

PROTECTIVE
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS
OF

GRAMERCY PARK
SUBDIVISION IN SPARTANBURG, S.C.

RECORDED

94 APR 29 PM 2:11

R.M.C.
SPARTANBURG, S.C.

COPY

GRAMERCY PARK

DECLARATION INDEX

	Page
ARTICLE I - Definitions	1, 2
ARTICLE II - Protective Covenants	
Residential Use	2
Written Approval Requirements	2
Building Standards	3
Building Setback Lines	3
Fencing	3
Grade Changes	3
Curbs, Gutter, Pavement Damages	4
Driveways	4
Garages	4
Antennae	4
Concrete Blocks, white Brick	4
Completion of Construction	4
Temporary Structures	5
Damage and Destruction	5
Trees	5
Maintenance of Properties	6
Trespassing	6
Subdividing	6
Sewage	6
Commercial Activity	6
Signs	7
Storage and Parking of Commercial Vehicles, Trailers, Campers, Trucks, etc.	7
Fuel Tanks	7
Animals	7
Hunting	7
Mining	7
Offensive Activities	7
Fireworks, Firearms etc.	8
Utilities	8
Easements	8
Parking	8
Tennis Courts, Swimming Pools	9
Mailboxes	9
Birdsanctuary	9
Pest Control	9
Sight Easements	9
Nature Growth	9
Waivers	10
Court determinations	10
Violations of Restrictions	10
ARTICLE III - Architectural Review Board	10, 11
ARTICLE IV - Covenant for Assessments	12, 13

ARTICLE V - Common Properties	13, 14
ARTICLE VI - Gramercy Park Property Owners Assoc.	14, 15
ARTICLE VII - General Provisions	
Duration of Covenants	16
Notices	16
Enforcements	17
Severability	17
Subject Property	17
Amendments	17
Representations	17

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG S.C.)

DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS
GRAMERCY PARK

This DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS, is made this twentysecond day of April, 1994, by Castel, Inc., hereafter called the "Developer".

WHEREAS, the Developer is the owner of that certain tract of land situated in Spartanburg County, South Carolina, more particularly described on a plat recorded in the Office of the RMC for Spartanburg County in Plat Book 124 at page 571 and desires to develop upon the aforementioned property a new residential community to be known as GRAMERCY PARK, and

WHEREAS, Developer desires to subject the property to the covenants, restrictions, easements, charges and liens imposed hereby in order to promote the common good and general welfare of the future residents of GRAMERCY PARK and to enhance and protect the value of all properties and amenities, hereafter set forth.

ARTICLE I

DEFINITIONS.

The following words and terms, when used herein, shall have the following meaning:

(a) "ARB" shall refer to the Architectural Review Board established by and operating under the auspices of the GRAMERCY PARK PROPERTY OWNERS ASSOCIATION.

(b) "Association" or the abbreviation "GPPDA" shall refer to the GRAMERCY PARK PROPERTY OWNERS ASSOCIATION.

(c) "Board" shall mean and refer to the Board of Directors of the GRAMERCY PARK PROPERTY OWNERS ASSOCIATION.

(d) "Company" shall mean and refer to CASTEL Corp., its successors and assigns, the developer of GRAMERCY PARK.

(e) "Lot" or "Lots" shall mean and refer to any plot or tract of land shown upon any recorded plat or subdivision map of the property within the GRAMERCY PARK DEVELOPMENT which is now or hereafter becomes, by express reference or otherwise, subject to these covenants.

(f) "Property" shall mean and refer to each parcel, lot or unit of real property within the confines of the GRAMERCY PARK DEVELOPMENT, which is now or hereafter becomes, by express reference or otherwise, subject to these Covenants.

(g) "Property Owner" shall mean the record owner(s) of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, of any Property situated within the confines of GRAMERCY PARK Development which is now or hereafter becomes, by express reference or otherwise, subject to these Covenants.

(h) "GRAMERCY PARK DEVELOPMENT" or the "DEVELOPMENT" shall mean and refer to the private development contemplated by and accomplished pursuant to the Amended Planned Unit Development ("PUD") approved by the County Council of the County of Spartanburg, as the same may be amended from time to time as well as any other property made a part of GRAMERCY PARK Development in the manner provided in the By-Laws of the GRAMERCY PARK PROPERTY OWNERS ASSOCIATION and made subject to these Covenants.

ARTICLE II

PROTECTIVE COVENANTS

1. ~~RESIDENTIAL USE~~. All lots shall be used only for residential purposes and only one single family residence may be erected on any lot.

2. WRITTEN APPROVAL REQUIRED. Except as otherwise stated herein, no home, garage, carport, driveway, playhouse, fence, wall, in-ground swimming pool, antenna, fuel tank, tennis court, garbage receptacle, clothesline, mailbox, nor any other structure or improvement, shall be commenced, erected or maintained upon the property, nor shall any exterior addition to any existing structure or change or alteration thereto be done, until complete, final plans and specifications thereof showing the nature, kind, shape, height, materials, basic exterior finishes and colors, site location, floor plans and all elevations on all sides of the structure, containing the name of the builder or contractor and the owner, have been submitted to an approved in writing by the Board.

Approvals shall not be effective for construction commenced more than TWELVE (12) months after the date of such approval. Disapproved plans shall be accompanied by a reasonable statement of terms found unacceptable. In its sole discretion, the Board may mark the plans "APPROVED" but note in writing upon such plans that the approval is given subject to the incorporation of specified modifications or changes in the improvements, which modifications and changes must be followed and completed by the owner. One copy of such approved or disapproved plans shall be returned to the owner, and the remaining copy shall be permanently held in the records of the Architectural Review Board.

3. BUILDING STANDARDS. All construction and improvements must meet or exceed the minimum residential building standards set forth in various Codes and Publications of the Council of American Building Officials for One and Two Family Dwelling Units, or of any successor organization, including all those applicable to buildings, electricity, plumbing, mechanical, and fire preventions and safety. In the absence of such Codes or Publications or with respect to any proposed improvements upon the property for which, in the discretion of the Developer, standards or guidelines should be adopted, the Developer shall have authority to adopt and enforce such standards and guidelines as are necessary and reasonable to assure consistency in the development of the property.

No home may be constructed or maintained so as to have a finished heated living area (exclusive of uncovered porches, stoops, terraces, attached garages or carports) of less than one thousand six hundred (1,600) square feet.

4. BUILDING SETBACK LINES. No home or permanent structure shall be located closer than forty (40) feet to the front line of any lot, closer than fifteen (15) feet to the side line of any lot or closer than fifteen (15) feet to the rear line of any lot.

All dwellings shall be constructed so as to front upon a street or roadway within the subdivision. The exterior of all houses and other structures must be completed within one (1) year after the construction of the same shall have been commenced.

5. FENCING. Fencing shall not be erected until the design, height, materials and location have been approved in writing by the Board. No fence shall be located nearer to the front setback line than the rear corner of the residence. ~~No chain-link or similar fencing shall be allowed anywhere in the development.~~ No lot owners or successor in title shall be entitled to assert the defense of estoppel as to any fence which does not meet the requirement of this paragraph. No fence shall be erected which interferes with, damages, or obstructs the installation, maintenance or repair of underground utility lines, or on any portion of any lot which is subject to easements hereinafter described. The lot owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even though approval of the fence or other improvements has been properly obtained.

6. GRADE CHANGES. The established grade of a lot is not to be changed by any individual so as to adversely affect an adjacent property owner or owners. All major sitework and grading shall be approved by this Board. Each lot owner and his contractor, subcontractors and other agents shall take full responsibility for controlling surface water run-off and sediment that may adversely affect any other property or the retention pond.

7. DAMAGE TO CURB, GUTTER AND PAVEMENT. If during construction or otherwise, the curb, gutter or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot or tract upon which such construction is being done shall bear the costs of replacing or repairing such damage, which will be performed by the Developer. Any such amount shall constitute an assessment against the lot and may be filed as a lien, as provided herein.

8. DRIVEWAYS. All driveways shall be hard surfaced and shall be maintained by the owner of the lot in a good state of repair.

9. GARAGES. All garages shall be enclosed by doors, and such doors shall not directly face any street on which the Lot abuts. The Architectural Review Board may grant a waiver or variance of this provision, but only in cases where compliance would present an undue burden due to the configuration or terrain of the Lot, or where the architectural integrity of the home would be compromised.

10. ANTENNAE. Satellite dishes, radio, television or other antennae may not be placed on any lot unless the location, concealment and size of such equipment is approved by the Architectural Review Board. No TV or Radio Transmission Towers are allowed on the Property.

11. CONCRETE BLOCKS OR WHITE BRICK. No concrete blocks shall be exposed on any dwelling. If concrete block is used for foundation or any wall, it shall be stuccoed or brick veneered.

White brick or cream-colored brick shall not be permitted for use on the exterior of any structure in the development without the specific approval of the Architectural Review Board.

12. COMPLETION OF CONSTRUCTION. The exterior of all homes and other structures, sitework and substantial compliance with landscaping plans must be completed within twelve (12) months of the start of construction unless such completion is impossible or would result in great hardship to the owner or builder due to strike, fires, national emergency or natural calamity. No structures may be temporarily or permanently occupied until the exterior thereof has been completed. This requirement does not preclude a builder of speculative homes from leaving floors, countertops or other interior detail unfinished until sold. All landscaping shall be completed within three months after completion of the residence.

13. TEMPORARY STRUCTURES. No structure of a temporary character shall be placed upon any portion of the properties at any time; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of any home, or to shelters maintained by the Developer or the Association. It is to be clearly understood that temporary shelters, tents, recreational vehicles, and so forth, may not at any time be used as temporary or permanent residences or be permitted to remain on any portion of the properties after completion of construction thereon. As an exception, Property Owners may, with the written permission of the Board or its designee, erect tents for special social occasions.

No house trailer, mobile home, modular home, shell home, or prefabricated home shall be placed upon any lot. Clotheslines, ~~garbage cans~~ (when not set out for pickup on the scheduled pickup day), yard equipment, air conditioning units, or storage piles shall be screened to conceal them from the view of neighboring Lots, roads, streets and common areas. All such screening shall be approved by the ARB.

14. DAMAGE AND DESTRUCTION. In the event of a partial loss or damage and destruction resulting in less than total destruction of structures located on Property subject to these Covenants other than Property owned by the Association, the Property Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner determined by the ARB to be consistent with the original construction or in such other manner as may be approved pursuant to Article II par. 2 of these Covenants. In the event that the structure is totally destroyed and the Property Owner determines not to rebuild or reconstruct, the Property Owner shall clear the Property of all debris and return the Property to substantially the natural condition in which it existed prior to the beginning of construction of the structure thereon. If the Property Owner fails to correct such condition within ten (10) days after written notice has been given by the Board or its designee, the Board or its designee shall have the right but not the obligation to correct the unsatisfactory condition, and the expense of such correction shall be billed to and borne by the Property Owner.

15. TREES. The removal of flowering trees or trees over eight (8) inches in diameter will require approval of the ARB. No major clearing of small trees shall be performed without the approval of the Architectural Review Board. Excepted herefrom shall be damaged trees as determined by the Architectural Review Board or the Association or trees which must be removed because of an emergency, or to prevent a potentially dangerous situation.

16. MAINTENANCE OF LOT. Every owner of an unimproved lot shall keep such property free of debris and unsightly underbrush, weeds and other unsightly vegetation. In the event that the Board deems that the lot or tract is being maintained in violation of this paragraph and that such violation should be corrected, the Board shall give reasonable notice to the Owner to correct the appearance of such lot or tract. If after thirty (30) days, such Owner has failed to correct same, the Board may enter upon the property to correct this conditions and assess the Owner for the cost thereof, which assessment may be filed as a lien against such lot or tract, as provided herein.

17. TRESPASS. Whenever the Association, Board or its designee is permitted by these Covenants to correct, repair, clean, preserve, clear or take any action on the Property in the GRAMERCY PARK DEVELOPMENT, entering the Property and taking such action shall not be deemed a trespass. Entering a Property for inspection purposes to assure compliance with Covenants also shall not be deemed a trespass.

18. NO SUBDIVISION. Unless approved in writing by the Board, no Lot shall be subdivided, nor shall the boundary lines of any such Lot or Tract be changed. Two (2) or more lots may be combined for the purpose of creating a larger lot, but no portion of any such combined lots may be subdivided or sold without written approval of the Developer or the Board provided, however, that this provision shall not be interpreted to prohibit the transfer of any whole lot unless improvements have been constructed on such lots combined to form a larger lot. Any permitted subdivision or combination of lots shall not diminish the extent and quality of easements or rights affecting such lots. The Developer reserves the right to replat any lot or tract still owned by the Developer and shown upon recorded plats of the property in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such replatted lot or tract suitable and fit as a building site to include, but not be limited to, the relocation of easements, walkways, rights of way, roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots, provided, however, that no lot originally shown on a final recorded plat of the property is reduced to a size more than ten percent (10%) smaller than the smallest lot shown on such plat.

19. SEWAGE. All sewage shall be disposed of through septic tank systems approved by the South Carolina Department of Health and Environmental Control.

20. NO COMMERCIAL ACTIVITY. No industry, business, trade, occupation or profession open to the general public, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the property.

21. **SIGNS.** No sign, placard, poster, billboard or identifying name or number upon any residence except "For Sale" or "For Rent" shall be displayed, which signs shall not exceed 2 x 3 feet in size. No sign or any part thereof shall be placed at a height of more than four feet above the established grade. All other signs require the special permission of the Board.

22. **STORAGE AND PARKING OF COMMERCIAL VEHICLES, TRAILERS, CAMPERS, TRUCKS, ETC.** No trailers, travel trailers or mobile homes, campers, or other habitable motor vehicles of any kind, whether self-propelled or not, school buses, or commercial trucks/vehicles, boats and/or boat trailers, shall be kept, stored or parked overnight, either on any street or any Property, except within enclosed garages or covered garage areas or within storage or parking areas, if any, approved by the Board or its designee for such purpose.

23. **FUEL TANKS.** All fuel oil tanks or containers shall be buried underground, consistent with normal safety precautions.

24. **ANIMALS ETC.** No livestock, poultry or undomesticated animals shall be kept on any of the lots in the development, except that cats, dogs, rabbits, hamsters or caged birds (no more than three [3] animals at each dwelling) may be kept as household pets. Such household pets must not constitute a nuisance or cause unsanitary conditions or any undesirable situation for the Property Owners in the Development. All pets shall be kept in fenced areas. Dogs must be leashed when off the Property owned or occupied by their owners or must be accompanied by and under the effective voice control of the owners or their agents. Continuously barking dogs are construed to be a nuisance and should be kept indoors. All pets shall be kept in fenced areas or on leashes. Each property owner is responsible for picking up any droppings or repairing damage caused by his/her pets.

25. **NO HUNTING.** Hunting of all wild animals, fowl, and game, is hereby prohibited within the whole area of the development.

26. **MINING.** No lot shall be used for any mining, boring, quarrying, drilling, removal of, or other exploitation of subsurface natural resources, with the sole exception of subsurface water.

27. **OFFENSIVE ACTIVITIES.** No noxious or offensive activity shall be carried on upon any portion of the properties nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any owner in this subdivision development. There shall be no playing of radios, television sets, amplification equipment, or musical instruments so loudly as to be intrusive on the peace and quiet of neighbors.

28. FIREWORKS.ETC. There shall be no discharging of firearms, guns, or pistols, of any kind, type or method of propulsion. Discharge of any type of fireworks is prohibited except for special events authorized by the Board.

29. UTILITIES. All utilities and services shall be placed underground from the property line or easement to the residence.

30. EASEMENTS. In addition to those easements shown on the said plat, and not as any limitation thereof, an easement on each lot is hereby reserved by the Developer for itself and its agents, designees, successors and assigns, along, over, under and upon a strip of land ten (10) feet in width, parallel and contiguous with the rear or back property line of each lot and along, over, under and upon a strip of land five (5) feet in width, parallel and contiguous with each side lot line. The purpose of these easements shall be to provide, install, maintain, construct and operate drainage facilities, now or in the future, and utility service lines to, from or for each lot. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in such easements. The easement area of such lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements which a public authority or utility company is responsible for. For the purpose of this covenant, the Developer reserves the right to modify or extinguish the easement, herein reserved, along any lot lines when in its sole discretion, adequate reserved easements are otherwise available for the installation of drainage facilities or utility service lines. All easements shall fall to and become the sole control of the GRAMERCY PARK Property Owners Association, Inc. automatically five (5) years from the date hereon or when eighty (80) percent of the lots in the subdivision are sold by the Developer, whichever event occurs first in time.

In case of two lots being combined the ARB reserves the right to cancel easements along adjoining Lot lines.

Nothing in this section to the contrary withstanding, the Developer reserves the right to enter into any agreement it may deem necessary or proper with any public authority or utility company regarding the terms and conditions of use of the easements of each lot. Such agreement shall, upon execution, be filed with the RMC Office for Spartanburg County and shall without the necessity of further action, constitute an amendment of these covenants as if set out in full herein. Where the terms of this section and such agreement conflict, the terms of the agreement shall control.

31. PARKING. Provisions must be made on each lot for off-street parking of owner's vehicles.

32. TENNIS COURTS AND SWIMMING POOLS. No tennis courts and above ground swimming pools shall be constructed on any lot. For in-ground pools refer to Article II.2.

33. MAILBOXES. Only mailboxes supplied by the Developer shall be used.

34. BIRDSANCTUARY. All property is designated as a bird sanctuary.

35. RIGHT OF ENTRY FOR INSECT, REPTILE, ETC. CONTROL. In order to implement effective insect, reptile and woods fire control, the Board reserves and establishes for itself and its agents the right to enter upon any Lot on which a residence has not been constructed and for which no approved landscaping plan has been implemented. Such entry may be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other growth which in the opinion of the Board detracts from the overall livability and/or safety of the GRAMERCY PARK Development. The cost of such operations may be billed to and, if so, shall be borne by the Property Owner. The provisions in this paragraph shall not be construed as imposing an obligation on the Board or its agents to mow, clear, cut or prune on any Lot or to provide garbage or trash removal services.

36. SIGHT EASEMENTS. Structures, the lower branches of trees, or other vegetation shall not be permitted to obstruct the view at intersections of roads and streets in the GRAMERCY PARK Development, and upon failure of a Property Owner to clear such structures, branches, or other vegetation within ten (10) days after request in writing by the Board or its designee, the Board or its designee shall have the right to enter said Property and to take such actions as is necessary, the cost of which shall be the responsibility of and shall be billed to the Property Owner.

37. TREES AND NATURE GROWTH. Trees and distinctive flora shall not be intentionally destroyed, radically pruned or removed except with the prior written approval of the Board or its designee, or as may otherwise be permissible under regulations and guidelines established by the Board. Any Property Owner removing or radically pruning such trees or flora without such approval may be required, at his/her cost, to replace same.

38. WAIVERS. Any general restrictions and covenants contained herein may be waived on any particular lot, in the following manner:

- a) By the assent of all adjoining property owners, that is to say, the owners of those lots with common boundaries to the lot in question and the owners of those lots situated directly across a street or road from the lot in question; and
- b) upon recommendation by either the Architectural Review Board or the Association.

39. The determination by a Court that any provision hereof is invalid shall not affect the validity of any other provision hereof.

40. The Architectural Review Board hereinafter provided for, the Association hereinafter provided for, any owner, their heirs, successors, and assigns shall have the right to proceed against any party in violation of these restrictions and covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event. These covenants and restrictions may be enforced by appropriate legal proceedings, whether actions at law or in equity, or as further provided in that section of this Declaration entitled ARTICLE VI, par. C, "ENFORCEMENTS", provided however, no restriction herein is intended to be, or shall it be construed as a condition subsequent or as creating a possibility of reverter.

A R T I C L E I I I

ARCHITECTURAL REVIEW BOARD

In order to enhance the aesthetic quality of the development, the natural beauty of the environment, and the overall structural character of the neighborhood, the Developer has made provisions for the establishment of an Architectural Review Board. The purpose of the Board shall be to review plans and specifications submitted by lot owners and to approve or reject the same based upon the compatibility of any proposed dwelling or structure with the overall development theme of the neighborhood and the relation of the dwelling to the proposed lot and site location. The Board shall have legal authority to prevent any construction within the development on any grounds it feels detracts from the overall aesthetic quality of the neighborhood.

No dwelling, detached structure, garage, or swimming pool shall be erected, nor shall any landscaping or site work be done until a set of complete final plans and specifications showing

the nature, kind, shape, height, materials, basic exterior finishes and colors, location, floor plan and front elevation thereof shall have been submitted to and approved by the Architectural Review Board.

The plans and specifications shall be submitted in the name of the builder and/or owner.

After reasonable notice the Board or its agent may enter upon any lot for the purpose of ascertaining whether the use or maintenance of such lot is in compliance with the provisions hereof. The Board or its agent shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection. Refusal of approval of plans, specifications, builder, landscaper, or location may be based upon any grounds, including purely aesthetic considerations, which shall be in the sole and uncontrolled discretion of the Architectural Review Board.

If the Board fails to approve or disapprove such plans and specifications within forty-five (45) days after receipt of the same, it shall be deemed to have approved said plans and specifications.

In the event any owner violates the terms of this article, the Board shall give written notice to the owner to cure such violation. After thirty (30) days notice and upon failure of the owner to cure said violations, the committee shall be entitled to enter upon the property of the owner and cure such defect, including the removal of any structure built in violation hereof, all at the cost and expense of the owner. This right of the Board shall be in addition to all other general enforcement rights which the Board may have for a breach or a violation of the terms of these covenants and restrictions and whether at law, in equity, or pursuant to other terms of this Declaration.

Initially, the composition of the Architectural Review Board shall be the Developer, and his retained consultants. After the sale of onehundred (100%) percent of the lots within the subdivision, or at such earlier time as the Developer may deem appropriate, the duties of the Board shall devolve onto a committee of the same name to be appointed by the Association, hereinafter provided for. Thereafter, membership upon the Board shall be by election of the Association.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Each lot owner for himself, his heirs, successors and assigns, by acceptance of a deed or other conveyance for any lot hereby covenants and agrees that he will pay to the Association hereinafter provided for, the assessments which may or shall be levied by the Association against lots within the subdivision, that he shall be personally liable for assessments which become due while he is the owner of each lot being assessed, and that the annual assessment shall become, upon the filing of this Declaration, a charge against and be secured by a continuing lien upon the lot of such owner.

Beginning April 1st, 1994, the annual assessment shall be onehundred (\$100) and no/100 Dollars per lot. The assessment shall be prorated for purchasers from the Developer, based on the number of days remaining in the year, and shall be payable at closing. Thereafter, assessments shall be due on the first day of each fiscal year, which begins on May 1st and ends on April 30th. From and after May 1997, the fiscal year as well as the annual assessment may be changed by vote of the members. The assessment shall be used for payment of taxes, maintenance and improvements on common property, operational expenses of the Association, insurance, the payment of principal and interest on loans to the Association, for the payment of public street lighting within the subdivision, and for any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association.

For the purpose of providing funds for these expenses the Association shall assess each lot, a charge which shall be uniform with respect to each lot. The charge shall be levied once per fiscal/calendar year and shall be in an amount established by a majority vote.

At such time as the Association may determine, the Association shall send a written statement to each owner at the address shown upon the lot owners deed as the "grantee's address". The written statement shall set forth the amount of the assessment for the current year, the time period for payment thereof. Each annual assessment shall be due and payable and shall become delinquent on dates to be established by the Association, but no less than sixty (60) days after such written statements are mailed.

UPON WRITTEN DEMAND BY AN OWNER, THE ASSOCIATION SHALL ISSUE A WRITTEN CERTIFICATE STATING THAT ALL ANNUAL ASSESSMENTS HAVE BEEN PAID OR IF ALL ASSESSMENTS HAVE NOT BEEN PAID, SETTING FORTH THE AMOUNT THEN DUE AND PAYABLE. ANY SUCH CERTIFICATE SHALL BE CONCLUSIVE AND BINDING WITH REGARD TO ANY MATTER THEREIN STATED AS BETWEEN THE ASSOCIATION AND ANY BONAFIDE PURCHASER OR ENCUMBRANCER OF THE LOT IN QUESTION.

If any assessment becomes past due and delinquent, then such amount, together with interest, and any cost of collection thereof shall be a charge and a continuing lien on the property and all improvements thereon against which each such assessment is made in the hands of the then member, his heirs, successors and assigns. Furthermore, such past due amount, plus interest and costs as above provided, shall continue to be the personal obligation of the member at the time when the assessment first became due and payable. Such member's successors in title shall not be personally obligated to pay past due assessments unless expressly assumed by them, but such amounts shall continue to constitute a lien against the property until paid.

If any assessment is not paid within thirty (30) days after the past due date, the Association may bring an action against the member personally obligated and/or an action to foreclose the lien against the property. In such event, there shall be added to the amounts due hereunder a reasonable attorney's fee and the costs and expenses related to such action. If judgment is obtained, the amount of such judgment shall accrue interest at the rate above provided.

The Association may suspend the rights and easements of enjoyment in common properties of any member, tenant or guest of any member for any period during which the payment of any assessment against property owned by such member remains delinquent, or for breach of its published rules and regulations or of the terms of this Declaration. The Association may likewise suspend providing a service to or performing a function.

ARTICLE V COMMON PROPERTIES

The Developer shall have the right to convey to the Association by deed or long term lease any lands, watercourses, buildings, greenbelts, paths, roads, rights of way, easements, utilities, any other property or rights and any improvements thereon, including any or all recreational facilities which the Developer designates to become common property. Any such conveyances or transfers shall be at the sole discretion of the grantor and the Association.

Subject to the within provisions and the Association's rules and regulations, as well as any fees or charges established by the Association, each member, his family, tenant and guest shall have a right and easement of access, use and enjoyment in all common properties and such right and easement shall be appurtenant to and shall pass with the title to every lot.

Each member's easement of use, access and enjoyment of common properties shall be subject to the provisions of this Declaration and to the following:

- The rights of the Association to borrow money for the purpose of improving or maintaining the common properties and providing authorized services and to mortgage such property;

- The rights of the Association to assume and pay any liens or encumbrances against such property at the time of conveyance and to protect it from foreclosure;

- The rules and regulations of the Association and the right of the Association, as provided in its By-Laws, to suspend the rights and easement of use, access and enjoyment to such property;

- All existing and future easements or rights of way granted for utilities, telephone service, gas, security, cable television, or for any similar purpose, and any other matter or provision which shall be set forth in the deed to such common property or shown upon any recorded plat thereof; and

- The right of the Association to give, sell, transfer or lease all or any part of the common properties to any public agency, authority, utility, or private concern, but such gift, sale, transfer or lease must be authorized by a majority of the votes cast at a duly called meeting of the Association. Written notice of such meeting, together with written notice of the proposal for such gift, sale, transfer or lease, must be given to each member at least thirty (30) days prior to such meeting. A true copy of such resolution, together with a certificate of the results of the vote, shall be made and acknowledged by the President and Secretary, and such certificate shall be annexed to any instrument of dedication or transfer affecting the common properties prior to the recording thereof. Such certificates shall be conclusive evidence of the authorization by the membership.

A R T I C L E VI

GRAMERCY PARK PROPERTY OWNERS ASSOCIATION

Each Property Owner in GRAMERCY PARK Development, including but not limited to owners of unimproved lots or single-family residences upon acceptance of title and by virtue of such ownership, is or becomes automatically a member of the GRAMERCY PARK PROPERTY OWNERS ASSOCIATION with voting rights as set forth in the By-Laws of the Association and obligations as set forth in these Covenants and their derivative regulations. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit.

The purpose of the Association is to preserve the property values and the quality of life in the GRAMERCY PARK Development and to provide general governance through:

(a) Development and implementation of programs to protect the environment and to provide for the health, safety, security and welfare of Property Owners.

(b) Protection, operation and maintenance/improvement of such open spaces, rights-of-way and easements and other common properties as are deeded, leased or otherwise conveyed to the Association or held in trust for the benefit of the Association or the Property Owners.

(c) Acquisition, construction, management, maintenance and care of Association properties, including land, structures, systems and equipment, for the general benefit of the Property Owners and others as determined by the Board.

(d) Adoption, distribution, and enforcement of regulations for the common good, including, but not limited to: regulations pertaining to:

- planning, construction and design of improvements on property or alteration thereof;
- maintenance of property;
- sanitation;
- use of common properties;
- responsibilities and obligations of all residents, property owners, their tenants, guests, invitees and permittees and of other authorized to use the GRAMERCY PARK facilities and properties owned and/or operated by the Association, for the maintenance of good order and otherwise;
- security and safety;
- sanctions for violations.

(e) Establishment of assessments and fees and their collection from members of the Association and others who use or have the right to use any or all of the GRAMERCY PARK facilities and properties owned and/or operated by the Association.

Concurrently with the recording of this Declaration the

(f) Obtaining insurance of such types, in such amounts, and with such companies, as the Board, in its sole discretion, deems necessary or desirable for the protection of the Association, of persons acting for or on behalf of the Association, and of the common properties and/or other properties in which the Association has and insurable interest.

(g) Engaging in such other activities as may be of benefit to the membership.

The matters stated above are and shall be powers and authorities only and shall not in any way be deemed to impose on the Board or the Association any obligation or duty to perform any of the functions enumerated or referred to herein.

The Board of Directors of the Association shall be permitted to perform any of the functions authorized to the Association except as specifically reserved to the membership in the Association's By-Laws. None of the principal functions, responsibilities, or assets of the Association may be given or delegated to a municipality or other private entity without approval of the membership as indicated by a majority of the votes authorized to be cast; provided, however, that the Board may delegate functions to committees in accordance with the Association's By-Laws and may contract with private individuals or entities for the performance of such functions as it deems appropriate.

TRANSFER OF RIGHTS. The Developer may at any time, by written document recorded in the same office as this document, transfer and assign to the Association any or all rights under these Covenants and Restrictions.

A R T I C L E VII

GENERAL PROVISIONS

A) DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Board or the Association, of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the recording date of this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

B) NOTICES. Any notice required to be sent to any member or owners under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Developer, the Board or the Association at the time of such mailing.

C) ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

D) SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment of Court order shall in no wise affect any other provisions which shall remain in full force and effect.

E) SUBJECT PROPERTY. The provisions hereof shall apply to all property described in Exhibit A, known as GRAMERCY PARK and only to such property.

F) AMENDMENT. This Declaration may be amended upon approval of a majority of the votes cast at a duly called meeting of the Association. If any proposed amendment is approved, the President and Secretary shall execute an amendment of this Declaration setting forth the amendment. Such amendment shall be then recorded in the RMC Office of Spartanburg County.

To the extent that additional covenants and restrictions are imposed, they shall not bind, without the consent of the owner, any portion of the properties previously sold.

G) REPRESENTATIONS. CASTEL, INC., the subdivider of the GRAMERCY PARK Development, is not bound by any representations touching or affecting any lot as shown on any recorded plat of the said Development, or any portion thereof, which is not expressly set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed by its duly authorized officers or agents as of the year and date herein above mentioned.

IN THE PRESENCE OF:

Juel M. Stone
Brylille Parchois

CASTEL, INC.

Pierre C. Parchois
By: Pierre C. Parchois,
President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named CASTEL, INC. sign, seal and as its act and deed, deliver the within written deed ant that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

Jul M. Stone

SWORN to and before me this
twentyssecond day of April, 1994

[Signature]
Notary Public for South Carolina
My Commission Expires
My commission expires: April 5, 2003

X.4 Waiver of Notice. Unless otherwise provided by law, whenever any notice is required to be given to any member or Director under the provisions of the By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Further, attendance at a meeting for any purpose other than to protest the lack of notice shall be deemed to be waiver of notice by each person so attending.

X.5 Meeting Procedure. All meetings of the membership shall be conducted in accordance with Roberts Rules of Order as revised, except, where there may be a conflict, these By-Laws shall prevail.

X.6 Posting. It shall be incumbent upon the Association's staff promptly to make available for examination by the members, at the Association office, copies of the minutes of meetings of the membership and of regular meetings of the Board, and promptly to post all resolutions, notices, and communications to the membership at the Association office prior to such events.

X.7 Definitions. The following terms used in these By-Laws are deemed to have the meanings expressed in this section. Terms defined in recorded Protective Covenants shall have the meanings specified therein.

- a) **Emergency.** The term "emergency" shall refer to an unpredictable occurrence such as, but not limited to, a hurricane, tornado, earthquake, fire, flood, severe storm or accident, which, in the exercise of its discretion, the Board may find would require an immediate commitment for and/or an expenditure of funds to meet the Association's responsibilities under these By-Laws.
- b) **Delinquent.** The term "delinquent" shall refer to any member or members of the Association or others subject to assessment by virtue of their use of the Gramercy Park facilities and properties owned and/or operated by the Association, whose annual maintenance, service and/or usage fees or any special assessments have not been received by the Association and remain unpaid more than thirty (30) days after the due date.
- c) **Referendum.** The term "referendum" shall refer to a written ballot, to vote on one or more issues or questions submitted by the Board to the total membership by regular mail, and in which procedure the approval of the membership as indicated by a simple majority of the votes authorized to be cast, excluding the votes of delinquent members, shall govern the action of the Board.