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Steph n Ford Register



STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
SADDLER'S WALK**

W-I-T-N-E-S-S-E-T-H

WHEREAS, Developer is the owner of certain lots of land in Spartanburg County, South Carolina, located off of Sandy Ford Rd., Boiling springs, South Carolina 29316 and more particularly shown and described upon a plat entitled "SADDLER'S WALK " prepared by THORNTON LAND SURVEYING dated September 28, 2006 and recorded in Plat Book 160, Page 500 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plan and record thereof, and

WHEREAS, SADDLER'S WALK will be a residential community and the Developer desires to provide for the preservation of values and amenities of said community and, to these ends, desires to subject all of the lots in **SADDLER'S WALK** as shown on the above plat to the within Protective Covenants, Conditions, Restrictions & Easements, (herein referred to as covenants and /or restrictions) for the benefit of each and every owner in **SADDLER'S WALK**.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for an in consideration of the mutual benefits and advantages to the Developer and to future property owners of lots shown on the above plat, Developer does hereby impose upon **SADDLER'S WALK** the following covenants, conditions, restrictions & easements, which shall bind the Developer, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. **DEFINITIONS:** The following words when used herein (unless he contest shall require a different meaning) shall have the following meanings:
 - A. **"SADDLER'S WALK "** shall mean and refer to all of the lots and property shown upon the plat of **SADDLER'S WALK** referred to above and upon any subsequent plat "**SADDLER'S WALK** "prepared for the Developer and recorded in the Office of the Register of Deeds for Spartanburg County.
 - B. **"Developer"** shall mean and refer to NUKO, LLC.
 - C. **"Lot"** shall mean and refer to any numbered parcel of land shown upon a plat of **SADDLER'S WALK** , prepared for the developer and recorded n the Office of the Register of Deeds for Spartanburg county.
 - D. **"Owner"** shall mean and refer to the recorded owner, whether one or more persons or entities, of fee simple title to an Lot situated within **SADDLER'S**

WALK, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

- 2) **SINGLE FAMILY RESIDENTIAL USE**: No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than on detached single-family dwelling, not to exceed 2-1/2 stores in height and, if approved in advance in writing, a private detached garage or hobby-type /storage building.
- 3) **SUBDIVISION OF LOTS**: Developer or any subsequent owner of a lot, with prior written consent of Developer or its nominee, may sell or convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plan and does not violate any other provisions hereof. No lot may be subdivided to create an additional lot. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as through they are originally platted as one lot. Notwithstanding any provision herein, Developer reserves the right to re-subdivide any portion of the property for the purpose of adjusting property lines or consolidating lots provided, however no such changes shall create any greater number of lots than that shown on the plat of **SADDLER'S WALK**.
- 4) **MINIMUM HEATED AREAS**: No dwelling shall be erected on any lot having less than two (2) bathroom and no less than 1500 square feet of heated floor area, provided that the plan include an two car attached garage. If the plans do not include an attached garage, then the dwelling shall contain a minimum of Fifteen hundred square feet (1,500) of heated floor area. If the dwelling has a second story, the first floor must have no less than seven hundred (800) square feet of heated floor area. The floor area required by this article shall not include basements, porches, verandahs, breeze ways, terraces garages, or hobby-type storage buildings. Said attached garage to have minimum of 400 square feet of area.
- 5) **BUILDING SETBACK LINES**: No building or portion of a building, including stoops, verandahs, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of **SADDLER'S WALK** referred to in the deed from Developer. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances, to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.
- 6) **APPROVAL OF BUILDING PLANS - SPECIAL CONDITIONS**
 - A. No building or structure, whether it be the dwelling house, garage, hobby-type building or drive way shall be erected, placed or altered on any lot until the building plans, elevations, locations, specifications and driveway have been approved in writing by Developer or its nominee. If such shall not be approved or

disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed hobby-type / storage building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or its nominee.

- B. The completion of improvements upon a lot shall include the landscaping of the yard, including the grassing or sodding of the yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.
- C. The front elevation of the dwelling's foundation must be a minimum of twelve (12") above the finished grade of the yard.
- D. No garage shall open to a street unless said garage is enclosed with a door(s). Developer reserves the right to grant a waiver of variance to this provision, but only in cases where compliance creates an undue hardship as a result of the configuration of terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.

- 7) **PROHIBITED BUILDING MATERIALS:** Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or structure. Front elevation of structure must be 40 % brick, stone, stucco or hardi- bcl. Vinyl siding maybe used on the siding of a house or garage.
- 8) **TRAILERS AND MOBILE HOMES PROHIBITED:** Trailers and mobile homes, including typical double wide mobile homes are absolutely prohibited. Manufactured homes or other factory-built homes may be erected or installed on a lot with the prior written approval of the Developer or its nominee. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot. Developer retains sole discretion and authority as to such approval or disapproval. Developer is exempt from this provision with respect to paragraph 31.
- 9) **REQUIREMENTS FOR DRIVEWAYS:** All driveways shall be constructed of concrete and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to approve or disapprove asphalt driveway, which must be submitted in writing to the developer or its nominee.

10)

Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb intact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction/work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.

- 11) **DEVELOPER'S DISCLAIMER:** DEVELOPER AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPERS, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.
- 12) **GENERAL EASEMENTS:** Developer reserves an easement Five (5) feet inside each side and twenty (20) feet at rear lot line of each lot for the installation, maintenance and repair of utilities, and /storm draining facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of **SADDLER'S WALK**. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure located upon a lot.
- 13) **SEWAGE:** Sewage disposal shall be by septic tank and constructed with the approval of the State Board of Health and appropriate county officials.
- 14) **FENCING:** No wire or metal fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Wooden fencing shall be permitted from the rear corner of the house to the front of the lot; provide, however, that no such wooden fence shall exceed four (4) feet in height. Coated wire, metal or wooden fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot; provided, however, that no such fence shall exceed six (6) feet in height. No fence post shall be erected upon any lot until it shall be first determined by the owner thereof that the same shall not interfere, damage or obstruct the installation of any utility. On corner lots, no fence shall be erected to

extend beyond any building or setback line shown on the plat herein above referred to on the street side of such house.

- 15) **BUSINESS ACTIVITIES PROHIBITED:** no commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.
- 16) **NUISANCES AND OFFENSIVE ACTIVITIES:** no nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted upon any lot or allowed to exist on any lot or the adjoining street or streets.
- 17) **PARKING OF BOATS AND RECREATIONAL VEHICLE:** No camping trailer, boat, boat trailer or other similar recreational vehicle or other device or equipment shall be permitted to stand on the front portion (from any front corner of the home to the street) of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot on the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Furthermore, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheeler or similar vehicles.
- 18) **PORTABLE OR METAL BUILDINGS PROHIBITED:** Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot, provided, however, that a hobby-type building or other storage building approval in writing by the Developer or its nominee, is permissible.
- 19) **SWING SETS:** Swing sets, sand boxes, gym sets and any other such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot. Basketball goals are allowed on driveway areas or in the rear portion of any lot. No additional concrete or asphalt pad may be poured for ANY recreational use from any back corner of the home to the front property line.
- 20) **POOLS:** No above ground pools of any design may be constructed or placed on any lot. In ground pools are acceptable provided they are located on the rear portion of the lot, staying within all other guidelines and setback requirements herein stated. Any in ground pool MUST be enclosed with a fence (with locking gate) that complies with paragraph 13.
- 21) **NO TEMPORARY RESIDENCES:** No garage or hobby-type /storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- 22) **ANIMALS:** No domestic fowl, cows, hogs, mules, wild animals or any other farm animals shall be kept on any lot at any time, provided, however, household pets such

as cats and dogs may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to others.

- 23) **TRASH RECEPTACLES:** All receptacles for trash or garbage must be kept within a fence or enclosed area and hidden from view and the view from adjoining property.
- 24) **CLOTHESLINE:** All clotheslines and poles shall be installed on the rear portion (from any rear corner of the home to the rear property line) of a lot away from the street.
- 25) **SCREENING OF YARD EQUIPMENT:** Lawnmowers or other lawn maintenance equipments shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.
- 26) **TELEVISION ANTENNA AND SATELLITE DISHES:** A standard roof-mounted or chimney-mounted television antenna or an 18" (or smaller) satellite dish is permissible, but no other type of antenna, satellite dish or similar device for the transmission of signals of any kind shall be erected or allowed to remain on any lot without the express written permission of the Developer or its nominee.
- 27) **COMPLETION OF IMPROVEMENTS:** All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.
- 28) **COVENANT OF GOOD APPEARANCE AND REPAIR :** Each lot owner shall maintain the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer, or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner. No work shall be done without due and proper notice to the owner and allowance of a least thirty (30) days to correct specified deficiencies.
- 29) **SIGNS:** No signboards or other of any kind shall be displayed on any lot except a single "For Sale" and a builder sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for the development of the property. The Landscape easement area shall be exempt from this provision, due to the fact that the subdivision identification signs shall be located thereon.
- 30) **MAINTENANCE OF STREET RIGHT-OF-WAY:** The owner of a lot shall be responsible for the planting and maintaining of the area from the property line(s) to the edge of the pavement curb of the street or streets upon which said lot abuts.

- 31) **FUEL TANKS:** All fuel tanks or containers shall be buried underground, or enclosed in a structure in a manner consistent with normal safety precautions and in accordance with the rule and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.
- 32) **MAIL RECEPTACLES:** All mailboxes or other mail receptacles and their supporting structure, including the fixing of the location and height thereof, shall conform to Developer's uniform requirements. All mail receptacles shall be of the same design and each lot owner is responsible for the cost of said mail receptacle. After the installation, each owner has the responsibility of keeping same in good repair and appearance.
- 33) **TEMPORARY SALES OFFICE:** The Developer shall have the right to place or erect temporary sales offices on any lot in the development for the purpose of marketing lots.
- 34) **TERMS OF ENFORCEMENT AND AMENDMENTS:** These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, upon all future owners, their respective heirs, successors and assigns, and all parties under them, until December 31, 2025, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning a least two-thirds (2/3) of the Lots in **SADDLER'S WALK** agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in **SADDLER'S WALK**. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change, in writing, any of the terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waive, modification or change shall substantially affect the overall plan of development.

EFFECT OF COVENANTS AND ENFORCEMENT:

Effect of Provisions of These Covenants: each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within **SADDLER'S WALK** do promise, covenant and undertake to comply with each provision of these covenants, which provisions:

- 1) Shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within **SADDLER'S WALK**, is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;
- 2) Shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal

covenant of such owner to, with and for the benefit of the Developer, and all other owners, their respective heirs, successors and assigns;

3) Shall be deemed a real covenant by the Developer for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits, with and upon the title to each lot within **SADDLER'S WALK**.

- B. Who May Enforce: The benefits and burdens of these covenants run with the land at law and in equity, and the Developer, their respective successors and assigns, and any owner, his heirs, successors, legal representatives, Personal Representative and assigns shall have the right to proceed against any party in violation of these covenants and to compel a compliance to the terms hereof and to prevent the violation or breach in any event.
- C. Against Whom May the Covenants be Enforced: The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against any owner, his heirs, successors and assigns, or any other person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms thereof.
- D. Enforcement Remedies: In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, or any owner may institute appropriate legal proceedings or actions at law or in equity, including but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct, business, or use which is in breach of these covenants; or (5) to compel any affirmative act which, pursuant to these covenants, "shall" be performed. Any action in equity hereunder for the enforcement hereof, shall not be barred on the grounds that there may also exist an adequate remedy at law. The prevailing party in any action to enforce these restrictions shall also be entitled to reasonable attorney fees against the other party.

34) MISCELLANEOUS:

- A. No Waiver: Failure to enforce any provision or provisions of this instrument for any period of time by the Developer, or any owner, shall not be deemed a waiver of estoppel of the right to enforce same at any time thereafter.
- B. Captions: The captions and headings in this instrument are for convenience only and shall not be considered as controlling in construing the provisions hereof.

- C. Gender, Tense, Number and Applicability of Definitions: When necessary for proper construction, the masculine form of any word used herein shall include feminine or neuter genre, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.
- D. Savings Clause: If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

35) HOMEOWNERS ASSOCIATION AND VOTING RIGHTS

A HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED BY THE DEVELOPER FOR THE PURPOSE OF ENFORCING THE WITHIN COVENANTS AT THE OPTION OF THE DEVELOPER. ASSESSMENTS TO SUPPORT PURPOSE OF THE ASSOCIATION MAY BE IMPOSED UPON THE LOT OWNERS BY VOTE OF ITS MEMBERS. THE ASSOCIATION SHALL HAVE (2) CLASSES OF VOTING MEMBERSHIP AS FOLLOWS:

CLASS A. CLASS A MEMBERS SHALL BE THOSE OWNERS DEFINED IN PARAGRAPH (E) WITH EXCEPTION OF THE DEVELOPER. CLASS A MEMBERS SHALL BE ENTITLED TO ONE (1) VOTE FOR EACH LOT IN WHICH THEY HOLD THE INTEREST REQUIRED FOR MEMBERSHIP BY PARAGRAPH 1. WHEN MORE THAN ONE PERSON HOLDS SUCH INTEREST OR IN ANY LOT, ALL SUCH PERSONS SHALL BE MEMBERS, AND THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY AMONG THEMSELVES DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY SUCH LOT.

CLASS B. CLASS B MEMBERS SHALL BE THE DEVELOPER AND SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH LOT OWNED. THE CLASS B MEMBERSHIP SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP ON THE HAPPENING OF EITHER ONE OF THE FOLLOWING EVENTS, WHICHEVER OCCURS EARLIER:

A. WHEN TOTAL VOTES OUTSTANDING CLASS A MEMBERSHIP EQUALS OR EXCEEDS THE TOTAL VOTES OUTSTANDING IN CLASS B MEMBERSHIP, OR

B. JANUARY 1, 2010

HOMEOWNER'S DUES SHALL BE WAIVED FOR BUILDERS FOR A PERIOD OF 6 MONTHS AFTER SALE OF LOT BY THE DEVELOPER, THEREAFTER, MONTHLY HOMEOWNER'S ASSOCIATION DUES SHALL BE DUE AND PAYABLE BY THE LOT OWNER TO PAY FOR THE PERIODIC GRASS CUTTING AND COST OF OTHER AMENITIES AS PROVIDED FOR HEREIN.

(9)

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 21st day of

August 2006

NUKO, LLC

[Signature]
[Signature]

[Signature] Member
Owner: NUKO, LLC

MEMBERS:

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned, witness who on oath states that he/she saw the above named NUKO. LLC, Developer sign, seal and as his act and deed, deliver the within-written Protective Covenants, Conditions, Restrictions and Easements of **SADDLER'S WALK**, and he/she with the other witness subscribed above, witnessed the execution thereof.

[Signature]

SWORN TO and subscribed
Before me this 21st day of August, 2006

[Signature]
Notary Public for SC

DEED86 - YPG412

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Stephen Ford Register



STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

**DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
SADDLER'S WALK**

W-I-T-N-E-S-S-E-T-H

WHEREAS, Developer is the owner of certain lots of land in Spartanburg County, South Carolina, located off of Sandy Ford Rd., Boiling springs, South Carolina 29316 and more particularly shown and described upon a plat entitled "SADDLER'S WALK " prepared by THORNTON LAND SURVEYING dated September 28, 2006 and recorded in Plat Book 160, Page 500 in the Office of the Register of Deeds for Spartanburg County. For a more complete and particular description, reference is hereby made to the above referred to plan and record thereof, and

WHEREAS, SADDLER'S WALK will be a residential community and the Developer desires to provide for the preservation of values and amenities of said community and, to these ends, desires to subject all of the lots in **SADDLER'S WALK** as shown on the above plat to the within Protective Covenants, Conditions, Restrictions & Easements, (herein referred to as covenants and /or restrictions) for the benefit of each and every owner in **SADDLER'S WALK**.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for an in consideration of the mutual benefits and advantages to the Developer and to future property owners of lots shown on the above plat, Developer does hereby impose upon **SADDLER'S WALK** the following covenants, conditions, restrictions & easements, which shall bind the Developer, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. **DEFINITIONS:** The following words when used herein (unless he contest shall require a different meaning) shall have the following meanings:
 - A. "SADDLER'S WALK " shall mean and refer to all of the lots and property shown upon the plat of **SADDLER'S WALK** referred to above and upon any subsequent plat "SADDLER'S WALK " prepared for the Developer and recorded in the Office of the Register of Deeds for Spartanburg County.
 - B. "Developer" shall mean and refer to NUKO, LLC.
 - C. "Lot" shall mean and refer to any numbered parcel of land shown upon a plat of **SADDLER'S WALK** , prepared for the developer and recorded n the Office of the Register of Deeds for Spartanburg county.
 - D. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of fee simple title to an Lot situated within **SADDLER'S**

WALK, but notwithstanding any applicable theory of mortgage law, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

- 2) **SINGLE FAMILY RESIDENTIAL USE**: No lot shall be used except for private, single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than on detached single-family dwelling, not to exceed 2-1/2 stories in height and, if approved in advance in writing, a private detached garage or hobby-type /storage building.
- 3) **SUBDIVISION OF LOTS**: Developer or any subsequent owner of a lot, with prior written consent of Developer or its nominee, may sell or convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plan and does not violate any other provisions hereof. No lot may be subdivided to create an additional lot. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as through they are originally platted as one lot. Notwithstanding any provision herein, Developer reserves the right to re-subdivide any portion of the property for the purpose of adjusting property lines or consolidating lots provided, however no such changes shall create any greater number of lots than that shown on the plat of **SADDLER'S WALK**.
- 4) **MINIMUM HEATED AREAS**: No dwelling shall be erected on any lot having less than two (2) bathroom and no less than 1500 square feet of heated floor area, provided that the plan include an two car attached garage. If the plans do not include an attached garage, then the dwelling shall contain a minimum of Fifteen hundred square feet (1,500) of heated floor area. If the dwelling has a second story, the first floor must have no less than seven hundred (800) square feet of heated floor area. The floor area required by this article shall not include basements, porches, verandahs, breeze ways, terraces garages, or hobby-type storage buildings. Said attached garage to have minimum of 400 square feet of area.
- 5) **BUILDING SETBACK LINES**: No building or portion of a building, including stoops, verandahs, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of **SADDLER'S WALK** referred to in the deed from Developer. Nonetheless, Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances, to give a waiver to any setback restrictions on a lot, but such waiver must be given in writing to be valid. Developer reserves the right to deny a waiver for any reason deemed appropriate in its sole discretion.
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 - A. No building or structure, whether it be the dwelling house, garage, hobby-type building or drive way shall be erected, placed or altered on any lot until the building plans, elevations, locations, specifications and driveway have been approved in writing by Developer or its nominee. If such shall not be approved or

disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed hobby-type / storage building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or its nominee.

- B. The completion of improvements upon a lot shall include the landscaping of the yard, including the grassing or sodding of the yard and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.
 - C. The front elevation of the dwelling's foundation must be a minimum of twelve (12") above the finished grade of the yard.
 - D. No garage shall open to a street unless said garage is enclosed with a door(s). Developer reserves the right to grant a waiver of variance to this provision, but only in cases where compliance creates an undue hardship as a result of the configuration of terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.
- 7) **PROHIBITED BUILDING MATERIALS:** Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or its nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or structure. Front elevation of structure must be 40 % brick, stone, stucco or hardi- bd. Vinyl siding may be used on the siding of a house or garage.
- 8) **TRAILERS AND MOBILE HOMES PROHIBITED:** Trailers and mobile homes, including typical double wide mobile homes are absolutely prohibited. Manufactured homes or other factory-built homes may be erected or installed on a lot with the prior written approval of the Developer or its nominee. Furthermore, no residence or building may be moved from another location and placed or allowed to remain on any lot. Developer retains sole discretion and authority as to such approval or disapproval. Developer is exempt from this provision with respect to paragraph 31.
- 9) **REQUIREMENTS FOR DRIVEWAYS:** All driveways shall be constructed of concrete and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Developer reserves the right and privilege, upon showing of special, unique or unusual circumstances to approve or disapprove asphalt driveway, which must be submitted in writing to the developer or its nominee.

10)

Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in fact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction/work is being done shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer.

11) **DEVELOPER'S DISCLAIMER:** DEVELOPER AND ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY OR ANY REPRESENTATION CONCERNING SAME, AND NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPERS, OR ITS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THE SUBJECT MATTER OF ANY REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. FURTHERMORE, DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL FUTURE OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.

12) **GENERAL EASEMENTS:** Developer reserves an easement Five (5) feet inside each side and twenty (20) feet at rear lot line of each lot for the installation, maintenance and repair of utilities, and /storm draining facilities. Furthermore, certain lots shall be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of **SADDLER'S WALK**. All utility service lines, including cable television, telephone, gas, electric or other utility, from existing streets shall be installed underground to any dwelling or other structure located upon a lot.

13) **SEWAGE:** Sewage disposal shall be by septic tank and constructed with the approval of the State Board of Health and appropriate county officials.

14) **FENCING:** No wire or metal fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Wooden fencing shall be permitted from the rear corner of the house to the front of the lot; provide, however, that no such wooden fence shall exceed four (4) feet in height. Coated wire, metal or wooden fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot; provided, however, that no such fence shall exceed six (6) feet in height. No fence post shall be erected upon any lot until it shall be first determined by the owner thereof that the same shall not interfere, damage or obstruct the installation of any utility. On corner lots, no fence shall be erected to

extend beyond any building or setback line shown on the plat herein above referred to on the street side of such house.

- 15) **BUSINESS ACTIVITIES PROHIBITED:** no commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of this item shall not be construed to prohibit the making of handcrafted items for occasional off premises sale.
- 16) **NUISANCES AND OFFENSIVE ACTIVITIES:** no nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted upon any lot or allowed to exist on any lot or the adjoining street or streets.
- 17) **PARKING OF BOATS AND RECREATIONAL VEHICLE:** No camping trailer, boat, boat trailer or other similar recreational vehicle or other device or equipment shall be permitted to stand on the front portion (from any front corner of the home to the street) of any lot. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot on the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Furthermore, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheeler or similar vehicles.
- 18) **PORTABLE OR METAL BUILDINGS PROHIBITED:** Portable buildings, metal storage buildings or other similar off-site constructed storage buildings are prohibited to be placed or remain on any lot, provided, however, that a hobby-type building or other storage building approval in writing by the Developer or its nominee, is permissible.
- 19) **SWING SETS:** Swing sets, sand boxes, gym sets and any other such similar devices or structures primarily for children's use and enjoyment must be located on the rear portion of a lot. Basketball goals are allowed on driveway areas or in the rear portion of any lot. No additional concrete or asphalt pad may be poured for ANY recreational use from any back corner of the home to the front property line.
- 20) **POOLS:** No above ground pools of any design may be constructed or placed on any lot. In ground pools are acceptable provided they are located on the rear portion of the lot, staying within all other guidelines and setback requirements herein stated. Any in ground pool **MUST** be enclosed with a fence (with locking gate) that complies with paragraph 13.
- 21) **NO TEMPORARY RESIDENCES:** No garage or hobby-type /storage building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- 22) **ANIMALS:** No domestic fowl, cows, hogs, mules, wild animals or any other farm animals shall be kept on any lot at any time, provided, however, household pets such

as cats and dogs may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to others.

- 23) **TRASH RECEPTACLES:** All receptacles for trash or garbage must be kept within a fence of enclosed area and hidden from view and the view from adjoining property.
- 24) **CLOTHESLINE:** All clotheslines and poles shall be installed on the rear portion (from any rear corner of the home to the rear property line) of a lot away from the street.
- 25) **SCREENING OF YARD EQUIPMENT:** Lawnmowers or other lawn maintenance equipments shall be kept in a screened or an enclosed area so as to not be visible from any street or adjoining property.
- 26) **TELEVISION ANTENNA AND SATELLITE DISHES:** A standard roof-mounted or chimney-mounted television antenna or an 18" (or smaller) satellite dish is permissible, but no other type of antenna, satellite dish or similar device for the transmission of signals of any kind shall be erected or allowed to remain on any lot without the express written permission of the Developer or its nominee.
- 27) **COMPLETION OF IMPROVEMENTS:** All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.
- 28) **COVENANT OF GOOD APPEARANCE AND REPAIR :** Each lot owner shall maintain the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer, or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner. No work shall be done without due and proper notice to the owner and allowance of a least thirty (30) days to correct specified deficiencies.
- 29) **SIGNS:** No signboards or other of any kind shall be displayed on any lot except a single "For Sale" and a builder sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use additional signs for the development of the property. The Landscape easement area shall be exempt from this provision, due to the fact that the subdivision identification signs shall be located thereon.
- 30) **MAINTENANCE OF STREET RIGHT-OF-WAY:** The owner of a lot shall be responsible for the planting and maintaining of the area from the property line(s) to the edge of the pavement curb of the street or streets upon which said lot abuts.

- 31) **FUEL TANKS:** All fuel tanks or containers shall be buried underground, or enclosed in a structure in a manner consistent with normal safety precautions and in accordance with the rule and regulations of appropriate governing bodies or agencies or the South Carolina Department of Health and Environmental Control, whichever the case may be. Any structure to be constructed for this purpose must be of acceptable appearance and approved by the Developer in accordance with its building approval procedure as above set forth.
- 32) **MAIL RECEPTACLES:** All mailboxes or other mail receptacles and their supporting structure, including the fixing of the location and height thereof, shall conform to Developer's uniform requirements. All mail receptacles shall be of the same design and each lot owner is responsible for the cost of said mail receptacle. After the installation, each owner has the responsibility of keeping same in good repair and appearance.
- 33) **TEMPORARY SALES OFFICE:** The Developer shall have the right to place or erect temporary sales offices on any lot in the development for the purpose of marketing lots.
- 34) **TERMS OF ENFORCEMENT AND AMENDMENTS:** These covenants, conditions, easements and restrictions shall be binding upon the Developer, its successors and assigns, upon all future owners, their respective heirs, successors and assigns, and all parties under them, until December 31, 2025, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning a least two-thirds (2/3) of the Lots in **SADDLER'S WALK** agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the Lots in **SADDLER'S WALK**. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change, in writing, any of the terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waive, modification or change shall substantially affect the overall plan of development.

EFFECT OF COVENANTS AND ENFORCEMENT:

Effect of Provisions of These Covenants: each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within **SADDLER'S WALK** do promise, covenant and undertake to comply with each provision of these covenants, which provisions:

- 1) Shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within **SADDLER'S WALK**, is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;
- 2) Shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal

covenant of such owner to, with and for the benefit of the Developer, and all other owners, their respective heirs, successors and assigns;

3) Shall be deemed a real covenant by the Developer for itself, its successors and assigns and also an equitable servitude, running in each case, both as to burdens and benefits, with and upon the title to each lot within **SADDLER'S WALK**.

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

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

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

34) MISCELLANEOUS:

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

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

- C. Gender, Tense, Number and Applicability of Definitions: When necessary for proper construction, the masculine form of any word used herein shall include feminine or neuter genre, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.
- D. Savings Clause: If any provision or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

35) HOMEOWNERS ASSOCIATION AND VOTING RIGHTS

A HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED BY THE DEVELOPER FOR THE PURPOSE OF ENFORCING THE WITHIN COVENANTS AT THE OPTION OF THE DEVELOPER. ASSESSMENTS TO SUPPORT PURPOSE OF THE ASSOCIATION MAY BE IMPOSED UPON THE LOT OWNERS BY VOTE OF ITS MEMBERS. THE ASSOCIATION SHALL HAVE (2) CLASSES OF VOTING MEMBERSHIP AS FOLLOWS:

CLASS A. CLASS A MEMBERS SHALL BE THOSE OWNERS DEFINED IN PARAGRAPH (E) WITH EXCEPTION OF THE DEVELOPER. CLASS A MEMBERS SHALL BE ENTITLED TO ONE (1) VOTE FOR EACH LOT IN WHICH THEY HOLD THE INTEREST REQUIRED FOR MEMBERSHIP BY PARAGRAPH 1. WHEN MORE THAN ONE PERSON HOLDS SUCH INTEREST OR IN ANY LOT, ALL SUCH PERSONS SHALL BE MEMBERS, AND THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY AMONG THEMSELVES DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY SUCH LOT.

CLASS B. CLASS B MEMBERS SHALL BE THE DEVELOPER AND SHALL BE ENTITLED TO THREE (3) VOTES FOR EACH LOT OWNED. THE CLASS B MEMBERSHIP SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP ON THE HAPPENING OF EITHER ONE OF THE FOLLOWING EVENTS, WHICHEVER OCCURS EARLIER:

A. WHEN TOTAL VOTES OUTSTANDING CLASS A MEMBERSHIP EQUALS OR EXCEEDS THE TOTAL VOTES OUTSTANDING IN CLASS B MEMBERSHIP, OR

B. JANUARY 1, 2010

HOMEOWNER'S DUES SHALL BE WAIVED FOR BUILDERS FOR A PERIOD OF 6 MONTHS AFTER SALE OF LOT BY THE DEVELOPER, THEREAFTER, MONTHLY HOMEOWNER'S ASSOCIATION DUES SHALL BE DUE AND PAYABLE BY THE LOT OWNER TO PAY FOR THE PERIODIC GRASS CUTTING AND COST OF OTHER AMENITIES AS PROVIDED FOR HEREIN.

(9)

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 21st day of

August 2006

NUKO, LLC

[Signature]
[Signature]

[Signature] Members
Owner: NUKO, LLC

MEMBERS:

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned, witness who on oath states that he/she saw the above named NUKO, LLC, Developer sign, seal and as his act and deed, deliver the within-written Protective Covenants, Conditions, Restrictions and Easements of SADDLER'S WALK, and he/she with the other witness subscribed above, witnessed the execution thereof.

[Signature]

SWORN TO and subscribed
Before me this 21st day of August, 2006

[Signature]
Notary Public for SC
MY COMM EXP - 2-24-07 10

STATE OF SOUTH CAROLINA) FIRST AMENDMENT TO DECLARATION OF
) PROTECTIVE COVENANTS, CONDITIONS,
COUNTY OF SPARTANBURG) RESTRICTIONS AND EASEMENTS OF
SADDLER'S WALK

THIS FIRST AMENDMENT ("FIRST AMENDMENT") to the Declaration of Protective Covenants, Conditions, Restrictions, and Easements of SADDLER'S WALK dated August, 21, 2006 and recorded October 16, 2006 in the Office of the Register of Deeds for Spartanburg County in Deed Book 86-Y, at Page 412, ("DECLARATION") is made this 6 day of ~~April~~ ^{June} 2011 by Nuko, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Developer":

RECITALS

1. Capitalized terms used herein shall have the meaning set out in this Amendment. Any capitalized terms used but not defined herein shall have the meaning set out in the Declaration.

2. If any term or condition of this Amendment shall conflict with any term or condition of the Declaration, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Declaration shall remain in full force and effect.

NOW, THEREFORE, the Developer declares that the Declaration is amended as follows:

1. Paragraph 1, DEFINITIONS, is hereby amended to add the following:

E. "MEMBER" shall mean and refer to every person or legal entity that holds membership in the Association by and through ownership of a Lot.

2. Paragraph 35, HOMEOWNERS ASSOCIATION AND VOTING RIGHTS, is hereby amended to add the following:

MEMBERSHIP. It is mandatory that every person or entity who is an Owner of any Lot shall be a Member of this Association. Membership shall be mandatory to and may not be separated from ownership of any Lot.

3. Paragraph 36, ASSESSMENTS, is hereby added to include the following:

A. **CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Each and every Owner of any Lot or Lots within the Association, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be personally obligated to pay to the Association:

(1) Annual Assessments or charges;

DEE-2011-21551
Recorded 11 Pages on 6/17/2011 9:16:02 AM
Recording Fee: \$17.00 Documentary Stamps: \$0.00
Office of Register of Deeds, Spartanburg, S.C.
Dorothy Earle, Register



(2) Special Assessments for capital improvements, such assessments to be fixed, established and collected from time to time for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the consent of the Owners of two-thirds (2/3) of the Lots in SADDLER'S WALK; and

(3) Association collection fees, attorney's fees and court costs incurred in collecting the Assessments, or in enforcing or attempting to enforce the Declaration, By-Laws, and the Architectural Guidelines and Regulations established or amended by the Developer or the Board of Directors, when empowered.

B. Annual and Special Assessments, together with such interest thereon, and other costs of collection, including the Association's collection fees, attorney's fees and court costs shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which such Assessments are levied. Owners of any Lot shall share in the obligation of any other Owner of that Lot and shall be jointly and severally liable for any Assessments, the costs of collection, attorney's fees and court costs attributable to that Lot.

C. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Assessments shall constitute a lien against the Lots. The Association may bring an action at law against the delinquent Owner to foreclose the lien against the Lot in the same manner as a foreclosure of a mortgage, and interest, costs and attorney's fees of such action or foreclosure shall be added to the amount of the assessment due and owing. No Owner may waive or otherwise escape liability for assessments provided for herein by not using the Common Areas or by abandoning Owner's Lot.

D. SUBORDINATION OF THE LIEN TO THE MORTGAGES. The liens provided herein shall be subordinate to the lien of any mortgage on a Lot or any mortgage of the Developer. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments against such Lot as to payments which became due prior to such sale or transfer pursuant to mortgage foreclosure. No sale or transfer shall relieve the purchase of such Lot from liability for any assessments thereafter becoming due.

4. **Paragraph 37, RULES AND REGULATIONS, is hereby added to include the following:**

The use of any Lot or Common Area shall be subject to the Regulations promulgated from time to time by the Developer or the Board of Directors, when empowered. The Developer may, from time to time adopt, amend, change, modify or eliminate any Regulation and may waive any violation of the Regulations, in its sole discretion, without notice to the Owners. So long as the Developer owns a Lot in the Association, Developer may: delegate, temporarily or for the period that these rights are reserved to the Developer, the rights set out herein; amend the Regulations of the Association; veto any modification to the Regulations proposed or implemented by the Association; override any attempt by the Association to enforce or implement the Regulations; and require the Association to enforce and implement any provisions of the Regulations. These

Regulations may be enforced by the imposition of fines as provided for in Paragraph 38 herein in addition to any other right or remedy available under the Declaration, By-Laws, Architectural Guidelines, as well as remedies provided in law and in equity.

5. Paragraph 38, ASSESSMENT FOR NONCOMPLIANCE, is hereby added to include the following:

In the event of a violation or breach of the Declaration, By-Laws, Architectural Guidelines, and/or Rules and Regulations for the Association, the Developer or Board of Directors, when empowered, shall have the right to levy fines. Said fines shall constitute a lien on the property as provided in Paragraph 36, A. It is expressly agreed that the Developer or Board of Directors, when empowered, shall have the right to levy and assess fines for violation of the Declaration, By-Laws, Architectural Guidelines, and Regulations covering the use of any Lot or Common Area.

6. Paragraph 39, ANNEXATION, is hereby added to include the following:

Subject to the approval of the owner thereof, the developer may annex real property other than that described in the plat entitled "SADDLER'S WALK" recorded in Plat Book 160, Page 500 in the Office of the Register of Deeds for Spartanburg County. Annexation shall be accomplished by filing of record in the public records in Spartanburg County a Subsequent Amendment describing the property being annexed.

Therefore, the above are annexed into the Declaration and become a part hereof.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its proper officers and its corporate seal to be affixed thereto on the day and year first above written.

[Handwritten signatures]

Nuko, LLC

By: *[Handwritten signature]*

Its: *Member Nuko, LLC*

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

I, the undersigned Notary Public for South Carolina, do hereby certify that Nuko, LLC. by and through its Member, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

DEE398 R P6031

Witness my hand and seal this 6th day of June, 2011.

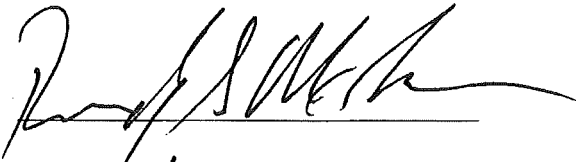
Justie M. Betenbaugh


Notary Public for South Carolina

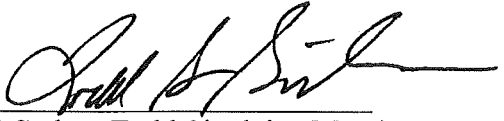
My Commission Expires: 10-28-15

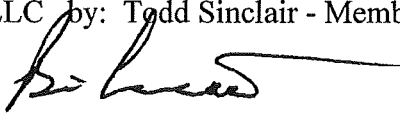
IN WITNESS WHEREOF, the undersigned have set their hands and seals this
21 day of May, 2011.

Saddlers Walk Lot No.: 6, 7, 11, 12, 13, 14, 15, 16,
17, 20, 27, 28, 29, 30, 31, 32, 34, 35
36, 37, 39, 40, 41, 42, 43, 45,





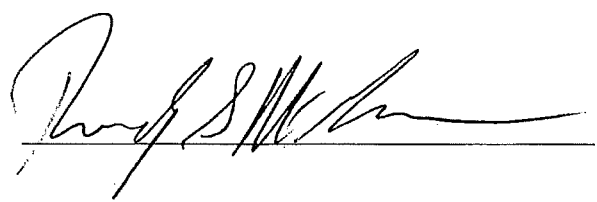


NUKO, LLC by: Todd Sinclair - Member


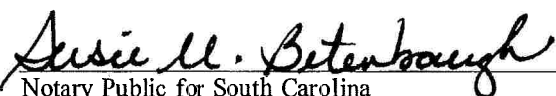
STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that
(s)he was present and saw the within named, seal and as (his/her) act and deed deliver the
within written instrument and that (s)he with the other witness subscribed above
witnessed the execution thereof.



Sworn to before me this 16th day of June, 2011



Notary Public for South Carolina
My Commission Expires 10.28.16

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 24 day of July, 2011.

Saddlers Walk Lot No. 18

[Signature]
[Signature]

[Signature]
Sinclair Custom Homes

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

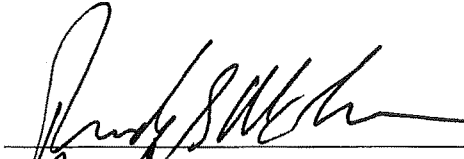
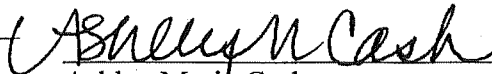

[Signature]

Sworn to before me this 10th day of June, 2011

[Signature]
Notary Public for South Carolina
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this
2nd day of May, 2011.

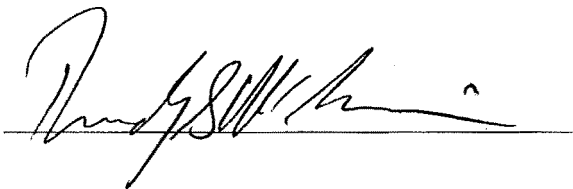
Saddlers Walk Lot No. 19



 Ashley Marie Cash


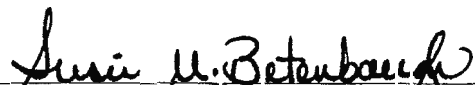
STATE OF SOUTH CAROLINA)
)
 COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that
 (s)he was present and saw the within named, seal and as (his/her) act and deed deliver the
 within written instrument and that (s)he with the other witness subscribed above
 witnessed the execution thereof.



Sworn to before me this 6th day of June, 2011


 Linn U. Betenbaugh
 Notary Public for South Carolina
 My Commission Expires: 10.28.15

24 IN WITNESS WHEREOF, the undersigned have set their hands and seals this day of May, 2011.

Saddlers Walk Lot No. 33

[Signature]
[Signature]

Dale G. Peavy
Dale G Peavy
Peavy, (Ph) R.P.

[Signature]
[Signature]

Roberta J. Peavy
Roberta T Peavy
Peavy (Ph) R.P.

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

[Signature]

Sworn to before me this 24th day of June, 2011

Austin M. Betenbaugh
Notary Public for South Carolina
My Commission Expires: 10-28-15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this
24 day of ~~July~~, 2011.

Saddlers Walk Lot No. 1 & 2

[Signature]
[Signature]

Merle E Deener
Merle E Deener

[Signature]
[Signature]

Kaye F Deener
Kaye F. Deener

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.

[Signature]

Sworn to before me this 6th day of June, 2011

Ausie M. Betenbaugh
Notary Public for South Carolina
My Commission Expires: 10.28.15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 24 day of May, 2011.

Saddlers Walk Lot No. 3.

[Signature]
[Signature]

[Signature]
Daniel F Meadows

[Signature]
[Signature]

[Signature]
Julie D Meadows

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.


[Signature]


Sworn to before me this 6th day of June, 2011

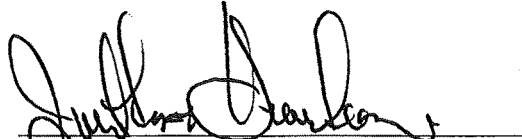
[Signature]
Notary Public for South Carolina
My Commission Expires: 10.28.15

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 25 day of May, 2011.

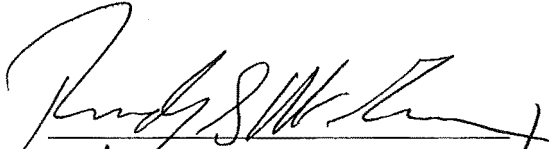
Saddlers Walk Lot No. 25

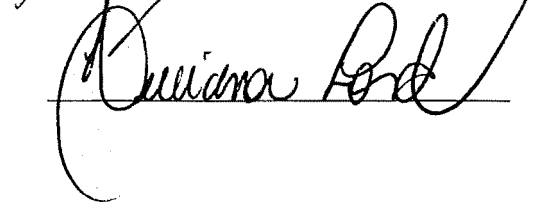


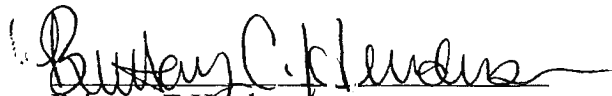




Jonathan P Henderson





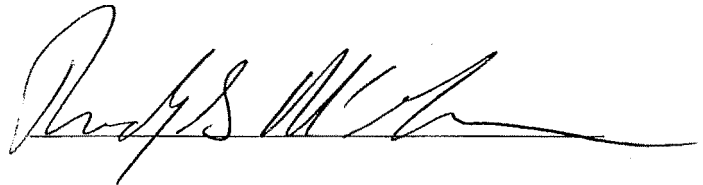


Brittany E Henderson


STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he was present and saw the within named, seal and as (his/her) act and deed deliver the within written instrument and that (s)he with the other witness subscribed above witnessed the execution thereof.



Sworn to before me this 6th day of June, 2011



Notary Public for South Carolina
My Commission Expires: 10-28-15

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG) SECOND AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
SADDLER'S WALK

THIS SECOND AMENDMENT ("SECOND AMENDMENT") to the Declaration of Protective Covenants, Conditions, Restrictions, and Easements of SADDLER'S WALK dated August 21, 2006 and recorded October 16, 2006 in the Office of the Register of Deeds for Spartanburg County, SC in Deed Book 86-Y, Page 412 (the "DECLARATION") is made this 13th day of March, 2018.

WHEREAS the DECLARATION was recorded by the original developer, Nuko, LLC; and

WHEREAS the DECLARATION was first amended by instrument recorded in the ROD Office for Spartanburg County, SC in Deed Book 98-R, Page 028, on June 17, 2011 (the "FIRST AMENDMENT"); and

WHEREAS the undersigned, Piedmont Investment Group, LLC, succeeded to all rights, title, and interest of Nuko, LLC as Developer, as defined in the DECLARATION, as evidenced by that certain deed recorded in Deed Book 107-E, Page 096 on October 1, 2014; and

WHEREAS the Developer has the right to annex additional real property into Saddler's Walk pursuant to paragraph 39 of the DECLARATION (see FIRST AMENDMENT, page 3, para. 6), with the approval of the owner of the real property to be annexed; and

WHEREAS Piedmont Investment Group, LLC, as Developer, desires to annex additional real property into Saddler's Walk; and to that end desires to provide for the preservation of values and amenities of the community as a whole; and

WHEREAS the additional real property to be annexed is either: a) owned by Developer on the date hereof; or b) has already been specifically encumbered by the DECLARATION and FIRST AMENDMENT by deed(s), the delivery and acceptance of which evidence(s) the owner(s) consent(s);

THEREFORE KNOW ALL MEN BY THESE PRESENTS that the undersigned Developer hereby annexes the following real property into Saddler's Walk, and subjects said property to all of the covenants, conditions, restrictions and easements contained within the DECLARATION and the FIRST AMENDMENT:

All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated on FINAL PLAT FOR SADDLER'S WALK PHASE 2 for Developer: Piedmont Investment Group, LLC, by Souther Land Surveying dated August 8, 2017 and recorded in the ROD Office for Spartanburg County, SC in Plat Book 173, Page 619, including, but not limited to, Lots 46 through 92 inclusive as shown thereon.

DEE-2018-10855



DEE BK 118-Y PG 301-302

Recorded 2 Pages on 03/14/2018 01:20:23 PM

Recording Fee: \$10.00

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

Dorothy Earle, Register Of Deeds

This being a portion of property conveyed to Piedmont Investment Group, LLC by deed of CBNA-SC, LLC dated September 30, 2014 and recorded in the ROD Office for Spartanburg County, SC in Deed Book 107-E, Page 096.

IN WITNESS WHEREOF, the Developer has executed this instrument on the date first written above.

Gordon J Ray
Witness 1

Debra P Dube
Witness 2

DEVELOPER: Piedmont Investment Group, LLC

BY: Jeffrey H. Smith (S.F. AL.)

Jeffrey H. Smith (print)
Its: member (title)

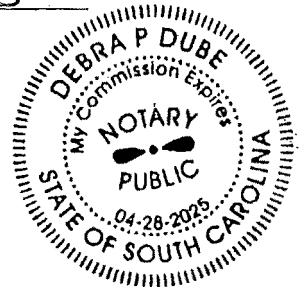
STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF SPARTANBURG

I, Debra P. Dube, a Notary Public for the State above referenced, do hereby certify that Piedmont Investment Group, LLC, by and through the above signed individual in the capacity indicated, personally appeared before me and acknowledged the due execution of the foregoing instrument this 13th day of March, 2018.

Debra P Dube (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 4/28/25



STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG) THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF SADDLER'S WALK

WHEREAS that certain Declaration Of Protective Covenants, Conditions, Restrictions And Easements Of Saddler's Walk was recorded in the ROD Office for Spartanburg County, SC in Deed Book 86-Y, Page 412, on October 16, 2006 (the "Declaration"); and

WHEREAS the Declaration was thereafter amended as recorded: a) in Deed Book 98-R, Page 28, on June 17, 2011; and b) in Deed Book 118-Y, Page 301, on March 14, 2018 (collectively the "Amendments"); and

WHEREAS Piedmont Investment Group, LLC is the Developer ("Developer") as defined in the Declaration and the Amendments pursuant to that deed recorded in Deed Book 107-E, Page 96 on October 1, 2014; and

WHEREAS Developer remains in control of the Saddlers Walk Homeowners Association Inc. (HOA) as of the date hereof; and

WHEREAS Developer now desires to adopt Bylaws to govern the meetings, business, and activities of the HOA;

THEREFORE KNOW ALL MEN BY THESE PRESENTS that the Bylaws attached hereto as Exhibit A are hereby adopted to govern the meetings, business, and activities of the HOA.

Gordon J. Ray
witness 1
Debra P. Dube
witness 2

DEVELOPER: Piedmont Investment Group, LLC
By: Jeffrey H. Smith
Jeffrey H. Smith, Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG) ACKNOWLEDGMENT

I, Debra P. Dube, a Notary Public for the State of South Carolina, do hereby certify that Piedmont Investment Group, LLC, by and through Jeffrey H. Smith as its Member, personally appeared before me and acknowledged the due execution of the foregoing instrument this 9th day of January, 2019.

Debra P. Dube
Notary Public For South Carolina
My Commission Expires: 4-28-25
Printed Name of Notary: Debra P. Dube

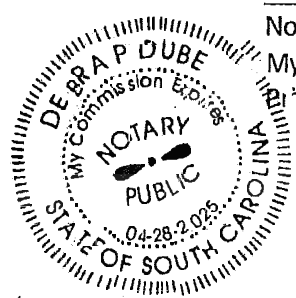


EXHIBIT A

BY-LAWS OF THE DUNNSMORE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I: NAME AND LOCATION

These are the By-Laws of the Saddlers Walk Homeowners Association Inc. hereinafter referred to as the "Association." The principal office of the Association shall be located at: 8499 Valley Falls Road, Boiling Springs, SC 29316; but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors from time to time.

ARTICLE II: DEFINITIONS

The capitalized terms used herein shall have the same meaning as the defined terms set out in the Declaration Of Protective Covenants, Conditions, Restrictions And Easements Of Saddler's Walk recorded in the ROD Office for Spartanburg County, SC in Deed Book 86-Y, Page 412, on October 16, 2006 (the "Declaration"); the amendments thereto (the "Amendments") recorded in Deed Book 98-R, Page 28, on June 17, 2011, and in Deed Book 118-Y, Page 301, on March 14, 2018; and any other and further amendments adopted and recorded thereafter from time to time; said Declaration and Amendments being incorporated herein as fully as if set forth here verbatim.

ARTICLE III: PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the Lots and the Common Areas within the Property described in the Declaration, and to promote the health, safety and welfare of the residences within the Community and any additions thereto as may hereafter be brought within the jurisdiction of the Association, and for this purpose to:

- (a) Exercise all of the powers and privileges and to perform, or delegate to an appropriate person or entity the authority to perform, all of the duties and obligations of the Association, including the establishment and amendment of the Regulations of the Association and the use and maintenance of the Common Areas;
- (b) Fix, levy, collect and enforce payment by any lawful means all Assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith; and pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property including, but not limited to the Common Areas, as determined advisable by the Board of Directors;
- (d) Borrow money, mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property including, but not limited to the Common Areas, as security for money borrowed or debts incurred upon arrival by the affirmative casting of two-thirds (2/3) of all the votes of the Association;

- (e) Participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional residential property and Common Areas, provided that any such merger, consolidation, or annexation shall have the assent of Members of the Association controlling a majority of all votes of the Association, provided, however, that this shall not affect the right of the Developer to add additional Property to the Community and Association as set out in the Declaration;
- (f) Make, by decision of the Board of Directors, and subject to applicable law, any election of a fiscal year for the Association, as the Board of Directors shall determine from time to time;
- (g) To have and exercise any and all powers, rights, and privileges which a nonprofit corporation organized under the South Carolina Nonprofit Corporation Act of 1994, as amended from time to time (the "Act") may by law now or hereafter have or exercise including the right to enter into agreements with other Associations and entities for the management and maintenance of Common Areas of such Associations or entities;
- (h) Notwithstanding the purposes and powers of the Association enumerated above, the Association, after passage of control to the Owners by recorded assignment as set forth in the Declaration, shall not enter into, either directly or indirectly, contracts or leases with the Developer (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control in accordance with the Declaration, upon not more than ninety (90) days notice to the other party to the said contract or lease.

ARTICLE IV: MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held at a time, date, and place established by the Developer within twelve (12) months after assignment of the Developer rights to the Association. Such assignment will be recorded in the Office of the Register of Deeds in Spartanburg County. Subsequent annual meetings of the Members shall be held at a time, date and place established by the Board of Directors each year so long as no annual meetings of the Members shall be scheduled on a legal holiday.

Section 2. Special Meetings. Special Meetings of the Members may be called at any time by the Developer, or by the President of the Board of Directors. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting.

Section 3. Notice of Meetings. Written notice specifying the place, day and hour of the meeting of the Members, and, in the case of the special meeting, also specifying the purpose of each meeting and the description of the matter for which the meeting was called, shall be given by any fair and reasonable manner. The mailing of a copy of such notice of a special or annual meeting by first class mail or registered mail, postage prepaid, at least ten (10) days (or if notice is mailed by other than first class or registered mail, at least thirty (30) days) and not more than sixty (60) days before such meeting date to each Member entitled to vote at the meeting, including the Developer, addressed to the Members' 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. The notice requirement may be waived by a Member before or after the date and time of the meeting as stated in the notice. The waiver must be in writing, be

signed by the Member and be delivered to the Association for inclusion in the minutes of the meeting, except that the attendance of a Member at a meeting waives notice unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. Also, an Emergency Meeting may be called with a twenty-four (24) hour notice to those Members entitled to vote, upon the unanimous vote of the Association's Board in the event an issue requires the immediate attention of the Members of the Association. If a meeting of Members is adjourned to a different date, time, or place, notice need not be given of the new date, time or place, if (1) the new date, time, or place is announced at the meeting before adjournment and (2) the record date fixed pursuant to Section 9 of this Article for the adjourned meeting is not changed for the new meeting (either voluntarily by the Board or as required under the Act).

Section 4. Quorum. The presence at a meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members present shall have power to adjourn the meeting from time to time, without notice as long as the requirements of Section 3 of this Article are met. The quorum at the new meeting shall be reduced to five percent (5%) of each Class of Members.

Section 5. Proxies. Votes may be cast in person or by proxy. All appointment of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact and filed with the Secretary prior to the vote being taken at the meeting in the case of a vote that is taken at a scheduled meeting (or such other time set out on the appointment form or meeting notice) and by the deadline established by the appropriate notification of a vote to be taken in any other manner. Except as otherwise allowed herein or by written authorization of the Board of Directors of the Association, no appointment form shall confer on the proxy a broader authority than to vote on the matter(s) or at the meeting(s) than is defined on the appointment form. Every proxy shall be revocable at the pleasure of the Owners issuing it, up to the time that the vote for which it was issued is cast and shall automatically cease upon conveyance by the Owners of that Lot, the Member attending any meeting and voting in person, the Member signing, and delivery to the Secretary in writing revoking the appointment, or upon receipt of notice by the Secretary or the officer or agent authorized to tabulate the vote prior to the proxy casting vote of the death of the Member.

Section 6. Parliamentary Rules. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these By-Laws or with the statutes of the State of South Carolina.

Section 7. Failure to Hold Meetings. The failure to hold an annual or regular meeting at a time stated in or fixed in accordance with these By-Laws does not affect the validity of a corporate action.

Section 8. Authorization to Vote and Notice by Owner. It shall at all times be the responsibility of any Lot Owner to keep current with the Association, the name and address of the person

authorized to cast the vote assigned to that Lot and to receive notification from the Association as to any meetings which the Association may be required to send. Proof of the authority to receive notice and to vote shall be presented to the Association in the form of a certificate signed by the Owner of the Lot. Such certificate shall be deemed valid until revoked by a subsequent certificate.

Section 9. Record Date. The Board of Directors shall set the record date for determining the Members entitled to notice of a Members meeting; to vote at a Members meeting; and to exercise any rights in respect of any other lawful action. The record date shall not be more than seventy (70) days before the meeting or action requiring a determination of the Members occurs.

Section 10. Voting Requirements. Unless otherwise required in these By-Laws, the Declaration, the Articles of Incorporation, or the law, the affirmative vote of the votes represented and voting, which affirmative vote also constitutes a majority of the required quorum, is the act of the Members.

Section 11. Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter and the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at the meeting.

ARTICLE V: BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number & Types. The affairs of this Association shall be managed by a Board of not less than three (3) Directors; provided, however, that until assignment of the Developer rights to the Association by recorded instrument, all Directors shall be appointed by the Developer unless the Developer voluntarily waives its appointment power and authorizes the Association to elect Directors in accordance with these ByLaws. At any time the Developer, until the assignment of the Developer rights to the Association by recorded instrument, or the Association thereafter by the affirmative vote of a majority (51%) of all of the Members' votes, may increase or decrease the number of Directors of the Association so long as there are never less than three (3) Directors at any given point, and so long as the rest of the terms of these ByLaws are adhered to. Directors appointed by the Developer need not be Members of the Association. All Directors elected after the Developer assigns his rights by recorded instrument must be Members in good standing with the Association in order to seek election to, or continue to hold a position on, the Board of Directors.

Section 2. Term of Office. At the first annual meeting after the assignment of the Developer's rights, the Members will elect three (3) Directors for terms in accordance with Article VI, Section 2 of these By-Laws.

Section 3. Removal. At any time, any Director(s) appointed by the Developer may be removed from the Board, with or without cause, by the Developer by giving written notice of removal to

the Director and either the presiding officers of the Board of Directors or the Association President or Secretary. Any Director(s) elected by the Association may be removed from the Board of Directors, with or without cause, by the affirmative casting of a majority (51%) of all of the votes of the Association. Any Director(s) who is a Member and who is not in good standing with the Association, or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the Chairman of the Board of Directors or other person(s) authorized to do so), may be immediately removed from the Board of Directors by the remaining Board members and replaced in accordance with these By-Laws. In the event of death, resignation, or removal of a Director, a successor shall be selected by the Developer, if that Director was appointed by the Developer, or the remaining Members of the Board of Directors, if elected by the Members of the Association and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive Compensation for performance of their duties as a board member.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of a majority (51%) of the Directors, which shall represent a quorum. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6. Reversal of Board of Directors. A decision of the Board of Directors, an officer or a committee of the Association may be reversed or modified by the Developer as long as the Developer owns any portion of the Property.

ARTICLE VI: NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Except where Directors are appointed or replaced by the Developer or the Board of Directors, nomination for election for the Board of Directors shall be made by a Nominating Committee or as specified in guidelines set forth by the Board of Directors. For purposes of the first Annual Meeting after the assignment of the Developer rights to the Association by recorded instrument, the Nominating Committee, when created, shall consist of a Chairman and at least two (2) more Members of the Association. For purposes of all subsequent Annual Meetings, at least one member of the Nominating Committee shall be a member of the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors. Members of the Nominating Committee shall serve from the close of the annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Unless agreed to otherwise by the affirmative vote of a majority (51%) of Members entitled to vote and present at the meeting, election to the Board of Directors shall be by secret ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these By-Laws and the Declaration. At the first annual meeting after the Developer assigns his rights by

recorded instrument, the Members shall elect three (3) Directors, each for a term of one year; and at each annual meeting thereafter, the Members shall elect successor Directors for terms of one year. The term of any Director shall be automatically extended and shall not expire until the annual meeting at which a successor for that Director is elected. The person(s) receiving the largest number of votes shall be elected. If no nominee(s) are nominated pursuant to these ByLaws, that (or those) Director(s) shall be appointed by the current Board of Directors of the Association. Cumulative voting, voting more than one (1) time for any Director, is not permitted under any circumstances.

ARTICLE VII: MEETING OF DIRECTORS

Section 1. Regular Meetings. Until the assignment of the Developer rights to the Association by recorded instrument, regular meetings of the Board of Directors shall be held at dates, times and places and as frequently as is deemed prudent by the Developer. Upon the assignment of the Developer rights to the Association by recorded instrument, regular meetings of the Board of Directors shall be held quarterly, or more frequently, and at dates, times and places determined by a majority (51%) of the Board of Directors. Without the approval of all of the Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.

Section 2, Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or any two (2) Directors, after not less than two (2) days notice is given, either personally, by mail, or by telephone, to each Director, unless waived in writing signed by the Director or by attendance of the meeting without objection or participation.

Section 3. Quorum. A majority (51%) of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision authorized by a majority (51%) of the Directors either by written consent or when present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE VIII: POWERS, DUTIES AND REQUIREMENTS OF THE BOARD OF DIRECTORS

Section 1. Powers, Following assignment of the Developer rights to the Association by recorded instrument, the Board of Directors shall have the power, but not the obligation, to perform such duties as authorized by the Declaration, to include, but not be limited, to:

- (a) Adopt, amend and publish the Architectural Guidelines for the Community and Regulations of the Association governing the Common Areas and facilities thereon and the personal conduct of the Members and their guests upon the entire Community, and to establish Assessments for the infraction thereof;
- (b) Suspend the voting rights, the right to use the recreational facilities on the Common Areas, and the services provided by the Association, including without limitation architectural review services, of a Member during any period in which each Member shall be in default in the payment of any Assessment levied by the Association or for any other violation of the Declaration, the Architectural Guidelines, or the Regulations;

- (c) Exercise for the Association of all of the powers, duties, and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member (1) is absent from three (3) consecutive regular meetings of the Board of Directors unless such absence shall have been excused by the Chairman of the Board of Directors or other person(s) authorized to do so, or (ii) is otherwise not in good standing as a Member of the Association, including without limitation failure to pay Assessments when due;
- (e) Employ a manager, an independent contractor, Treasurer of the Association or such other employees as they may deem necessary, to prescribe their duties and;
- (f) Levy Assessments and to collect from the Members all costs of collection, including but not limited to court costs and reasonable attorney fees, for all infractions of the Association's Regulations, the Architectural Guidelines, the Declaration, Articles of Incorporation or these By-Laws.
- (g) Delegate, in part or in total, to any employee, agent, director, officer, contractor, manager or other appropriate entity, any power or authority given to the Board of Directors by the Declaration or these By-laws.

Section 2. Duties. It shall be the responsibility of the Board of Directors to:

- (a) Comply with the requirements of the Act regarding Annual Meetings;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) Perform such other duties as required by the Declaration, the Articles of Incorporation or the By-Laws.
- (d) Take legal action where it is deemed prudent and to be in the best interest of the Association by the Board of Directors, including without limitation foreclosure of the lien against any Lot for which Assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owners personally obligated to pay the same as provided in the Declaration, or both;
- (e) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. At all times the Association records with respect to payments made or due shall be deemed correct unless proper documentation to the contrary can be produced. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment. A reasonable charge may be made by the Board for the issuance of these certificates;
- (f) Procure and maintain liability and hazard insurance on property owned by the Association in amounts established by the Board of Directors in its sole discretion and with insurance companies licensed to do business in South Carolina with a Best rating of AA or better;
- (g) Cause and pay for all officers or employees having fiscal responsibilities to be bonded, if and as it may be deemed appropriate by the Board of Directors;
- (h) Cause the Common Areas to be maintained.

Section 3, Requirements: The Board shall not be authorized or obligated to initiate, and the Association shall not initiate, any judicial or administrative proceeding unless first approved by a seventy-five percent (75%) affirmative vote of the entire Association Membership, except that no such approval shall be required for actions or proceedings: (1) initiated to enforce the provisions of the Declaration, these By-Laws, Architectural Guidelines, or Regulations; (2) initiated to challenge property taxation or condemnation proceedings; (3) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it. This Section 3 of Article VIII of these By-Laws shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

ARTICLE IX: OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board of Directors from time to time by resolution create.

Section 2. Appointment of Officers. All officers shall be appointed by the Board of Directors.

Section 3. Term. Officers of this Association shall be appointed annually by the Board, and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by a majority (51%) vote of the Board of Directors. Any Officer may resign at any time giving written notice to the Board of Directors, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person, otherwise no office may be held by the same person during the same time period. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

- (a) President. The President shall preside at all meetings of the Board of Directors; see that the orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, promissory notes, deeds and other written instruments and shall be authorized, along with the

Treasurer and other authorized parties, to sign on all checking accounts. If any vote of the Board results in a tie, the President shall cast the tie-breaking vote.

- (b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep any corporate seal obtained by the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing Members of the Association together with their addresses, authenticate the records of the Association and shall perform such other duties as required by the Board.
- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by Resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; and keep proper books of accounts.

ARTICLE X: COMMITTEES AND ARCHITECTURAL CONTROL AUTHORITY

Following assignment of the Developer rights to the Association by recorded instrument, the Association's Board of Directors by majority vote shall have the option to appoint an Architectural Control Authority for the Community. In addition, the Board of Directors shall have the option to appoint other committees as deemed appropriate in carrying out its purpose, including the establishment of a Nominating Committee as required herein. Compensation for committee members and for any employees of the Association assigned to or hired by these committees shall be fixed or approved by the Board of Directors of the Association.

ARTICLE XI: BOOKS, RECORDS, AND PUBLICATIONS

The books, records, publications, and papers of the Association shall at all times, during reasonable business hours, or other reasonable circumstances, and preferably by appointment, be subject to inspection by any Member. Upon reasonable notice to the Association or its designated manager, the Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies of the governing documents addressed in this paragraph may be purchased at a reasonable cost.

Upon written request, and pursuant to the Act, any Member shall be entitled to inspect the latest financial statements and accounting records of the Association.

ARTICLE XII: FUNDS AND BONDS

Section 1. Payments and Depositories All monies collected by the Association shall be treated as the separate property of the Association and such monies may be applied by the said Association to the payment of any of the expense of operating and managing the Association, or to the proper undertaking of all acts and duties imposed upon it by virtue of these By-Laws,

the Articles of Incorporation and the Declaration. As the moneys for any Assessment is paid unto the Association by any Owner of a Lot the same may be commingled with the monies paid to the Association by the other Owners of Lots. All funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of the Common Areas, shall be held for the benefit of the Members of the Association.

The depository of the Association shall be such bank or other Federally Insured depository as shall be designated from time to time by the Board of Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall have the option, in its sole discretion and without notice to the Members, to replenish (in whole or in part) or not to replenish said reserve account(s).

Section 2, Bonds. At the discretion of the Board of Directors, fidelity bonds shall be required on all members of the Board of Directors, the Officers of the Association and any other persons, employees or entities handling or responsible for the funds of the Association. The amounts of such bonds shall be determined by the Directors, but if it is determined that bonds are to be obtained, they shall be at least equal to the amounts to be handled at any point by that person or entity. Unless verification that the bonds have been provided by such person or entity is obtained by or provided for the Board of Directors, the premiums for these bonds shall be paid by the Association as a common expense.

ARTICLE XIII: CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the name of the Association.

ARTICLE XIV: AMENDMENTS

Section 1. Except as otherwise required herein, by law, by the Declaration or by the Articles of Incorporation of the Association, these By-Laws may be amended by the affirmative casting of a majority (51%) of votes of the Board of Directors at anytime following assignment of the Developer rights to the Association by recorded instrument. Without limiting the foregoing, the Board of Directors, and for so long as the Developer owns any portion of the Property, the Developer, shall, at any time and from time to time as they see fit, have the right to cause this document to be amended to correct any clerical or scrivener's error(s) or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time.

Section 2. In addition to any other right to amend as set out herein, as long as the Developer owns any portion of the Property the Developer may amend and/or restate these By-Laws without the consent of the Owners, their mortgagees, or the Association. Subject to the Declaration and these By-Laws, every purchaser or grantee of any Lot or Common Area now

and hereafter, by acceptance of a deed or other conveyance thereof, agrees that the By-Laws may be amended as provided herein.

ARTICLE XV: MISCELLANEOUS

Section 1. In case of any conflict with the provisions of the South Carolina Non-profit Corporation laws, such laws shall control. Such laws are incorporated herein by reference as if fully set out herein.

Section 2. Subject to the right of the Board to set or a ruling by the Internal Revenue Service, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date the Association is incorporated.

Section 3. The Association shall indemnify an individual made a party to a proceeding because the individual is or was a Director or officer, against liability incurred in the proceeding if the individual complies with the requirements of the Act and shall pay for or reimburse the reasonable expenses incurred by the director or officer who is a party to a proceeding in advance of final disposition of the proceeding if the director complies with the terms of the Act.

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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-T PG:436-439

STATE OF SOUTH CAROLINA

SADDLERS WALK HOMEOWNERS
ASSOCIATION, INC

COUNTY OF SPARTANBURG

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

1. ASSESSMENT FOR NON-COMPLIANCE
POLICY

CROSS REFERENCE: *DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF SADDLER'S WALK, recorded in Book 86-Y Page 412.*

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, Restrictions and Easements of Saddler's Walk was recorded on October 16, 2006 in the Office of the Register of Deeds for Spartanburg County in Deed Book 86-Y at Page 412 (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, Saddlers Walk Homeowners Association, Inc. is the Homeowners Association for Saddler's Walk subdivision; and

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

1. Assessment for Non-compliance Policy, attached as **Exhibit "A"**

IN WITNESS WHEREOF, Saddlers Walk Homeowners Association, Inc. has by its duly authorized officer set its hand and seal this 20th day of December, 2023.

[SIGNATURE PAGE TO FOLLOW]

SIGNED SEALED AND DELIVERED
in the presence of:

Martina Odell
(witness #1)
Christy Burt
(witness #2)

SADDLERS WALK HOMEOWNERS
ASSOCIATION, INC.

By: Brian Miller (L.S.)

Print Name: Brian Miller

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Brianna Bridges, Notary Public for the State of South Carolina, do hereby certify that Saddlers Walk Homeowners Association, Inc. by Brian Miller, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20th day of December, 2023.

Brianna Bridges
Notary Public for South Carolina
My Commission Expires: 12/22/2025

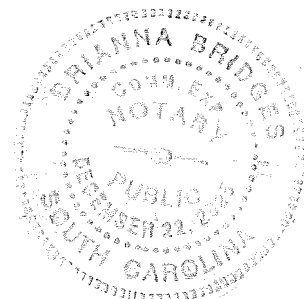


EXHIBIT "A"

STATE OF SOUTH CAROLINA) ASSESSMENT FOR NON-COMPLIANCE
) ENFORCEMENT POLICY FOR SADDLERS WALK
 COUNTY OF SPARTANBURG) HOMEOWNERS ASSOCIATION, INC.

Assessment for Non-Compliance Enforcement Policy**Authority:**

Pursuant to Paragraph 38 of the Declaration of Protective Covenants, Conditions, Restrictions and Easements of Saddler's Walk ("Declaration"), the Board of Directors shall have the right to levy and assess fines for violation of the Declaration, By-laws, Architectural Guidelines, and Regulations covering the use of any Lot or Common Area ("Governing Documents").

Pursuant to Paragraph 36(A) of the Declaration, each and every Owner of any Lot or Lots within the Association, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (such as the property was gifted or conveyed for anything of value), shall be personally obligated to pay to the Association: 1) Annual Dues, 2) Special Assessments, 3) Association Collection Fees.

This Assessment for Non-Compliance Enforcement Policy ("Policy") is created by the 2023 Saddlers Walk Board of Directors ("Board"), pursuant to the authority granted by the Declaration. The purpose of this Policy is to supplement the Declaration, and provide an equitable and effective process to compel compliance with the Declaration, which is a condition of Lot ownership in Saddlers Walk. The Board is empowered and obligated to impose certain rules and obligations, and levy fines and assessments, in the fulfillment of its duty. The Declaration gives the Board the authority to enforce the Governing Documents, and hold accountable the Owners for compliance therewith. This duty is authorized in the Declaration (including but not limited to), Paragraph 36, Paragraph 38, and Article VIII Section 1(a), Section 2(d), Section 2(e) of the Bylaws.

Should there be any conflicts between this Assessment for Non-Compliance Enforcement Policy and the Declaration, the Declaration shall control.

Administrative Process

Whereas the Home Owners Association Board serves the Owners of the Saddlers Walk neighborhood, potential Rules Violations observed and imaged by any Association member in the Saddlers Walk community, are encouraged to submit a Complaint to the Manager through their website. The Complaint will be investigated by the Board as soon as possible after the complaint information and images are forwarded to the Board from the Manager. A prompt reply from the Manager, confirming receipt, shall be communicated to the originator of the complaint. If

enforcement actions are warranted as determined by the Board, the remedy process will follow this Enforcement Policy.

Notification

First Notice: After Board investigation of the submitted complaint, the Owner of the non-compliant Lot shall be provided (by US mail) written notice and image(s) of the violation in the form of an official letter from the Manager. This first written notice shall describe the nature and date and image(s) of the violation including the Declaration paragraph being enforced, and provide time frame (determined by the Manager's process) at which the violation can be remedied without assessment.

After a written notice is presented, at such time when the Lot is brought into compliance, the Owner should notify the Manager immediately to avoid further enforcement actions.

Second Notice: If the violation, as confirmed by the Board, is not remedied within the time frame referenced in the First Notice, the Owner will be provided (by US mail) a second written notice of the violation. This notice shall provide the Owner with a time frame (determined by the Board) to resolve the violation, and inform the Owner of the date that an Assessment of Non-Compliance (fine) will be imposed if the non-compliance is not remedied.

Third Notice: If the non-compliance, as confirmed by the Board, is not remedied by the due date provided in the Second Notice, a third written notice will be sent by the Manager to the Owner, along with a Bill, informing the Owner that the applicable Non-Compliance Fine has been levied in the amount of \$40. This notice will further inform the Owner that every additional 10-day period of non-compliance will impose an accumulating Non-Compliance fine of \$100, and inform the Owner that every 10 days, a notice will be sent with a bill of an additional \$100 until the non-compliance is remedied.

Nothing in this Policy shall limit or supersede any provisions of the Declaration, including but not limited to any enforcement remedies contained within.

ADOPTED this 20th day of December, 2023, ("Effective Date"), by the unanimous vote of the then current Board of Directors of Saddlers Walk Homeowners Association, Inc.