-Pool-Barrier-Requirements>

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Owners may not permit visible Basketball goals to become an unsafe or unsightly nuisance. The HOA Board, in its sole judgment, may require the removal of such basketball goal, including the use of self-help.

- 2) For safety reasons, basketball goals must be placed to avoid balls striking vehicles, fragile plants or other items on adjacent properties. The homeowner will be held liable for any damages caused during the use, operation, installation or re-location of the basketball goal.
- 3) The use of the basketball goal must comply with all Spartanburg County and Glen Lake Subdivision sound/noise ordinances. Basketball goals should not be used after dark or between the hours of 8:00pm and 9:00am.

c. Article 4. Firepits

Contact Boiling Springs Fire Department, (864) 578-6200, 186 Rainbow Lake Rd, Boiling Springs, SC 29316 to answer any questions about fire pits, the placement, and use restrictions.

Here are some answers to frequently asked questions:

- 1) Residential fire pits are legal as long as you follow your county's laws and regulations. Local authorities put these rules in place to ensure the safety of your home, family, neighbors, and community. If you don't comply with local fire pit safety rules, you can receive fines and penalties.
- 2) Campfires and fires used solely for recreational purposes, ceremonial occasions, or human warmth. Fires set for the purpose of human warmth must use only clean wood products (woody vegetation, leaves, or wood which is not coated with stain, paint, glue or other coating material, and not treated lumber).
- 3) You must know the regulations in your area. Because regulations can vary from place to place, it's impossible to give an accurate list of all regulations for your area.
- 4) Regulations can also vary based on the season and weather conditions. Some areas ban fires during periods of drought or high winds, and some areas ban them during the dry months of the year. Some areas require a fire permit for an open fire, while others only require a permit for large open fires.
- 5) The easiest way to know the regulations in your area is to perform a Google search. You can also call your local fire department or other officials.
- 6) How Far Should a Fire Pit Be from Your House?
 - (a) Place your fire pit at a safe distance (10-25 feet) from any flammable structures or surfaces. This includes your house, trees, shed, vehicle, neighbors' property, and wood deck, among other things.
 - (b) Keep your fire pit away from overhanging branches. A 21-foot clearance is standard for most municipalities.
 - (c) Don't put your fire pit too close to your property line. The minimum distance between the fire and property line varies from county to county, so be sure to check your local guidelines.

8.34 Exteriors.

Any change to the exterior color or any improvement located on a Lot, including, without limitation, the dwelling, must be approved by the Architectural Review Committee.

- a. Patio cover construction:

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1. Spartanburg county requires a building permit
2. Submission of all required documents as per Article 7.3 Review and Approval of Plans of this document.
3. Construction should be of the same material as existing house (gable end with shingled roof and vinyl ceiling.
4. Alternate materials maybe considered. Similar screened in porches have been built using a minimum of 12-gauge extruded aluminum and have some type of insulation in the roof structure to eliminate excessive noise contamination. An example comes from a local contractor Surface Bella, <https://www.surfacebella.com/porches-decks?lightbox=datatem-kytbp94w2>, who install the Moderno Patio Roofing structure. <https://www.renaissancepatio.com/products/patio-roofing/moderno-patio-roofing/> The Moderno roof is described as follows: The overall panel thickness can be either 3", 4", or 6" and the aluminum skin can be either .024 or .032. The density of the foam can also be either 1lb or 2lb.

b. Pergola construction:

1. A pergola is an outdoor structure consisting of columns that support a roofing grid of beams and rafters. This roofing grid may be left open or covered with a sun screen fabric so as to create an area sheltered from excessive sun. Pergolas may be freestanding or attached to a house. If it is attached to the house you must file for a building permit by county code and have it on display during construction. All supporting posts must be anchored to a footing as specified by county code.

8.35 Exterior Security Devices.

No exterior security devices, including, without limitation, window bars, shall be permitted on any residence or Lot. Signs less than six inches (6") by six inches (6") placed on the Lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

8.36 Entry Features.

Owners shall not alter, remove, or add improvements to any entry features or any part of any easement area associated therewith without the prior written consent of the Architectural Review Committee.

8.37 Streams and Wetlands.

- a. Owners shall have no riparian rights with respect to the waters in any stream, pond, pool or wetlands (herein "waterways") within the Community and shall not be permitted to withdraw water from any waterways that may exist in the Community or from any waterway which is made available for the use by the Owners and Occupants within the Community without having first obtained the prior written consent of the Board or its designee.
- b. Notwithstanding anything contained in this Declaration to the contrary, no vegetable gardens, hammocks, statuary, swing sets or similar play equipment, **basketball goals or**

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similar athletic equipment, boats or boating equipment, pools, fences, clothes drying equipment, dog houses, dog runs or other pet enclosures, signs, retaining walls or any other structure or thing which, in the sole discretion of the Board or its designee, tends to detract from the appearance of the Community, and especially the streams and wetlands, shall be permitted on any Lot which abuts or is appurtenant to any stream or wetland within the Community or any stream made available for the use of all Owners and Occupants within the Community, without the prior written consent of the Architecture Review Committee or its designee.

8.38 Party Walls. (Supplementary Declaration)

- a. Each wall which is built as a part of the original construction of the Residence upon the property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- b. Subject to the terms and provisions of Article IX (Insurance and Casualty Losses), the cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- c. Subject to the terms and provisions of Article IX (Insurance and Casualty Losses), if a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- d. Subject to the terms and provisions of Article IX (Insurance and Casualty Losses) notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- e. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- f. Every Owner shall have an easement and right of entry upon the Lot of any other Owner to the extent reasonably necessary to perform repair, maintenance, or reconstruction of a party wall. Such repair maintenance or reconstruction shall be done expeditiously and, upon completion of the work the Owner shall restore the adjoining Lot or Lots to as near the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.
- g. If any Owner desires to sell his Lot, he may, in order to assure a prospective purchaser that no adjoining Owner has a right of contribution as provided in this Article, request of the adjoining Owner or Owners a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining Owner to make such certification immediately upon request and without charge. If the adjoining Owner claims the right of contribution, the certification shall contain a recital of the amount claimed and the basis therefor.
- h. IN THE EVENT OF ANY DISPUTE ARISING CONCERNING A PARTY WALL, UNDER ANY PROVISION OF THIS ARTICLE, SUCH DISPUTE SHALL BE SETTLED BY ARBITRATION AS PROVIDED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA AS THEY ARE NOW OR

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HEREAFTER AMENDED (SECTION 15—48-10 et.seq. CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED).

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Appendix A: Community Wide Standards (Standards of the Community)

A. Architectural Review Committee (ARC) Request Responsibility.

Property owners are responsible for all damage, cleanup, and or replacement of items in surrounding areas within 15 days after completion of their projects. Example: If a patio is installed at the rear of a residence, all tracks/paths made by workers or equipment will be restored to pre-project condition or better by filling in the path and sod installed to replace damaged grass. Also, flower beds, trees, or other landscaping will be replaced or restored to pre-project condition. Any debris left in the street or sidewalks will be picked up and power washed.

B. Fences are required around pools.

2018 International Swimming Pool and Spa Code (ISPSA) section 305 Barrier Requirements, paragraphs 1 and 2 titled General Outdoor swimming pools and spas state a barrier or fence is required. Even though the code specifies a minimum height, the Glen Lake CC&Rs has a requirement for height, design, and color that has precedence.

- <https://codes.iccsafe.org/content/ISPSA2018P4/chapter-3-general-compliance>
- <https://www.goupstate.com/> has links to more statewide requirements.

C. Restrictions for Townhomes Bordering the Common Area Around the Lake

The following are standards/restrictions for property modification requests subject to ARC review for townhomes bordering the common area around the lake:

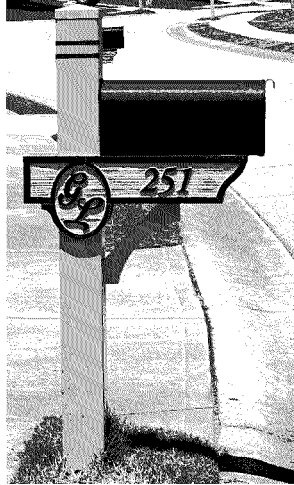
1. These standards/restrictions apply to all townhomes on Stewarts Landing and Pierview Way.
2. The standards/restrictions apply to modifications in the rear and sides of these townhomes.
3. Outbuildings and fencing (other than the existing, original privacy fencing) are prohibited.
4. Additions, extensions and landscaping connected to the original structure (including original patios) may not extend beyond 8 feet or the length/depth of the existing privacy fencing (on either side), whichever is less. These structures, extensions and landscaping may not be built, extend or rise above ground level.

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Appendix B: Mailboxes

A. There are 2 community standard mailbox styles

Figure 3: Wooden Mailbox style



Phases 2A and 2C must have a tan wooden or plastic mail box support and black metal mail box as installed by the Declarant. As the company that makes these is no longer in business homeowners can fix themselves or purchase the black aluminum posts from Phases 1, 3A, 3B, 3C, 4A,4B, 4C & 5.

Figure 4: Metal Mailbox style



All lots in the Phases 1, 3A, 3B, 3C, 4A, 4B, 4C and 5 must have a black metal mail box support and mail box as installed by the Declarant

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B. Where to buy Metal Mailbox parts

Texas Metal Industries <https://txmetal.com/products/>

<p>Metal Mailbox Post Covers 90-992-4 https://txmetal.com/products/?s=90-992-4&bc-sort=featured&bigcommerce_category=0</p>	
<p>Townhome & Patio Home Address box Plate 727-1340-NP https://txmetal.com/products/?s=727-1340-NP&bc-sort=featured&bigcommerce_category=0</p>	
<p>Aluminum address Plaque 80-640NT https://txmetal.com/products/?s=80-640NT&bc-sort=featured&bigcommerce_category=0</p>	
<p>Ball Cap 90-A3B https://txmetal.com/products/?s=90-A3B&bc-sort=featured&bigcommerce_category=0</p>	
<p></p>	<p></p>

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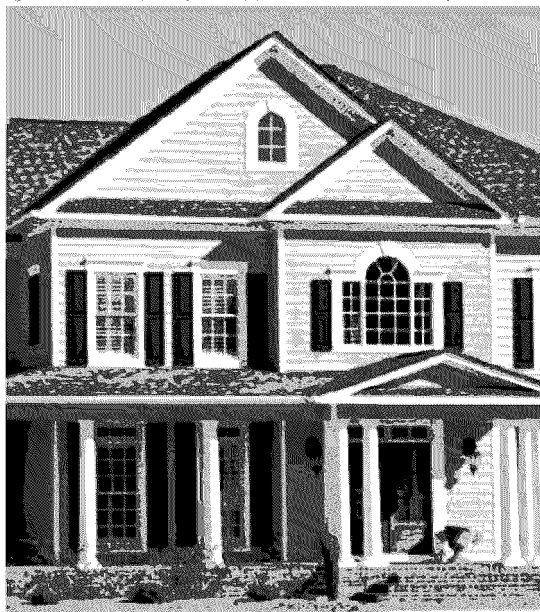
Appendix C: Exterior Paint colors. All choices are subject to ARC approval.

- A. Basically, home colors are in the Earth tones family
And colors that compliment Earth tones. Colors like rust, deep navy, burnt sienna brown, terracotta, sage, & turmeric. Complimentary or Coordinating colors are confined to Front Doors.

- B. Listing of approved colors
Colors are found at Sherwin Williams as their "Homeowner Associations & Residential Repaint" collection for Glen Lake. <https://www.sherwin-williams.com/SearchDisplay?storeId=10151&catalogId=11051&langId=-1&sType=SimpleSearch&resultCatEntryType=2&showResultsPage=true&searchSource=Q&beginIndex=0&pageSize=15&pageView=list&searchType=1000&searchTerm=Homeowner%20Associations%20%26%20Residential%20Repaint>

- C. Sherwin-Williams provided the paint for most of Glen Lake Homes.
The selections came from two of their color groups: Desert Sands and California Breeze as indicated in their color document: http://images.sherwin-williams.com/content_images/sw-pdf-colorcomp-resrepaint14.pdf

Figure 5: Example of an approved Paint colors from Sherwin Williams



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Appendix D: Possible Contractor Lists

A. Concrete

1. Integrity Concrete, Jeremy Urban 864-429-4405
2. Joshua Thompson 864-508-9354
3. CP Builders 864-357-0340

B. Painter

1. Kitchen Cabinet Refinishing: Greenville Wood Renewal - Ask for Tom referred by Chase, 864-558-1000, www.nhance.com/greenvillewood/

C. Patios, Porches, Decks

1. Surface Bella, <https://www.surfacebella.com/porches-decks?lightbox=datatem-kytbp94w2>, who install the Moderno Patio Roofing structure.
<https://www.renaissancepatio.com/products/patio-roofing/moderno-patio-roofing/>

DISCLAIMER!!!

Contractor Names have been added by residents and are in no way specifically recommended by the HOA or ARC. The ARC and HOA recommend getting at least 3 quotes from 3 different vendors.

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Appendix E: Reference Links

- A. Spartanburg county residential building codes-
<https://www.spartanburgcounty.org/723/Residential-ConstructionPermitting>
- B. Contractor license lookup
 1. <https://llr.sc.gov/clb/>
 2. <https://verify.llronline.com/LicLookup/BurgFire/BurgFire.aspx?div=20>
- C. SC Golf Cart law:
 1. <https://scdps.sc.gov/ohsjp/DrivinginSC/golf-cart-law>
 2. <https://www.charlestonlaw.net/golf-cart-laws-in-south-carolina/>
- D. ARC Request Form: -
<https://www.scglenlake.com/file/document/394700317/IRvX4AgOSv4aZW4T.pdf>
- E. Upload ARC Requests and documents: -<https://www.scglenlake.com/p/ARC-Request-Upload>
- F. Vehicles and Parking in the street. <https://law.iustia.com/codes/south-carolina/title-56/chapter-5/section-56-5-2530/>
- G. Flag Pole Items:
 1. Snap Covers - <https://libertyflags.com/blogs/default-blog/silence-your-flagpole-or>
https://www.amazon.com/US-Flag-Store-350137-Covers-3-5/dp/B00728ZQJ8/ref=pd_lpo_3?pd_rd_i=B00728ZQJ8&psc=1
 2. Windspeed rating map - <https://libertyflags.com/pages/windspeed-map>
 3. 20 ft. X 4 in. Fiberglass One-Piece Flagpole - <https://www.flaghouseonline.com/20-ft-x-4-in-fiberglass-one-piece-flagpole-for-home-or-business-residential-quality-744950/>
 4. 20' Residential Flagpole - Internal Halyard - <https://libertyflags.com/collections/all-residential-flagpoles/products/landmark-residential-flagpole-internal-halyard?variant=16125080895537>
 5. 20' Residential flagpole -External Halyard -to withstand 109 MPH winds
<https://www.theflagpolecompany.com/20ft-one-piece-residential-flagpole-kit.html>
 6. 20' Residential flagpole -External Halyard -to withstand 50 MPH wind - <https://www.united-states-flag.com/commercial-grade-sectional-20ft-flagpole-satin-finish.html>
 7. 20' Residential flagpole -External Halyard -to withstand 100+ MPH winds -
<https://libertyflags.com/collections/all-flagpoles-and-flagpole-parts/products/pioneer-residential-flagpole-external-halyard?variant=16124897493041>
- H. Firepits: Contact Boiling Springs Fire Department, (864) 578-6200, 186 Rainbow Lake Rd, Boiling Springs, SC 29316 to answer any questions about fire pits, the placement, and use restrictions.
- I. Patio Roofing Moderno Patio Roofing structure.
<https://www.renaissancepatio.com/products/patio-roofing/moderno-patio-roofing/>

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Appendix F: Board ARC Related Resolutions

A. BOARD RESOLUTION 2024-002 Pyrus-calleryana (also known as Bradford Pear or Callery Pear)

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 S. C. Code Reg § 27-135 authorizes Clemson University to publish and maintain the list of plant pests; and the list of plant pests is published and maintained at https://www.clemson.edu/public/regulatory/plant-industry/plant-pest-regulations/state-plant-pest-information/pests_list.html; and Pyrus-calleryana (also known as Bradford Pear or Callery Pear) will be added to this list for enforcement on October 1st 2024;

WHEREAS Article 7.2(e) of the Declaration authorizes the Board and Architectural Review Committee to promulgate written design standards to determine the Community-Wide Standard; and the Board would like to update the Community-Wide Standard to reflect the addition of Pyrus-calleryana to the Plant pest list,

THE COMMUNITY-WIDE STANDARD WILL BE UPDATED AS FOLLOWS:

Article 1. Architectural Review Committee requests to add Pyrus-calleryana to existing landscaping will be automatically denied as of the date of signing of this Resolution.

Article 2. Architectural Review Committee requests to remove Pyrus-calleryana from existing landscaping will be approved as of the date of signing of this Resolution.

Article 3. After removal of any tree, the stump must be ground out with a stump grinder or completely removed by digging it out or pulling it out. Any debris must be cleaned up, any holes filled with soil, and then planted with sod or seed.

Article 4. Nothing in this Resolution shall be used to force homeowners to remove existing Pyrus-calleryana from their landscaping at any time, except when local, State or Federal laws and regulations are passed to do so.

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

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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 per Article 8.1 of the Declaration.

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 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 10th of the year after passing this Resolution.

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B. BOARD RESOLUTION 2024-003 Rules, Definitions, and Interpretations Regarding the Community-Wide Standards.

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 on March 31, 2005, the Declarant recorded that certain Declaration of Protective Covenants for Glenlake Subdivision in the Office of the Register of Deeds for Spartanburg County, South Carolina ("the Register"), in Deed Book 82-R at Page 862, whereby certain property belonging to the Declarant was submitted to the terms and conditions of said Declaration of Protective Covenants for Glenlake Subdivision (the "Original Declaration"); and

WHEREAS the Original Declaration was supplemented by various Supplemental Declarations to add phase 3A recorded on March 31, 2005 in Deed Book 82-R at Page 926, to add phase 4A recorded on August 24, 2005 in Deed Book 86-N at Page 898, to add phase 2A recorded on September 22, 2005 in Deed Book 83-Z at Page 622, to add phase 3B recorded on September 22, 2005 in Deed Book 83-Z at Page 625, to add phase 5 recorded on November 17, 2005 in Deed Book 84-L at Page 25, to add phase 5A recorded on September 20, 2012 in Deed Book 101-S at Page 996, to add phase 2C recorded on November 15, 2012 in Deed Book 102-A at Page 845, to add phase 4B recorded on January 8, 2013 in Deed Book 102-K at Page 828, to add phase 4C recorded on July 11, 2014 in Deed Book 106-N at Page 476, to add phase 3C recorded on February 27, 2015 in Deed Book 108-H at Page 442, to add phase 5B recorded on April 2, 2015 in Deed Book 108-Q at Page 918; and the Original Declaration was amended by a First Amendment recorded on June 22, 2005 at Deed Book 83-H, Page 27, a Second Amendment recorded on January 18, 2006 at Deed Book 84-W, Page 644, a Corrected Second Amendment recorded February 6, 2006 at Deed Book 85-A, Page 314, a Third Amendment recorded September 14, 2012 in Deed Book 101-P, Page 928 and a Fourth Amendment recorded November 15, 2012 at Deed Book 102-A, Page 842; and the Original Declaration and all amendments and supplements thereto shall be collectively referred to herein as the "Declaration";

WHEREAS Article 7.2(e) of the Declaration authorizes the Board and Architectural Review Committee to promulgate written design standards to determine the Community-Wide Standards; and

WHEREAS the Glen Lake Architectural Committee Request Form was filed with the Spartanburg County Register of Deeds (the "Register") on January 10, 2019 in Deed book 122-K, page 900; and

WHEREAS Board Resolution 2022-003, amending the Community-Wide Standard regarding flag poles was passed on June 6, 2022 and filed with the Register on December 20, 2022 in Deed book 140-E, page 1; and Board Resolution 2022-004, amending the Community-Wide Standard regarding basketball goals was passed on June 6, 2022 and filed with the Register on December 20, 2022 in Deed book 140-E, page 1; and Board Resolution 2022-001, amending the Community-Wide Standard regarding fire pits in its Article 5 was passed on July 5, 2022 and filed with the Register on December 20, 2022 in Deed book 140-E, page 1; and Board Resolution 2024-002, amending the Community-Wide Standard regarding planting

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and removing Pyrus-calleryana, also known as the Callery pear or Bradford pear, was passed on April 3, 2024;and

WHEREAS the Board believes that the Association needs to publish and clarify its existing and commonly applied Community-Wide Standard and wishes to ratify these to comply with the SC HOA Act;

RULES, DEFINITIONS, AND INTERPRETATIONS REGARDING THE COMMUNITY-WIDE STANDARD WILL BE PROMULGATED AS FOLLOWS:

The document attached hereafter will be known as the Community-Wide Standard for the purposes of the Architectural Review Community, and all other purposes connected to the Community-Wide Standard in the Declaration and its Amendments.

Severability

If any part, term or provision of this Resolution or its accompanying Community-Wide Standard document 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 or its accompanying Community-Wide Standard document 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 per Article 8.1 of the Declaration.

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.

Throughout this Resolution and the Declaration, terms such as Community-Wide Standard, Community Wide Standards, CWS, Standards, Written design guidelines, Design Guidelines, Standards of the Community, Design Standards, Reasonable Rules, and other reasonable variants can be used interchangeably and will all refer to the topic of this Resolution. The preferred references are Community-Wide Standard and CWS.

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 10th of the year after passing this Resolution.

GLENLAKE UPSTATE HOMEOWNERS ASSOCIATION, INC.
BOARD RESOLUTION 2024-005

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 Board Resolution 2023-004, passed on June 6, 2023, and filed at the Spartanburg Register of Deed on January 9 2024, in Deed Book 144-W page 702, declared the current pool rules; 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. Any pool rules with an earlier adoption date than the date of passing this Resolution will be superseded by these newly adopted rules.

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.

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 10th of the year after passing this Resolution.

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

ADOPTED this 15th day of September, 2024

By: E. F. DeLisle

Print Name: E. F. DeLisle

Its: Board member

By: Tim Hestley

Print Name: Tim Hestley

Its: Secretary

By: Scot Halpin

Print Name: Scot Halpin

Its: Treasurer

By: Susan Law

Print Name: Susan Law

Its: Member

By: Donald Cole

Print Name: Donald Cole

Its: MEMBER

By: E. Rice

Print Name: Eric Rice

Its: Vice President

By: _____

Print Name: _____

Its: _____

Glenlake Upstate Homeowners Association Inc. Pool Rules Pool Rules as of September 13, 2024

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 or non-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, kayaks, canoes, inflatable rafts, and similar.
- Earphones must be used when listening to music on personal audio devices. Do not use portable speakers.
- **NO SMOKING** is 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 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 kiddie 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.

The Board being empowered with the authority to govern common areas and facilities owned by the HOA reserves the right to review activities on a case by case basis and will be the sole arbitrator of what activities will be permissible.