

regulation, or use than required herein, then the terms, conditions, and requirements of such more stringent zoning or subdivision law, statute, or ordinance shall prevail.

**ARTICLE II
USES PROHIBITED AND PERMITTED IN RESIDENTIAL AREAS**

All lots designated on the above-described recorded plat shall be solely for single-family residential dwellings, and the Developer imposes the following covenants and restrictions on use of the property:

- 1) No professional office, business, trade, or commercial activity of any kind shall be conducted in any building on any lot, or portion thereof, except for a home office.
- 2) No lot shall be used, and no building shall be erected, altered, placed, or permitted to remain on any lot, for any purpose other than the following:
 - a) Construction of one (1) single-family dwelling per lot.
 - b) Accessory buildings, including one private garage per lot, but garage apartments are prohibited.
 - c) Temporary building for uses incidental to construction work, which building shall be removed upon completion or abandonment of the construction work. Any structure under construction must be completed within one year from the date of the commencement of its construction.
 - d) No house trailer or mobile home shall be placed on any lot, either temporarily or permanently. There shall be no school buses, camper, or any other similar vehicle placed on any lot at any time for use as storage or as living quarters. No unlicensed vehicle or trailer is permitted to remain on any lot. Any recreational vehicle (bus, camper, R.V., boat, four-wheeler, etc.) must be parked at the rear of the residence, and out of sight from the street.
 - e) No animals, livestock, or poultry of any kind, other than domestic house-pets, shall be kept or maintained on the property, and no livestock, poultry, or house-pets shall be kept on any property for commercial purposes. No dog with vicious tendencies, including, but not limited to, Pit Bulls, Rotweilers, and Dobermans, shall be permitted on the property.
 - f) No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to other residents or owners of lots in the subdivision.

- g) No tractor/trailer trucks will be permitted to remain parked upon the property or subdivision streets for a period of time to exceed one (1) day.
- 3) Any outbuilding shall be constructed so as to be compatible (the same exterior material and the same roofline) with the main dwelling on the property and shall be approved by the Architectural Control Committee.
- 4) All buildings constructed on any lot shall have front and side building setback requirements that are consistent with the requirement mandated by the controlling Spartanburg County zoning or building authority.
- 5) There shall be no more than one principal dwelling and its accessory building on each lot, and no more than one family shall occupy a dwelling on any lot.
- 6) All residences constructed in the subdivision shall contain a minimum of twenty-three hundred (2,300) square feet of heated floor space exclusive of basements, porches, garages, or breeze-ways, provided, however, that a two-story dwelling shall contain a minimum of twenty-eight hundred (2800) square feet of heated floor space with a minimum of eighteen-hundred (1800) being on the first, or ground, floor, with the same exclusions as stated previously herein. Each dwelling must also have a minimum of a two (2) car garage, side or rear entry.
- 7) No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage, or waste shall be kept at all times in sanitary containers. All incinerators or other equipment that is used for the storage or disposal of waste material shall be kept in a clean and sanitary condition, out of sight from the street.
- 8) All Sewage disposals shall be by septic tank or public sewage if available.
- 9) No trailer, basement, shack, garage, barn or other outbuilding erected upon a lot shall, at any time, be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character, nor any structure which is unfinished or incomplete, be used as a residence.
- 10) No lot shall be used for repair work on automobiles or other vehicles, whether performed by the owner or otherwise.
- 11) The Developer reserves to itself, its successors or assigns, the right to re-plat any residential lot or lots within the property for the purpose of making such lot or lots suitable for use as a residential building site.
- 12) All driveways on each lot shall be of concrete construction, the width and thickness of which must be approved in writing by the ARCHITECTURAL CONTROL COMMITTEE. In the event that an owner of a lot wishes to use a material for the driveway other than concrete, such material must be approved in

writing by the ARCHITECTURAL CONTROL COMMITTEE prior to the installation of the driveway material.

- 13) The construction and installation of fences on any lot must have prior written approval by the Architectural Control Committee. Any fence erected without such prior approval shall be removed by the committee at the lot owner's expense, and permission for such removal is granted to the committee by the owner thereof. No chain link fences are permitted within the sight of the street and no fences are to be constructed any closer to the street than the house itself.
- 14) All yards and vacant lots shall be maintained and kept in a neat, clean, and orderly manner. If a dwelling is completed on a lot, the yard must be grassed and the grass must be cut at reasonable intervals. If the lot is vacant, the lot must be kept free of trash and debris. Vacant lots (not built on within ninety (90) days) must be grassed and/or underbrush cleared and maintained.
- 15) No sign or bulletin board of any kind shall be displayed in public view on any lot except for a sign advertising the property for sale or rent or a sign normally used by a building contractor for advertising and identification during the construction and sale period. Such signs shall be no larger than three feet by three feet in area. No lot owner, other than the Developer, may erect a directional sign on the streets or right of way within the subdivision. Temporary garage sale or yard sale signs are permitted, but such signs must be removed no later than 5:00 p.m. on the day of the sale.
- 16) No tower or satellite dish may be placed on the property without prior approval of the Architectural Control Committee.
- 17) Any perimeter fence shall remain undisturbed and will be maintained by the homeowners association and will not be altered in any fashion by any homeowner.
- 18) All building, including the main structure and any outbuildings, must have an exterior finish of brick, stone, or hardie plank or a combination thereof. Each structure shall have architectural shingles. All structures will have side or rear entry garages. All mail boxes will be the same (selected by the ACC). There will be limited vinyl or aluminum siding permitted for soffits, fascia, or overhead porch area only. All such construction materials must be submitted and approved by the Architectural Control Committee, in writing, prior to construction.

ARTICLE III EASEMENTS

The Developer reserves, and is given, a perpetual, alienable, and releasable easement for the installation of utilities (including, but not limited to, water, electricity, telephone, cable TV, gas, and sewer) and drainage over, in, and under a five (5) foot

strip parallel to, and tangent with, all side lot lines of any interior lot and over, in, and under a five (5) foot strip parallel to and tangent with all lot lines that are on the exterior boundary of the subdivision and over, in, and under a five (5) foot strip parallel to and tangent with all rear lot lines of any lot, as well as in and to all existing easements for water, gas, drainage, electricity, cable TV, and sewer. The Developer further reserves to itself such easement rights as are specifically shown on the recorded subdivision plat. The Developer shall have the unrestricted and sole right and power to alienate, convey, and release the easements reserved under the terms of this paragraph. All such easements, including those designated on the plat, are and shall remain private easements. In the event that any lot shall be re-divided or re-platted, the side and rear lot line easements herein granted shall apply as originally platted and shall lie along the original lot lines existing at the time of the execution of these covenants. No lot owner, other than the Developer, shall grant a utility easement to any person or entity across owner's lot to any property that is contiguous to the subdivision property.

Easements for drainage of surface water that appear on the subdivision plat are hereby reserved. Each owner of a lot that is subject to a drainage easement shall keep swales planted with grass or other ground cover, free and unobstructed and in good condition. The Developer shall permit the installation of culverts if such become necessary.

The Developer hereby conveys to the owner of each lot in the subdivision a perpetual, non-exclusive easement for access, ingress and egress across the roads shown on the subdivision plat, together with the perpetual right of easement of enjoyment and use in the common areas shown on the subdivision plat.

ARTICLE IV ARCHITECTURAL COMMITTEE CONTROL

The ARCHITECTURAL CONTROL COMMITTEE is created for the purpose of insuring the development of the real property as an area with a pleasing aesthetic appearance so as to preserve the harmony and consistency of the external design with the appearance of the existing structures in the subdivision. **NO IMPROVEMENTS OF ANY KIND, INCLUDING MODIFICATIONS TO EXISTING STRUCTURES, SHALL TAKE PLACE ON ANY LOT BEFORE BUILDING PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.**

The ARCHITECTURAL CONTROL COMMITTEE shall be composed of Ed Burrell and Randy Brewer, as agents of The Developer. In the event that either of the aforementioned persons is unable to perform his duties on the ARCHITECTURAL CONTROL COMMITTEE, the vacancy on the ARCHITECTURAL CONTROL COMMITTEE shall be filled by such person as is selected by Developer.

At such time as Developer has sold all of the lots in the subdivision, or at such time as the Developer wishes to convey the responsibility of the ARCHITECTURAL

CONTROL COMMITTEE to the homeowner's association, the ARCHITECTURAL CONTROL COMMITTEE shall be appointed by the prevailing homeowner's association and shall have the duties and responsibilities set forth herein.

The ARCHITECTURAL CONTROL COMMITTEE shall have absolute and exclusive privilege to refuse approval for any building plan, specification, material, design, grading, landscaping, or location of any structure which, in the opinion of the ARCHITECTURAL CONTROL COMMITTEE, is not suitable or desirable for any reason, whether it be aesthetic, that the plan does not comport with the future development plan of the subdivision, or that it does not meet the standard set forth herein. The ARCHITECTURAL CONTROL COMMITTEE shall take into consideration the suitability of the proposed materials, the quality of the proposed workmanship and harmony of the external design with the intended design of the committee or with existing structures. All construction activity must fully comply with all state, local, and federal regulations pertaining to such activity, for example, but not by way of limitation, construction permits, erosion control, environmental restrictions, and grading requirements. This paragraph shall also apply to the common areas.

In the event that the ARCHITECTURAL CONTROL COMMITTEE fails to approve or disapprove any matter within the scope of its authority within forty-five (45) days after its being submitted, prior approval by the ARCHITECTURAL CONTROL COMMITTEE shall be deemed to have been granted and no suit or claim against the party submitting the proposal shall thereafter be available to the ARCHITECTURAL CONTROL COMMITTEE or to any owner in the subdivision.

Applications for approval as required herein shall be made to the ARCHITECTURAL CONTROL COMMITTEE or to any member thereof. Each application for approval must bear a date of receipt and be initialed by a representative of the ARCHITECTURAL CONTROL COMMITTEE and the owner or his representative submitting the application, and the date of delivery of the plan to the ARCHITECTURAL CONTROL COMMITTEE shall be the date of the commencement of the forty-five day approval period.

In order to prevent duplication of buildings or improvements, the ARCHITECTURAL COMMITTEE is vested with full authority to approve or disapprove plans for the construction of any structure or improvement with its major features being so similar to an existing structure or improvement as to be construed as a practical duplication thereof.

Prior to commencement of construction of any addition or improvement to an existing dwelling or structure on a lot in the subdivision, the lot owner shall submit to the ARCHITECTURAL CONTROL COMMITTEE the plans and specifications, including elevations and plats, which shall contain and reveal all pertinent information necessary for the committee to act thereon. If the committee requests from the owner additional information, the forty-five days for approval shall be extended by the number days from the date of the committee's request for the additional information and the date that the information is produced by the owner. The committee's approval or disapproval shall be

in writing, addressed to the owner at the address given to the committee by the owner when the plans were submitted. If the committee's decision is not hand delivered, the date of delivery to the owner shall be the date on which the decision was placed in the US mail, postage paid, and addressed to the owner, or the date of the placing of the decision in an overnight-delivery collection receptacle.

**ARTICLE V
WAIVER OF SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS**

The ARCHITECTURAL CONTROL COMMITTEE is authorized to waive compliance with, approve, or ratify in the construction or alteration of any building or structure upon the real property, or the use or failure to use any of the requirements set forth herein if, in the opinion of all of the members of the ARCHITECTURAL CONTROL COMMITTEE, the same shall be necessary to prevent undue hardship because of special circumstances attendant to the property involved. The waiver, approval, or ratification by the ARCHITECTURAL CONTROL COMMITTEE shall be binding upon all persons, and the powers of waiver herein conferred upon the ARCHITECTURAL CONTROL COMMITTEE shall be construed liberally so as to affect any matters or things included with the terms and conditions of these covenants.

**ARTICLE VI
AMENDMENTS AND MODIFICATION**

The terms, provisions, and restrictions set forth herein may be amended upon the written approval by two-thirds of the number of owners of lots in the subdivision. If an owner owns more than one lot, that particular owner shall cast one vote for each lot owned. Any amendment to the terms, provisions, covenants, or restrictions of this Declaration shall become effective only upon the recording in the RMC for Spartanburg County, South Carolina, of an instrument which (a) sets forth the amendment; (b) states that the approval of two thirds of the owners has been given and obtained; and (c) is signed and acknowledged by each owner consenting to the modification or amendment

No lot owner may impose additional covenants, restrictions, or conditions upon any property in the subdivision without prior approval of the ARCHITECTURAL CONTROL COMMITTEE.

**ARTICLE VII
TERM AND ENFORCABILITY**

If any owner shall violate any of these covenants without prior approval obtained in the manner set forth herein, it shall be lawful for any owner of any real property in the subdivision to prosecute any proceeding, at law or in equity, against the offending owner to prevent the owner from continuing the violation or to recover damages for such violation. The invalidation of any one or more of these covenants by an order of a court

of proper jurisdiction shall not affect the enforceability of the other provisions herein.

If any of the covenants contained herein are contrary to the requirements, policies, or recommendations of HUD, the VA, or any other recognized institution, agency, public or private, granting or insuring loans, and shall render any lot in the subdivision unacceptable for any such loan, then the Developer shall have the authority to amend, alter, or annul any covenants as may be necessary to make any of the property acceptable and eligible for such loan.

These covenants shall be deemed to be covenants running with the land and shall remain in full force and effect for a period of twenty-five (25) years from the date of recording of these covenants and restrictions, and these covenants shall be automatically extended for successive periods of ten (10) years unless a written agreement executed by a majority of the then lot owners amending, modifying, or canceling these restrictions is recorded.

ARTICLE VIII HOMEOWNERS' ASSOCIATION AND PROPERTY RIGHTS OF OWNERS

Every owner shall be a member of the COOL WATERS ASSOCIATION (hereinafter the Association), which membership shall be appurtenant to, and shall pass with, the title to every lot, subject to the following provisions:

- a. The right of the Association to charge reasonable fees for the maintenance of the entrance to the subdivision and of the common areas; and roads, storm drain, pool, clubhouse, tennis court, and dock.
- b. The right of the Association to suspend voting rights of an owner for any period not to exceed 60 (sixty) days for any infraction of its published rules or regulations.

The Association may be formed at any time and shall begin collecting assessments upon such formation on a pro-rata basis. However, the Developer shall be exempt from the charges so long as it owns any lots. Each owner, by acceptance of a deed for any lot within the subdivision, whether or not it is expressed in the deed thereto, hereby covenants and agrees to pay to the Association (1) annual assessment charges, and (2) special assessment charges for capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge and a continuing lien on the lot against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by such successors.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents, as well as the esthetics, of the subdivision. The Association shall use the funds accumulated by the annual assessment for maintenance of the common areas, to include, but not be limited to, installation and maintenance of lighting, construction of signs, maintenance of the retention pond, fencing, roads, road signs, and any other component parts of the common areas, and taxes or assessments against the common area.

The amount of the assessments shall be determined by the Association. Assessments are due and payable on June 1 of each year, and the amount of the annual assessment shall be set each year by the Association. The annual assessment shall be prorated according to the days remaining in the calendar year following the date of purchase of the lot.

In addition to the annual assessment, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the subdivision, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes from each class of members of the Association voting in person or by proxy at a meeting duly called by the Association.

Written notice of any meeting called for the purpose of levying a special assessment shall be sent to all members not less than thirty (30) days prior to the date of the meeting of the Association. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty (60%) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and at the subsequent meeting, a quorum shall be one half (2) of the required number for a quorum that was required at the first meeting.

Both annual and special assessments must be fixed at a uniform rate for all lots. Special assessments may be collected on a monthly basis if so designated by the Association. The Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance for each annual assessment period. Written notice of the annual assessment shall be sent to each owner subject thereto. The due date shall be established by the Association.

A one-time assessment of three hundred (\$300.00) shall be paid and collected at closing. This assessment is to be set aside and used by the Developer for the above stated purposes.

Any assessment not paid within thirty (30) days after the date on which it is due shall bear interest from the due date at the legal rate assessed against court judgments in Greenville County. The Association may bring legal action against the owner personally obligated to pay the same or may foreclose the lien against the lot. No owner may waive or escape from liability for payment of the assessments by abandonment of

his lot.

**ARTICLE IX
GENERAL PROVISIONS**

The owner of each lot shall send written notice to the Association of the conveyance of the lot to owner. Owner shall include in the notice owner's mailing address for receipt by owner of notices from the Association and a current phone number at which owner may be reached. Owner shall be responsible for giving the Association notice of any change in owner's address or phone number, and delivery by the Association of notices to owner at the last address given by owner to the Association shall constitute actual and complete notice to said owner.

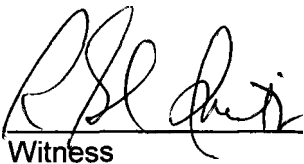
Additional residential property may be annexed to the subdivision property. Developer retains the right to use any lot or lots owned by Developer as a street or streets for access to the annexed property so as to make the annexed property a part of this subdivision. All properties annexed to the subdivision shall be subject to these covenants and restrictions and shall be annexed only at the absolute sole discretion of the Developer.

When the pool and tennis court are built in the recreation area, the Homeowners Association shall establish the appropriate rules pertaining to dues and use of the facilities.

The Association shall maintain all common areas in the subdivision.

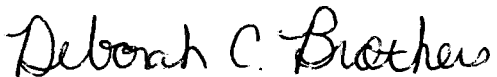
A perpetual, non-exclusive easement over the Common Area is hereby granted to each Lot and its Owners, family members and tenants of such Owners, the occupants of such Lot, and guests and invitees of such Owners, tenants, or occupants, for the purpose of providing access, ingress and egress to and from streets, parking areas and walkways serving the Properties.

In witness whereof the undersigned has caused this EASEMENTS AND PROTECTIVE COVENANTS FOR COOL WATERS SUBDIVISION to be executed this date and year above-written.


Witness

Cool Waters Development Co., LLC


by: Ed Burrell, Member


Witness

DEED 90 · K PG 214


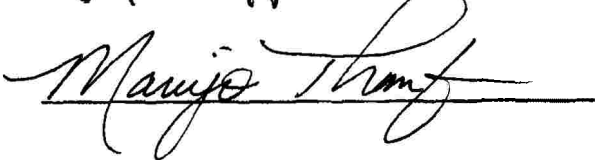
Exhibit "A"

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 as Cool Waters Subdivision on plat recorded in the RMC Office for Spartanburg County in Plat Book 162, at page 406 and having metes and bounds as shown thereon.

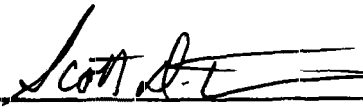
1. **Confirmation of Recitals.** The recitals set forth above are hereby confirmed and incorporated into this amendment as if repeated verbatim.
2. **Minimum Square Footage for Residences.** Article II, Paragraph 6 is hereby amended as follows. The minimum square footage for residences constructed in Cool Waters Subdivision is One Thousand Eight Hundred (1,800) sq-ft. heated floor spaces, exclusive of basements, porches, garages, or breezeways. This minimum square footage applies to single and two story residences. Each dwelling unit or residence must also have a minimum of two (2) car garage with a side or rear entry.
3. **Vinyl Siding Permitted.** Article II, Paragraph 18 is hereby amended as follows. In addition to the building materials enumerated in Article II, Paragraph 18, vinyl siding shall be permitted as an exterior finish on residences in Cool Waters Subdivision provided, however, that if vinyl siding is used as an exterior finish material, it must be used in combination with the other approved building materials enumerated in Article II, Paragraph 18, with the portion of vinyl siding relative to the other building materials not to exceed sixty (60%) of the total exterior and provided further, that vinyl siding shall not exceed twenty (20%) percent of front elevation.
4. **Architectural Control Committee.** Lakeland hereby designates itself as the Architectural Control Committee for Cool Waters Subdivision pursuant to Article IV of the Cool Waters Protective Covenants.
5. **Homeowners Association and One Time Assessment.** Lakeland shall cause to be created a homeowners association for Cool Waters Subdivision as provided by Article VIII of the Cool Waters Protective Covenants and hereby waives the one time assessment of \$300.00 per lot as created in Article VIII of the Cool Waters Protective Covenants.
6. **Notice of Non-Assumption of Developers Liability and Disclaimer.** Notice is hereby given that Lakeland does not assume any of the liabilities of Developer with regard to the development of Cool Waters Subdivision, or otherwise; including but not limited to, the completion, construction, dedication, installation, service and/or maintenance of the infrastructure or amenities of Cool Waters Subdivision regardless of whether such infrastructure and/or amenities are partially constructed or shown on any marketing materials of Cool Waters Subdivision or the plat of Cool Waters Subdivision

In witness whereof, Lakeland does hereby amend the Cool Waters Protective Covenants by affixing its hand and seal on the date above first written.

WITNESSES:

Lakeland Construction Finance, LLC

By: 
 Scott D. Thorson
 Sr. Vice President

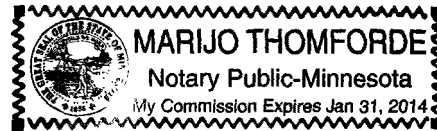
STATE OF MINNESOTA)
COUNTY OF Dakota)

ACKNOWLEDGMENT

Pursuant to § 30-5-30 South Carolina Code of Laws 1976, as amended, the undersigned, as Notary Public for the state aforesaid, does hereby certify that Lakeland Construction finance, LLC as maker of the foregoing instrument, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal
this 21st day of January, 2010
Notary Public for Minnesota

Marijo Thomforde (Seal)
My Commission Expires: January 31, 2014





DEE BK 111-H PG 860-864

Recorded 5 Pages on 02/17/2016 10:42:05 AM
Recording Fee: \$11.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

**SECOND AMENDMENT TO
EASEMENTS AND PROTECTIVE
COVENANTS FOR COOL
WATERS SUBDIVISION**

THIS AMENDMENT to the Easements and Protective Covenants for Cool Waters Subdivision is made this 11 day of February, 2016 by Coolwater Investments, LLC, a limited liability company organized and existing under the laws of the State of South Carolina and is for the purposes set forth herein.

WHEREAS, Cool Waters Subdivision is a 115 lot single family residential subdivision located in Spartanburg County, South Carolina more particularly shown and delineated on that certain plat entitled "Cool Waters Subdivision" prepared by Azimuth Control Surveying and recorded in the Office of the Register of Deeds for Spartanburg County on November 7, 2007 in Plat Book 162 at Page 406; reference being carved to said plat for a more complete and accurate description of Cool Waters Subdivision; and,

WHEREAS, Cool Waters Subdivision was developed by Cool Waters Development Co., LLC, a South Carolina limited liability company ("Developer") and in its capacity of Developer, certain easements and protective covenants for Cool Waters Subdivision were executed by Developer and filed of record in the Office of Register of Deeds for Spartanburg County South Carolina on January 4, 2008 in Book 90-K at Page 203 ("Cool Waters Protective Covenants"); and

WHEREAS, Lakeland Construction Finance, LLC, a limited liability company organized and existing under the laws of the State of Minnesota and authorized to do business in the State of South Carolina ("Lakeland") provided the financing to Developer for development of Cool Waters Subdivision and secured its loan to Developer with a first mortgage on Cool Waters on November 2, 2006; thereafter, Developer defaulted on its obligation to Lakeland and Lakeland acquired title to all the property comprising Cool Waters Subdivision with the exception of two (2) lots by that certain Deed in Lieu of Foreclosure dated October 31, 2008 and recorded in the Office of the Register of Deeds for Spartanburg County on October 31, 2008 in Book 92-Q at Page 100; and,

WHEREAS, Developer has ceased business operations and has abandoned the development of Cool Waters Subdivision including the construction of the amenities for Cool Waters Subdivision as may be shown on Cool Waters marketing materials of plats such as swimming pool, clubhouse, tennis courts, etc; and,

WHEREAS, Lakeland, as the owner of all but two lots in Cool Waters Subdivision has the authority to amend the Cool Waters Protective Covenants pursuant to Article VI of the Cool Waters Protective Covenants and pursuant to such authority, Lakeland made various amendments to the Cool Waters Protective Covenants and that First Amendment to Easements and Protective Covenants for Cool Waters Subdivision was recorded in the Office of the Register of Deeds for Spartanburg County on January 1, 2010 in Deed Book 95-L at Page 824; and,

WHEREAS, Lakeland Construction Finance, LLC on August 26, 2011 did then convey the Property to OP2 Realport, LLC, by deed being recorded in Deed Book 99-B at Page 647, making OP2 Realport, LLC the owner of the majority of the lots in the Subdivision; and at that time Lakeland Construction Finance, LLC did agree to assign to OP2 Realport, LLC, all of Lakeland Construction Finance, LLC's rights under the Restrictions; and

WHEREAS, OP2 Realport, LLC on January 6th, 2016 did then convey the Property to Coolwater Investments, LLC, by deed being recorded in Deed Book 111A at Page 865, making Coolwater Investments, LLC the owner of the majority of the lots in the Subdivision; and at that time OP2 Realport, LLC did agree to assign to Coolwater Investments, LLC, all of OP2 Realport, LLC's rights under the Restrictions; and

WHEREAS, Coolwater Investments, LLC, as the owner of all but eight (8) lots in Cool Waters Subdivision has the authority to amend the Cool Waters Protective Covenants pursuant to Article VI of the Cool Waters Protective Covenants and pursuant to such authority, Coolwater Investments, LLC hereby makes the following amendments to the Cool Waters Protective Covenants and also states for the record that Coolwater Investments, LLC does not assume any of the liabilities of Developer relative to Cool Waters Subdivision all as more particularly set forth herein, NOW, THEREFORE,

KNOWN ALL MEN BY THESE PRESENTS, that Coolwater Investments, LLC, by and through its authority as the owner of all but eight (8) lots in Cool Waters Subdivision and pursuant to Article VI of the Cool Waters Covenants, the Cool Waters Covenants are hereby amended and modified, as follows.

1. **Confirmation of Recitals.** The recitals set forth above are hereby confirmed and incorporated into this amendment as if repeated verbatim.
2. **Minimum Square Footage for Residences.** Article II, Paragraph 6 of the Easements and Protective Covenants for Cool Waters Subdivision is hereby amended as follows. Article II of the First Amendment to Easements and Protective Covenants for Cool Waters Subdivision is hereby amended as follows. The minimum square footage for residences constructed in Cool Waters Subdivision is One Thousand Six Hundred Fifty (1,650) sq. ft. heated floor spaces, exclusive of basements, porches, garages, or breezeways. This minimum square footage applies to single and two story residences. Each dwelling unit or residence must also have a minimum of two (2) car garage with a side, rear or front entry. Lots numbers; 50,49,48,47,46,45,44,43,42,41,40,39,29,28,27,26,25,24,& 23 are excepted from these guidelines and will be evaluated on an individual lot basis for Requirements.
3. **Vinyl siding permitted.** Article II, Paragraph 18 of the Easements and Protective Covenants for Cool Waters Subdivision is hereby amended as follows: In addition to the building materials enumerated in Article II Paragraph 18, vinyl siding shall be permitted as exterior finish on residences in Cool Water Subdivision provided, however that if vinyl siding is used as an exterior finish material, (1) it must be used

in combination with the other approved building materials enumerated in Article II, Paragraph 18 and (2) the front elevation as to be consistent with the look and feel of the existing homes in Cool Waters Subdivision. All construction plans and drawing shall be reviewed and approved by the architectural review board.

4. **Architectural Control Committee.** Article IV of the First Amendment to Easements and Protective Covenants for Cool Waters Subdivision is hereby amended as follows. Coolwater Investments, LLC hereby designates itself as the Architectural Control Committee for Cool Waters Subdivision pursuant to Article VI of the Cool Waters Protective Covenants.
5. **Homeowners Association One Time Assessments, Annual Assessments and Classes of Members.** Article VI of the First Amendment to Easements and Protective Covenants for Cool Waters Subdivision is hereby amended as follows. Coolwater Investments, LLC shall cause to be created a homeowners association for Cool Waters Subdivision as provided by Article VIII of the Cool Waters Protective Covenants and hereby shall cause to be created an initial one-time assessment of Two Hundred Dollars (\$200.00) per lot and annual assessments of Three Hundred Dollars (\$300.00) per lot as created in Article VIII of the Cool Waters Protective Covenants and as amended by Article VI of the First Amendment to Easements and Protective Covenants for Cool Waters Subdivision. Any lot owner that has a house on his or her lot as of the date of this Second Amendment is exempt from paying the initial Two Hundred Dollars (\$200.00) lot assessment. Coolwater Investments, LLC shall cause to be created two classes of lot owners for Cool Waters Subdivision as provided by Article VIII of the Cool Waters Protective Covenants. Class A lot owners will consist of any lot owner that owns Three (3) or more lots in the subdivision. Class A lot owners will be exempt from paying the annual Three Hundred Dollars (\$300.00) per lot assessments. Class B lot owners will consist of any lot owner that owns up to Two (2) lots in the subdivision. Class B lot owners are required to pay the annual Three Hundred Dollars (\$300.00) per lot assessments. Article VII of the Cool Waters Protective Covenants state that any assessment not paid within thirty (30) days after the date on which it is due shall bear interest from the due date at the legal rate assessed against court judgments in Greenville County. That section is hereby amended to state that any assessment not paid within thirty (30) days after the date on which it is due shall bear interest from the due date at the legal rate assessed against court judgments in Spartanburg County.
6. **Pool and Tennis Court.** Article IX of the Cool Waters Protective Covenants to Easements and Protective Covenants for Cool Waters Subdivision state that when the pool and tennis court are built in the recreation area, the Homeowners Association shall establish the appropriate rules pertaining to dues and use of the facilities. That sentence is hereby deleted.
7. **Notice of Non-Assumption of Developers Liability and Disclaimer.** Notice is hereby given that Coolwaters Investment, LLC does not assume any of the liabilities of Developer with regard to the development of Cool Waters Subdivision,

B Phillips

Notary Public for South Carolina

My commission expires: 6/28/21

WHEN RECORDED RETURN TO:
Cool Waters Homeowners Association
c/o Light Property Management
PO Box 8046
Spartanburg, SC 29305

DEE-2019-1033



DEE BK 122-J PG 254-273

Recorded 20 Pages on 01/08/2019 04:14:31 PM

Recording Fee: \$26.00

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

**BY-LAWS
FOR COOL WATERS
TO RUN WITH THE LAND AND SUPERSEDES ALL
PRIOR BY-LAWS**

**Cool Waters Homeowners Association, Inc.
Board Resolution 2019-001**

**Whereas, Cool Waters Homeowners Association Board of Directors has established
By-Laws.**

Now, Therefore, it is agreed that all Homeowners are subject to By-Laws.

Approved:

Date: 2/5/16

Signature:

Member of Board of Directors Alex Roe

BY-LAWS
OF
COOLWATER HOMEOWNERS' ASSOCIATION, INC.

The name of the corporation is Coolwater Homeowners Association, Inc., (hereinafter referred to as the "Association"), a nonprofit corporation existing under the laws of the State of South Carolina, which was organized for the purpose of administering a residential home community.

ARTICLE I
GENERAL

- A. Office of the Association. The initial business office of the Association shall be at 189 S. Converse Street, Spartanburg, SC 29306, or at such other address as may be selected from time to time by the Board of Directors.
- B. Registered Agent and Registered Office. For the purpose of service of process, the Association has designated a resident agent in its Articles of Incorporation, which designation may be changed from time to time by the Board of Directors. The said agent's office shall be deemed an office of the Association for the purpose of service of process.
- C. Fiscal Year. The fiscal year of the Association shall be the calendar year, unless a different fiscal year is selected by the Board of Directors.
- D. Application. The terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Covenants, Conditions and Restrictions ("Restrictive Covenants") and Articles of Incorporation, such terms and provisions of said Articles of Incorporation and Restrictive Covenants to be controlling wherever the same may be in conflict herewith. All present or future Owners, tenants, future tenants, or their employees or delegates, or any other person that might use the Regime or any of the facilities thereof in any manner, are subject to the provisions of these By-Laws.

ARTICLE II
DEFINITIONS

- A. "Association" shall mean and refer to Coolwater Homeowners Association, its successors and assigns.
- B. "Common Area" shall mean all real property (including the improvements thereto) owned or to be owned by the Association for the common use and enjoyment of the Owners.

- C. "Recreational Facilities" shall mean and refer to the Facilities dedicated to use by the members of the association and their immediate family that is maintained by the Association.
- D. "Lot" shall have the same definition as set forth in the Restrictive Covenants for the Coolwater Subdivision.
- E. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Coolwater Subdivision as recorded in the Register of Deeds Office for Spartanburg County, South Carolina.
- F. "Member" shall mean and refer to those persons entitled to Membership as provided in the Declaration.
- G. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- H. "Properties" shall mean and refer to that certain real property described in the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- I. "Majority Membership" shall mean 51% of the votes allocated to the lot owners and developer pursuant to the Restrictions.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

- A. 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 the maintenance, preservation and architectural control of the Lots, Common Areas and Recreational Facilities located on that certain parcel of Property described on Exhibit A attached to the bylaws and incorporated herein by reference, and to promote the health, safety and welfare of the Lots and its owners and any additions thereto as hereafter may be brought within the jurisdiction of the Association, and for this purpose to:
 1. 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, including the establishment and amendment of the Regulations of the Association and the use and maintenance of the Common Area and Recreational Facilities, as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as set forth in length;
 2. 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.

3. 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 Area and Recreational Facilities, as determined advisable by the Board of Directors;

4. 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 Area, as security for money borrowed or debts incurred upon approval by the affirmative casting of a three-quarters (3/4) vote (number of votes per lot owner shown in the Declaration) of the Association;

5. 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.

6. To have and exercise any and all powers, rights, and privileges that a corporation organized under the nonprofit corporation law of the state of South Carolina by law may now or hereafter have or exercise including the right to enter into an agreement with other Associations and entities for the management and maintenance of Common Areas and Recreational Facilities of such Association or entities;

ARTICLE IV **MEMBERS**

A. General. Membership in the Association shall be confined to Owners, and such Membership shall be appurtenant to and inseparable from Lot Ownership.

B. Use and Enjoyment of Common Elements. All present or future Members of the Association shall be entitled to the use and enjoyment of the Common Areas and Recreational Facilities.

C. Suspension of Rights. During any period in which an Owner shall be in default in the payment of any Assessment levied by the Association, the voting rights of such Owner, or the voting rights of the Member designated by such Owner, or the voting rights of the Member designated by such Owner in accordance with the Declaration, as appropriate, and the rights of such Owner to use and enjoy the Common Elements and Recreational Facilities may be suspended by the Board of Directors until such time as such Assessment has been paid. In addition, the Board of Directors may discontinue or disconnect such other services or conveniences as are provided through and/or contracted for by the Association for the benefit of such Owner. Such rights may also be suspended by the Board of Directors for the violation of the published Rules and Regulations with respect to the use of the Common Areas and Recreational Facilities. The said Rules and Regulations shall be kept in the office of the Association as a matter of record, and copies thereof shall be furnished to any Owner upon request.

D. Powers and Duties of Members. Powers and duties of Members shall be

those powers and duties specified in the Restrictive Covenants and these By-Laws to be exercised and be performed upon a vote of the Owners. Such powers and duties shall include, but not be limited to, the following:

1. Election of Directors as provided by these By-Laws;
2. Removal of any Director upon vote of seventy-five (75%) percent of the total votes of the Association, and election of a replacement therefore upon a vote of a majority of said total vote;
3. Determination whether to repair, reconstruct or rebuild after a casualty, as provided in the Restrictive Covenants;
4. Determination whether to make alterations or additions, subject to the Developers Rights as provided in the Restrictive Covenants;
5. Approval of amendments to the By-Laws, as provided in these By-laws and in the Restrictive Covenants;

ARTICLE V **VOTING, QUORUM, PROXIES**

Vote of Members. The owner of each lot shall be a member of the association and entitled to one (1) vote for each lot, provided that the Owners of multiple lots (5 or more lots) shall be entitled to Ten (10) votes for each lot owned.

A. Quorum. At all meetings, regular or special, a quorum shall consist of the presence in person or by proxy, of Owners representing fifty-one (51) percent of the Lot Owners or eligible votes. If, however, such quorum shall not be present or represented at any meeting, the Members present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the new date, time and place. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Restrictive Covenants, or where the same may otherwise be required by law, the affirmative vote of a Majority of Owners represented at any duly called meeting at which a quorum is present shall be binding upon the Members.

B. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be in written form, signed either personally or by an attorney-in-fact, and filed with the Secretary of the Association before the designated time of the meeting. 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 Owner or any one of the Co-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 Owner or any Co-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.

ARTICLE VI MEETINGS OF MEMBERS

- A. Place of Meetings. Meetings of the Members shall be held in such suitable place convenient to the Members as may be designated by the Board of Directors from time to time.
- B. Initial Meeting. The initial meeting of the Members shall be held as soon as practicable, and within twelve (12) months of the formation of the Association. The purpose of the initial meeting shall be to elect Directors and transact any other business authorized to be transacted by the Members.
- C. Annual Meetings. 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. to serve as a town forum in which the President and Officers report on and answer reasonable questions concerning the activities and financial condition of the Association; and (2) consider matters raised consistent with the requirements of Section 7.05 and 7.23(b) of the Non-Profit Corporation Act of South Carolina. The Members shall elect Directors, review annual reports and transact any other business authorized to be transacted by the Members.
- D. Special Meetings. Special Meetings of the Members shall be held whenever called by the Developer, President, Board of Directors, Vice President or Manager or by a majority of total votes on the Board, and must be called by such Officers upon a receipt of a written request from Members entitled to cast forty (40%) percent of the total vote of the Association. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting.
- E. Notice of Meetings. Notice of all meetings of Members, regular or special, shall be given by the President, Vice President, Secretary or Manager to each Member, unless waived in writing, such notice to be written or printed and to state the time, date, place and purpose for which the meeting is called. Only the business stated in such notice may be transacted at a special meeting. Such notice shall be in writing to each Member entitled to vote at the meeting, at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived in writing, signed by the Member and delivered to the Association for inclusion in the minutes in filing with the Association's records either before or after the meetings, except that attendance at any meeting by a Member shall be deemed a waiver of the notice requirements with respect thereto unless such Member delivers written objection of failure to comply with such notice requirements to the person presiding at the meeting. An emergency meeting may be called with a twenty-four (24) hour notice to those Members entitled to vote, upon unanimous vote of the Association's Board in the

event an issue requires the immediate attention of the Members of the Association.

F. Presiding Officer. The presiding Officer at all meetings of Members shall be the President, in whose absence the Vice President shall preside. If neither such Officer is present, the Members shall elect a chairman to preside at the particular meeting.

G. Order of Business. The order of business at annual meetings of Members as far as practical at all other meetings of Members, shall be as follows:

1. Calling the roll and certifying of proxies;
2. Proof of notice of meeting or waiver of notice;
3. Reading and approval of minutes of preceding meeting;
4. Reports of Officers;
5. Reports of committees, if any;
6. Election of Directors;
7. Unfinished business;
8. New business; and
9. Adjournment.

H. Action Without a Meeting. To the extent now or from time to time hereafter permitted by the laws of the State of South Carolina, any action required or permitted by law or by the Declarations to be taken at a meeting of the Members may be taken without a meeting if the action taken by all of the Members who would have been entitled to vote in such meeting were held. The action must be evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote upon such action, and included in the minutes filed with the corporate records reflecting the action taken.

I. 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.

J. 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.

K. Authorization to Vote and Notice by Owner. It shall at all times be the responsibility of any Lot Owner and all Co-Owners 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 or all of the Co-Owners of the Lot. Such certificate shall be deemed valid until revoked by a subsequent certificate.

L. 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.

M. Voting Requirements. Unless otherwise required in these By-Laws, the

Declaration, the Articles of Incorporation, or the laws, 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.

N. 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 of the meeting. See South Carolina Non-Profit Corporation Act, Section 33-31-708.

ARTICLE VII

BOARD OF DIRECTORS

A. Number and Terms. The Board of Directors of the Association (herein sometimes referred to as "Board") shall consist of three (3) Directors who need not be Members of the Association; 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 this Article VI are adhered to.

B. Term of Office. At the first annual meeting the Board shall be elected at meeting of the Members, one (1) such Director being elected for three (3) years, one (1) for two (2) years, and one (1) for one (1) year or until the next annual meeting of the Members following the expiration of their various respective terms, whichever is later. Upon expiration of the original terms, the vacancies thus created shall thereafter be filled for terms of three (3) years. Each Director shall hold office until his death, resignation, retirement, removal, disqualification, or until his successor is elected and qualified.

C. Manner of Election. Election of Directors shall be conducted in the following manner:

All members of the Board of Directors shall be elected by a majority of the votes cast at the initial or annual meeting of the Members.

1. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall serve for the remainder of the term of the Director replaced. Vacancies caused by removal shall be filled by vote of the Association at the same meeting at which a Director or Directors were removed, the Director elected to such vacancy shall serve for the remainder of the term of the Director replaced.

2. In the election of Directors, there shall be appurtenant to each Lot

Owner 1 vote, except in the case of the Owners of 5 or more lots which shall have 10 votes per lot for the election of each Director.

D. Quorum and Voting. A quorum at a meeting of the Directors shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Each Director shall be entitled to one (1) vote, regardless of the number of Lots owned by such Director. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Restrictive Covenants. If any meeting of the Board cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Restrictive Covenants, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

E. Presiding Officer. The presiding Officer of meetings of the Directors shall be the President. In the absence of the President, the Directors present shall designate one of their officers to preside.

F. Powers of Directors. The Board of Directors shall manage and direct the affairs of the Association and subject to any restrictions or approval requirements imposed by law, by the Restrictive Covenants, or by these By-Laws, the Board may exercise all of the powers of the Association. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Restrictive Covenants, or these By-Laws, or as it may deem necessary or appropriate in the exercise of its powers, including but without limiting the generality of the foregoing, the following:

1. To make, levy, and collect Assessments against Members and Members' Lots, as provided in the Restrictive Covenants, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association. To collect from the Members all costs of collection, including but not limited to reasonable attorney fees, after required notice and hearing, for all infractions of the Association's Regulations, the Architectural Guidelines, the Restrictive Covenants, Articles of Incorporation or these By-Laws;

2. To 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 certificated;

3. To take legal action, including without limitation foreclosure, where it is deemed prudent and to be in the best interest of the Association by the Board of Directors, place liens 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 Owner or Co-owners personally obligated to pay the same as provided in the Restrictive Covenants;
4. To take necessary actions for the management, maintenance, repair, replacement, operation, and surveillance of the Common Areas and Recreational Facilities, as provided in the Restrictive Covenants and to supervise and delegate to, in part or in total, any employee, agent, Director, Officer, contractor, manager, or any other appropriate entity, such powers and duties as the Board of Directors may deem necessary or appropriate and any power given to the Board of Directors by the Covenants and Restrictions for the Subdivision or these By-Laws;
 - a. To take necessary actions for the reconstruction of improvements after casualty or condemnation and further improvement of the property, real and personal, as provided in the Restrictive Covenants or as provided in the Restrictions make disbursements of proceeds;
 - b. To consider and approve or disapprove of alterations or additions, Subject to the Rights of the Developers as provided in the Restrictive Covenants;
 - c. To make and amend Rules and Regulations governing the use of the Common Areas and Recreational Facilities, in the Subdivision so long as such Rules and Regulations or amendments thereto do not conflict with the restrictions and limitations which may be stated in the Articles of Incorporation and the Restrictive Covenants;
 - d. To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including Lots, as may be necessary or convenient in the operation and management of the Common Areas and Recreational Facilities, and in accomplishing the purposes set forth in the Restrictive Covenants;
 - e. To enforce by legal means the provisions of the Restrictions and to exercise for the Association all of the powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation or the Restrictive Covenants;
 - f. To pay all taxes and assessments which are liens against any part to the Common Areas and Recreational Facilities;
 - g. To obtain and maintain insurance for the protection of the

Members and the Association against casualty and liability, 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 and as provided in the Restrictive Covenants;

- h. To pay all costs of power, water, sewer and other utility services rendered to the Association and not billed to the Owners of the separate Lots;
- i. To employ personnel and professionals for reasonable compensation to perform the services required for proper administration of the purposes of the Association as well as the dismissal of said personnel, as provided in the Restrictive Covenants;
- j. To suspend the voting rights and right to use the Recreational facilities and the Common Elements 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 infraction of the Association's Regulations. Such rights may also be suspended after notice for infraction of the Association's Regulations;
- k. To declare the office of a member of the Board of Directors to be vacant in the event such Member is (a) 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 persons authorized to do so, or (b) is otherwise not in good standing as a Member of the Association, including without limitation failure to pay Assessments when due;
- l. 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;
- m. Perform such other duties as required by the Declaration, the Articles of Incorporation or the By-Laws.

G. Compensation. Compensation of the Directors, if any, shall be determined by the Members of the Association.

H. Indemnification. To the extent permitted by the laws of the State of South Carolina, no Director shall be liable to any Owner for injury of damage caused by such Director in the performance of his duties unless due to the willful misfeasance or malfeasance of such Director. Furthermore, each Director shall be indemnified by the Association against all liabilities and expenses, including attorney's fees, reasonably incurred and imposed upon him in connection with expenses, including attorney's fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be a party or in which he becomes involved by reason of his being or having been a director of the Association, whether or not he is a Director of the Association at the times such expenses and liabilities are incurred, except in such cases where the Director is

adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided however, that in the event of settlement, the indemnification shall apply only when the Board approves such settlement, and reimbursement as being in the best interest of the Association.

I. Removal. Any Director or Directors may be removed at any time, with or without cause, by the vote of seventy-five (75%) percent of the total vote of the Association at any regular meeting or special meeting thereof, and the removed Director shall be replaced according to a majority vote of the Association at any regular or special meeting thereof. A Director shall automatically terminate his Directorship if/s/he fails to own at least one lot in the subdivision.

ARTICLE VIII **MEETINGS OF THE BOARD OF DIRECTORS**

A. Regular Meetings. , Special Meetings of the Board of Directors shall be held at dates, times and places and as frequently as is deemed prudent, 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 the Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings.

B. 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 attendanceo the meeting without objection.

C. 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.

D. Action Without Meeting. To the extent now or from time to time hereafter permitted by law of the State of South Carolina, the Directors may take any action which they might have taken at a meeting of Directors without a meeting if the action is approved by all of the Directors, a record of any such action so taken, signed by each Director, to be retained in the Association's minute book and given equal dignity by all persons to the minutes of meetings duly called and held., Any action so approved shall have the same effect as though taken at a meeting of the Board.

E. Waiver of Notice of Meetings. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the date, time, and place thereof.

ARTICLE IX
OFFICERS

A. 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 or Managers as the Board of Directors from time to time by resolution create. 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 other offices except in the case of special offices created pursuant to Section four (4) of this article. Compensation for the employees of the Association shall be fixed by the Board of Directors of the Association. The Compensation for the Officers if any shall be established by a vote of fifty-one percent (51%) of the membership. The Board of Directors may employ a Director or a person or corporation professionally competent in property management as an employee of the Association, and may contract with and thereafter compensate that Director or Manager for the management of the Association. Such compensation shall be determined by vote of the majority of the Board and shall hold office until discharged by a vote of a majority of the Board.

B. Election of Officers. The Board of Directors, by a vote of a majority of the Board, shall elect annually from the membership of the Association, a President and a Vice President, each of whom shall be a Director, and a Secretary and a Treasurer. Each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. All of such Officers or any of them may be removed at any meeting by a vote of a majority of the Board. No person may simultaneously hold more than one of the foregoing offices, except that the Board of Directors may, at its sole discretion combine the offices of the Secretary and Treasurer into one. Also, the Board of Directors may from time to time elect such other Officers and assistant Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

C. Powers and Duties of Manager. If retained, the Manager shall exercise the powers and perform the duties assigned by the Restrictive Covenants and /or these By-Laws to the Manager. The Manager's duties shall include but not be limited to the following:

1. To report on the state of the Association at regular meetings of the Board of Directors and at special meetings called for that purpose, in such detail as shall be required by the Board;
2. To manage the affairs of the Association in conformance with the Act and the Declaration documents, including, without limitation, supervision of the employees of the Association, purchase of supplies and equipment as authorized by the Board of Directors, and supervision of the performance of contracts to which the Association is a party;
3. To have custody of all property of the Association, including funds, securities, and evidence of indebtedness ;

4. To keep the Assessment rolls and accounts of the members;
5. To keep the books of the Association with good accounting practices as approved by the public accountant of the Association appointed from time to time by the Board of Directors;
6. To attend all meetings of the members and meetings of the Board of Directors; and
7. To exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. Powers and Duties of Elected Officers. The powers and duties of the elected Officers shall be as follows:

1. President. The President shall be the chief executive Officer of the

Association. The President shall preside at meetings of the members and meetings of the Board of Directors, and shall appoint such committees of the Association or the Board of Directors as he in his discretion determines to be appropriate in the conduct of the affairs of the Association. He shall see that 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. The President shall be an ex-officio member of all standing committees and shall together with the Manager, if one is retained, have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. The President shall exercise such other powers and perform such other duties as shall be prescribed by the Board.

2. Vice President. The Vice President shall, in the absence of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

3. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and the Members. The Secretary shall attend to the giving and serving of all notices to the Members and directors, and such other notices required by law. The Secretary shall keep appropriate current records of the Association, except those of the Manager, if one is retained, and shall exercise such other powers and perform such other duties as may be prescribed by the Board.

4. Treasurer. The Treasurer shall receive and deposit in bank

accounts approved by the Board of Directors all monies of the Association and shall disburse such funds as directed by a resolution of the Board of Directors; provided however that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business and conducted within the limits of a budget adopted by said Board. The Treasurer shall cause reconciliation of the Association's books to be made by a Public Accountant at the completion of each fiscal year; and shall prepare an annual budget statement of income and expenditures to be presented to the Membership. The Treasurer shall also sign all checks and notes of the Association.

5. Compensation. The compensation, if any of all employees of the Association shall be fixed by the Board. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for management of the Subdivision. Compensation of the Officers shall be determined by the membership as provided in Section A.
6. Indemnification. To the extent permitted by the laws of the State of South Carolina in effect at the applicable time, no Officer shall be liable to any Owner for injury or damage caused by such Officer in the performance of his duties unless due to the willful misfeasance or malfeasance of such Officer. Furthermore, each Officer shall be indemnified by the Association against all liabilities and expenses, including attorneys fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be a party of in which he becomes involved by reason of his being or having been an Officer of the Association, whether or not he is an Officer of the Association at the times such expenses and liabilities are incurred, except in such cases where the Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however that in the event of a settlement the indemnification shall apply only when the Board approves such settlement as being in the best interest of the Association.
7. 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.
8. 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.

ARTICLE X
FISCAL MANAGEMENT

A. General. The provisions for fiscal management of the Association set forth in the Restrictive Covenants and elsewhere in these By-Laws shall be supplemented by the provisions of this Article. 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 first day of January and end on the thirty first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

B. Assessment Roll. The Assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such an account shall designate the name and address of each Owner, the dates and amount of each Assessment against each Owner, the frequency with which Assessments come due, the amounts paid upon the account and the balance due upon Assessments.

C. Budget.

1. The Board of Directors shall prepare and adopt, a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association including, but not limited to, the following items:

- a. A Common Expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of Common Elements and Recreational Facilities, taxes of the Common Elements and Recreational Facilities, landscaping, street and walkways, office expense, utility services, casualty insurance, liability insurance, administration and reserves (Operating and replacement);
- b. Proposed Assessments against each Member; and
- c. Any other costs or expenses identified in the Restrictive Covenants.

2. Copies of the proposed budget and proposed assessments shall be transmitted to each Member in accordance with the Restrictive Covenants. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each Member concerned. Failure to deliver a copy of any budget or amended budget to each Member shall not affect the liability of any Member for any such Assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and Assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to levy, at any time, and in their sole discretion, an additional or Special Assessment in the event that the budget originally adopted shall appear to be

insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

D. Bank Accounts. The depository of the Association shall be such bank or banks or other Federally Insured depository as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by the Manager, if any, or such other persons as are authorized by the Board or the By-Laws.

E. Audit of Accounts. If requested by an Owner or first mortgage holder, then at such Owner's or mortgage holder's sole cost and expense, an audit of the accounts of the Association shall be made annually by a certified public accountant, or firm of accountants, and a copy of the report shall be furnished to such Owner or first mortgage holder not later than April 1 of the year following the year for which the report is made.

F. Fidelity Bonds. Fidelity Bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors, but shall be at least an amount 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 XI BOOKS, RECORDS AND PUBLICATIONS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member, or by any holder, insurer or guarantor of a first mortgage that is secured by a Lot, at the principal office of the Association. The Restrictive Covenants and the Articles of Incorporation and By-Laws of the Association shall at all times during reasonable business hours be available for inspection by any Member, or by any holder, insurer or guarantor of a first mortgage that is secured by a Lot, at the principal office of the Association, where copies may be purchased for a reasonable cost

Upon request, any Owner or Co-Owner or the holder, insurer, or guarantor of any first mortgage on any Lot, shall be entitled to a copy of the reconciliation statement of the financial condition of the Association and copy of the tax return of the Association for the immediately preceding fiscal year. A reasonable fee may be charged by the Association for copies of these documents.

ARTICLE XII AMENDMENTS

A. 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 mail or at a regular meeting or special meeting of the Members, by the affirmative casting of a super majority (67%) of all of membership votes of the Association present in person or by proxy, except that the Federal Housing Administration of veterans Administration shall have the right to veto amendments 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

B. Proposal. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the super majority (67%) of Directors, or by a super majority (67%) of membership votes, whether meeting as Members or by written instrument signed by them.

C. Notice. Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, who shall thereupon call a special joint meeting of the Board of Directors and the Membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the form and in the same manner as notice of the call of a special meeting of the Members if required as herein set forth.

D. Adoption. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the Members possessing not less than fifty-one (51) percent of the membership votes. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and the Secretary of the Association, and a copy thereof shall be recorded in the Association's minute book, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Board of Directors and Members; provided, however any amendment to these By-Laws that effects a change in the Association's system of administration shall not become operative until it is embodied in an instrument that is recorded in the same office and in the same manner as the Restrictive Covenants.

E. Delivery of Written Vote. At any meeting held to consider any amendment to the By-Laws, the written vote of any Member of the Association

shall be recognized if such Member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

**ARTICLE XII
MISCELLANEOUS**

- A. Definitions. All capitalized and lower case terms used in these By-Laws, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as in the Restrictive Covenants.
- B. Conflict of Laws. In case of any conflict with the provisions of the South Carolina Non-Profit Corporation laws, such laws control. Such laws are incorporated herein by reference as if fully set out herein.
- C. Priority of Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of these By-Laws, the provisions of the Restrictive Covenants shall control.
- D. Use of Pronouns, etc. For purposes of these By-Laws, masculine or feminine pronouns shall be substituted for those in neuter form, and vice versa, and the plural shall be substituted for the singular, any place or places herein where the context may require such substitution.
- E. Headings. The headings or titles of sections or subdivisions of there By-Laws are inserted as a matter of convenient only, and are not intended to define or limit the subject matter of such sections or subdivisions in any manner.
- F. Severability. If any provision of these By-Laws or part thereof shall be adjudged invalid, the same shall not affect the validity of any other provision of these By-Laws or part thereof.

IN WITNESS WHEREOF we, being all the Directors of the Coolwater Homeowners Association, have hereunto set our hands and seals on February 5, 2016.

WITNESSETH:

Karen D Lee
Rosemary G. Gaddy

[Signature]
DIRECTOR
Robert A. Roe

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) **PROBATE**

PERSONALLY APPEARED before me the undersigned witness who, on oath, deposes and says that (s)he saw the within named members of the BOARD OF DIRECTORS sign, seal and as their act and deed deliver the within written By-Laws for the uses and purposes therein mentioned, and that (s)he with the other witness whose name appears above, witnessed the execution thereof.

Karen D. Lee
WITNESS

SWORN TO BEFORE ME THIS 5th
DAY OF February, 2016.

Karen D. Lee
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 1/21/2019



WHEN RECORDED RETURN TO:
Cool Waters Homeowners Association
c/o Light Property Management
PO Box 8046
Spartanburg, SC 29305

DEE-2019-1032



DEE BK 122-J PG 244-253

Recorded 10 Pages on 01/08/2019 04:14:30 PM

Recording Fee: \$16.00

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

Dorothy Earle, Register Of Deeds

**HANDBOOK OF ARCHITECTURAL GUIDELINES
FOR COOL WATERS
TO RUN WITH THE LAND AND SUPERSEDES ALL
PRIOR ARCHITECTURAL GUIDELINES**

**Cool Waters Homeowners Association, Inc.
Board Resolution 2019-002**

Whereas, Cool Waters Homeowners Association Board of Directors has established a Handbook of Architectural Guidelines for Cool Waters Homeowners Association. Now, Therefore, it is agreed that all Homeowners are subject to the Handbook of Architectural Guidelines for Cool Waters Homeowners Association.

Approved:

Date: 10/25/18

Signature:

Member of Board of Directors Alex Roe

Cover page – pages 1-8 attached

Cool Waters Homeowners Association

Handbook of Architectural Guidelines

2018

INTRODUCTION

The recorded Cool Waters Easements and Protective Covenants (EPC's) contain certain architectural standards and guidelines with which all property owners and homeowners, hereinafter referred to as HOA members are expected to comply. The Cool Waters Homeowners Association has adopted additional standards and guidelines not specifically referenced in the EPC's. This handbook pertains to the architectural standards and guidelines referenced in the EPC's as well as those adopted by the Cool Waters Homeowners Association (HOA) as referenced in the current By-Laws. This handbook is intended to provide helpful information to HOA members with respect to new construction, existing structure modifications, property maintenance, landscaping, and other property enhancements. This handbook is intended primarily for informational purposes only and does not purport to cover every architecturally related situation that may arise. Further, while the handbook is a part of, and governed by the Cool Waters By-Laws, it is not intended to constitute a stand-alone legal document. The information contained herein may be amended at any time if deemed appropriate by the Cool Waters HOA Board of Directors.

ARCHITECTURAL CONTROL COMMITTEE

As mandated by the Cool Waters By-Laws and the recorded Easements and Protective Covenants, an Architectural Control Committee has been established by the HOA. While the exact duties of the Architectural Committee are enumerated in EPC's, its primary responsibilities are to assist HOA members with any architectural issues which might arise, review proposed projects to ensure compliance with established architectural standards and guidelines, and generally help preserve and enhance the Cool Waters community and its real estate values. Homeowners and property owners must notify the Architectural Control Committee and submit an Architectural Review Application in advance of starting any project requiring review and written approval by the Architectural Control Committee. Failure to do so may result in fines being imposed by the Board of Directors. The standards contained in this handbook and the applicable requirements contained in the EPC's will serve as the guidelines to be followed by the Architectural Control Committee when reviewing submitted applications for new construction projects, landscaping or other property improvement projects requiring advance approval. **As a general rule, any exterior construction, existing structure modification or landscaping project requires advance approval unless specifically stated in this handbook that approval is not required.**

ARCHITECTURAL STANDARDS AND GUIDELINES

HOA members are advised that the Cool Waters Easements and Protective Covenants (EPC's) and By-Laws run with the title or deed of each property in Cool Waters. It should be noted that in some cases the provisions contained in these documents might be more stringent than the codes mandated for this area by Spartanburg County or any other municipal government entity. The guidelines contained in the EPC's and those adopted by the Cool Waters HOA are intended to be, and always will be, for the protection of the rights of each HOA member in the Cool Waters community. Project approvals, when required, serve to protect the rights of the HOA member and the neighborhood in general. They also help avoid potential legal complications from neighbor disputes over proposed construction and/or modifications. Avoiding or ignoring compliance with applicable standards and guidelines may result in costly delays and complications.

The Board of Directors and the Architectural Control Committee are aware that situations may arise which may not be specifically addressed in this handbook. In such cases HOA members are advised to contact the Architectural Control Committee for guidance. In the event a proposed project does not comply in whole or in part with one or more of the architectural standards or guidelines that HOA members may request a waiver from the Architectural Control Committee. Waivers may be authorized so long as the proposed project does not negatively impact land joining properties or the Cool Waters community as a whole

NEW CONSTRUCTION

The EPC's contain specific guidelines and information pertaining to new construction with the Cool Waters community. HOA members contemplating the construction of a new dwelling or other permitted structures are advised to familiarize themselves with the applicable guidelines contained therein prior to submitting the required Architectural Review Application or beginning any construction project. Among the specific items covered in the EPC's are:

- Building Requirements
- Construction Completion Requirements
- Driveways and Entrance to Garage
- Outbuilding and Similar Structures

CONSTRUCTION REQUIREMENTS:

All applicable building permits must be obtained prior to the start of any new construction. Any necessary grading and/or excavation shall be done so as to lessen the possibility of erosion of adjacent properties or Common Areas due to improper drainage. No unused construction materials or construction debris may be deposited or discarded onto any other property or Common Areas within the Cool Waters community. The lot owner shall be held responsible for any damage to properties or Common Areas caused

during the construction process as well as for the removal of improperly discarded construction materials. A construction dumpster is required to be placed on and used for the property under construction. Construction sites should be kept clean and free of debris and litter. Dumpsters are required to be emptied or replaced with an empty dumpster before they are overflowing with debris.

GENERAL GUIDELINES AND STANDARDS

The EPC's contain specific guidelines and information pertaining to the architectural elements affecting new construction, existing structures and the Cool Waters community in general. HOA members are again encouraged to familiarize themselves with, and follow the guidelines contained in the EPC's so as to avoid inadvertent non-compliance with the stated guidelines and standards. Among the specific items covered in the EPC's are:

- Use restrictions for outbuildings and similar structures
- Livestock and pets
- Offensive activities
- Signage restrictions
- Aesthetics, nature growth, screening and underground utility service
- Trailers, trucks, buses, boats
- Restrictions on use of easements

The following guidelines, while not specifically addressed in the EPC's, have been adopted by the Homeowners Association for the benefit of the entire Cool Waters community:

AWNINGS: Awnings, whether stationary or retractable, should be of a suitable material such as wood or umbrella cloth and mounted with framing constructed of a suitable material such as wood or aluminum. The color of the awning and frame should be of a solid color compatible with the color of the structure on which the awning is mounted. Awnings are not permitted on the front of homes.

COMMON AREAS: Homeowners are not allowed to place or remove any plant or tree, place any structure upon or otherwise alter any common area or right of way maintained by the Cool Waters HOA. The pavilion, park and recreation area is maintained by the HOA for the enjoyment of all Cool Waters residents. Residents may not reserve this area for private use without the express, written consent of the designated Cool Waters HOA Board member.

DECKS, PATIOS: Decks should be located to the rear of the house. If the backyard is fenced the deck may extend beyond the width of the house to within three (3) feet of the fence line. Decks should be of a suitable material such as a simulated wood product, cedar, redwood or pressure treated lumber. The style and color of the deck should be compatible with the structure to which it is attached. Privacy screening such as wooden

lattice and arbors may be attached to or placed next to the deck. As a general rule, screening should not extend more than six (6) feet above the deck while arbors should not exceed ten (10) feet in length and height. All Deck and Patio plans must be submitted to Architectural Control Committee for approval

DOCKS: Construction and use of docks is governed by SJWD policies. Unless restricted by the EPC's, owners of waterfront lots are advised to contact SJWD directly to determine if construction of a dock is permitted. Under no circumstances may a Cool Waters lot owner have a dock installed without a permit having first been issued by SJWD.

DOG HOUSES: Dog houses should be located at the rear of the residence, placed at ground level, and be of a size suitable for its intended occupant.

EXTERIOR AIR CONDITIONERS: Air conditioning units (condensers) should be located so as to minimize noise impact to adjoining neighbors. The units may be screened with plants or other suitable screening such as lattice or decorative fencing of a color compatible with that of the residence. Individual air conditioning units extending from windows are prohibited.

EXTERIOR COLORS: Any structure may be repainted or re-sided in the same material and color scheme as the original without pre-approval. Changes to color schemes are permitted so long as the proposed colors are compatible with those of the surrounding residences and have been approved by the Architectural Control Committee.

EXTERIOR DECORATIVE OBJECTS: Decorative objects intended for permanent installation and display must be approved prior to installation. Removable exterior decorative objects of a temporary nature such as those displayed for seasonal holiday periods or other special occasions generally do not require pre-approval. In considering the appropriateness of any decorative item, permanent or temporary, the following guidelines must be considered:

Location: Objects should be placed so as not to pose a safety hazard to the resident or any other person. They should not intrude by sight, sound or smell upon adjoining homes or the neighborhood in general.

Design and Color: Objects should be of a design and color that does not clash with or detract from the overall appearance of the residence or the neighborhood in general. **Materials:** Objects should be made of materials capable of withstanding outdoor weather conditions without deteriorating and becoming unsightly.

Environmental Impact: Objects should not have a negative impact upon the environment nor pose a hazard to wildlife in the area.

Size, Scale and Number: Objects should be of a size and scale appropriate to their location upon the property. Objects should not be so numerous as to present a cluttered or overwhelming appearance.

Taste: Objects should not contain language or images that are, by their nature, inflammatory, vulgar, or otherwise offensive to the community.

EXTERIOR LIGHTING: Exterior lighting is permitted for safety, security and architectural enhancement purposes. Security lights, including motion sensor lights should be mounted only on a house, garage or outbuilding and must be directed away from adjacent residences. Pole-mounted floodlights and/or yard lights are prohibited. "Malibu" style lighting, whether electric or solar powered, should be placed at ground level in appropriate locations. Colored light bulbs designed to repel insects should be installed only in fixtures located in the rear of the residence. Temporary lighting for holiday or other festive occasions does not require preapproval.

Holiday lighting shall be operable for a limited amount of time, normally six (6) to a maximum of eight (8) weeks.

FENCES: Fencing must encompass all sides of the rear yard. Waterfront lots are not required to fence along the lake frontage and are subject to SJWD policies. Chain link and split rail fences are not permitted. Fences may be stained or painted. Colors are permitted so long as the proposed colors are compatible with those of the surrounding residences and have been approved by the Architectural Control Committee. All fence plans must be submitted to Architectural Control Committee for approval.

FIREWOOD STORAGE: Firewood should be kept neatly stacked in a pile that does not exceed six (6) feet in length and four (4) feet in height. Firewood should be stored to the rear of the dwelling. Firewood should not be stored directly on decks or patios except in limited quantities intended for immediate use.

FLAGS AND FLAG POLES: Freestanding flagpoles are prohibited. Flagpoles that attach to a structure at an angle may be installed without prior approval. A maximum of two (2) such flagpoles are allowed on a house to accommodate one (1) American flag and one (1) decorative flag. Flags should be no larger than three (3) feet by five (5) feet.

GARDEN (VEGETABLE): Vegetable gardens are not allowed in front or on the sides of the house. should be located toward the rear of the residence at least five (5) feet from the property line and should not take up more than one quarter of the rear yard area. Gardens should not be placed on a grade or slope that allows water to flow onto a neighboring property. Vegetable gardens meeting these conditions do not require pre-approval.

GATES: Gates should match perimeter fencing in material and color. No re-approval is required for replacement of such gates with like kind.

GAZEBOS: Gazebos should be located to the rear of the residence at least five (5) feet from adjacent property lines. Gazebos should be open-sided and constructed of wood or other suitable material. If painted, colors should be compatible with those of the residence. While there are no formal size limitations, a gazebo should not be so large as to overwhelm the area in which it is located. A building permit must be obtained if applicable. All Gazebo plans must be submitted to the Architectural Control Committee for approval

GRILLS (PERMANENT): Permanent grills should be installed at the rear of the residence and as far as practical from adjacent property lines. The location of permanent grills must comply with applicable municipal fire codes.

GUTTERS AND DOWNSPOUTS: Gutters and downspouts may be added or replaced without pre-approval so long as they match existing house colors.

HOT TUBS/SPAS: Hot tubs and spas should be located in the rear yard adjacent to the residence. They may be placed on a patio or incorporated as part of a deck system. The exterior finish of an elevated hot tub or spa should blend with the exterior finish of the residence, patio or deck to which it is attached or most closely related.

HOUSE NUMBERS and DELIVERY RECEIPTALS: House numbers attached to residences within the Cool Waters community are regulated for reasons of security and public safety as well as compliance with aesthetic appearance and overall community standards.

LANDSCAPING — GENERAL: Landscaping around newly constructed residences should be compatible with existing landscaping within the community. For a newly constructed residence, the front yard and side yards, up to the rear corners of the home, should be covered with sod and foundation landscaping in place upon completion of construction. The foundation of the entry elevation and HVAC equipment should be screened with vertical plantings to the fullest extent possible. Rear yards should be seeded or covered with sod as soon as practical upon completion of construction. Lakefront lots must meet SWJD policies that require sod to be placed in rear yards adjacent to the lake. Re-landscaping or adding additional landscape items such as trees, shrubs and flowers around existing residences for aesthetic enhancement is permitted. Dead trees may be removed from a property with board approval or arborist report. Approval is required prior to removing a tree for any other reason. Flower beds and other non-grass areas may be filled with any pre-approved material such as pine bark, pine needles, dyed pine mulch, cedar mulch, finely ground hardwood chips, dark hardwood mulch or dark crushed brick without pre-approval. Water features such as fountains and fishponds require approval from Architectural Control committee. Landscaping and yard maintenance equipment should be stored out of sight when not in use.

PATIOS: Patios should generally be located in the rear of the residence but may extend to the side fence line of a fenced back yard. Side or wrap-around patios are permitted if the residence configuration and/or topography favor such placement as a better alternative. In this case, plans must be submitted to the Architectural Control Committee for approval. Patios should not adversely affect proper drainage. Patios should be constructed of a suitable material such as concrete, brick, slate, stone, or interlocking pavers. Any added fixed accessories such as raised planter boxes, bench seating, or wooden trim should be of a color compatible with the colors of the residence.

RECREATIONAL EQUIPMENT: Recreational items such as swing sets, play structures, and trampolines should be located to the rear of the residence and should not extend onto adjacent properties. Portable basketball goals may be placed on a driveway but must be positioned to ensure the play area remains strictly within the property lines. Play areas such as sand boxes or the area around swing sets or other play equipment may not extend past the property lines. Such areas should be of a size appropriate for their intended use. Tennis or volleyball courts are not permitted on any private property within the Cool Waters community.

REPAIR AND REPLACEMENT: Owners are responsible for making repairs to the structures upon their property. No pre-approval is required to restore a structure to its original condition. Replacement of structural items such as roofing, windows, screens and doors with material or items of the same as the original may be done without pre-approval. Any repair or replacement that would result in a change from the original requires pre-approval.

SATELLITE DISHES: Satellite dishes should be no larger than three (3) feet in diameter. Dishes should be located in the least visible area consistent with optimum signal reception. No more than 1 satellite dish allowed.

SHEDS AND OUTBUILDINGS: It is preferred members construct storage or other outbuildings, but members may use a premanufactured building. All buildings must be permanently attached. (ie: poured concrete slab, pylons, etc..). Shingles are to be of the same quality and color of house. The siding on the outbuilding must match the run of the siding on the main house. The color must match the color of the main house. A permanent skirting must be installed to cover the bottom portion to prevent a air gap between the base of building and the ground. The building should be located in the rear of the lot (or as close as reasonably possible) at the setback lines of the lot as described in the Easements & Protective Covenants. All plans must be submitted to ACC for approval.

SIGNS: One real estate sign of standard size advertising sale, lease or rental of a premises or lot may be placed in the center of the front yard of that property only. An additional sign, visible from the lake, may be erected in the rear of lakefront properties. Such signs should be removed as soon as practical after finalization of the sale, lease or rental transaction. One temporary political sign promoting a particular candidate or issue may be placed without requiring approval upon a property no sooner than thirty (30) days prior to an election and must be removed within seven (7) days following the election. Such signs should be of appropriate size and not be inflammatory in nature. Other signs such as community watch signs, small security warning signs, and yard sale signs may be posted without prior pre-approval. Yard sale signs must be removed within one (1) day following the sale. (See YARD SALES below for additional information.) No lighted signs or signs that are inflammatory, vulgar, or otherwise inappropriate in nature will be allowed on any property within the Cool Waters community. No real estate, political or other signage shall be erected in any Common Area.

SKYLIGHTS: Skylights should be installed so as to minimize exterior reflection from sunlight and interior lighting. Interior lighting should not be directed up into any skylight. Roof-mounted lighting directed down through a skylight is not permitted.

SOLAR COLLECTORS: Solar collectors or panels are not permitted in the Cool Water's subdivision.

SPRINKLER SYSTEMS: In ground sprinkler systems may be installed without pre-approval. Care should be exercised to ensure coverage remains within the property lines.

STORM AND SCREEN DOORS: Storm doors and screen doors including such types as Store-in-Door, security, thermal, and full view are permitted. The colors of such door should be compatible with the exterior colors of the residence.

TREE REMOVAL: Approval is required prior to removing a tree for any other reason. For safety reasons dead trees should be removed in a timely manner. Live trees with trunks in excess of six (6) inches in diameter as measured 54" above grade may be removed from private property so long as there is a valid reason for removal and the Architectural Control Committee has granted approval. Valid reasons include, but are not limited to: disease or damage, safety concerns, too large for space, invasive roots. Removal of trees from easements controlled by SJWD must be done in accordance with SJWD policies.

VEHICLE STORAGE: Untagged and/or inoperable vehicles should be parked in a garage or other structure so that they are not visible to neighboring residents. At no time is parking on the street allowed for a homeowner, or long term residents or visitors for more than one (1) week. A request can be made to the Architectural Control Committee to extend driveway for one additional vehicle. Larger recreational vehicles such as Boats, Class A, Class C or mini motor homes, kept on private property should be stored within a fenced area when not in use. Large trucks, buses or other commercial vehicles may not be kept on private property within the Cool Waters community unless express, written permission to do so has been given by the HOA Board of Directors or Architectural Control Committee.

WELLS: Underground wells are permitted for irrigation purposes only and may not be connected to any source of domestic water, metered or otherwise, from sources beyond the property boundaries. Lakefront lots may install a pump to draw water from Lake Cooley for irrigation purposes with permission from SJWD. Wells and pumps should be located so as to minimize visual and noise impact on adjacent properties. Wires and cables, such as those intended for telephone, radio or television reception should be buried or otherwise hidden. Cables that need to run up the side of a structure toward the roof should be secured flush with the side of the residence and painted the same color as the background.

YARD/GARAGE SALES: As a general guideline, homeowners should conduct no more than two (2) private yard or garage sales per year. Sales should be held during daylight hours only and should not last more than two (2) consecutive days. A sign advertising the sale should be posted no sooner than forty-eight (48) hours prior to the start of the sale and must be removed within twenty-four (24) hours following its completion. One sign of an appropriate size is permitted and must be posted only upon the premises hosting the sale. Additional signs, or posting signs in any common area, are not permitted unless the Architectural Control Committee has granted permission.

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 Recording Fee: \$25.00
 Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
 ASHLEY B. WILLIAMS REGISTER OF DEEDS
 BK:DEE 142-H PG:814-818

STATE OF SOUTH CAROLINA
 COUNTY OF SPARTANBURG

**RESOLUTION OF THE BOARD OF
 DIRECTORS OF COOLWATER
 HOMEOWNERS ASSOCIATION**

Enforcement Policy

Cross Reference:

1. *Easements and Protective Covenants for Cool Water Subdivision. **Book 90-K at Page 203.***
2. *By-laws for Cool Waters to Run with the Land and Supersedes all Prior By-laws. **Book 122-J at Page 254.***

WHEREAS, this resolution is made by the Board of Directors of Coolwater Homeowners Association (the “Board“ and the “Association,“ respectively); and

WHEREAS, the EASEMENTS AND PROTECTIVE COVENANTS FOR COOL WATERS SUBDIVISION was recorded in the Office of the Register of Deeds for Spartanburg County, SC in **Book 90-K at Page 203** (hereinafter, as amended and supplemented, the “Declaration“); and

WHEREAS, the BY-LAWS FOR COOL WATERS TO RUN WITH THE LAND AND SUPERSEDES ALL PRIOR BY-LAWS, was recorded in **Book 122-J, at Page 254** of the Spartanburg County Register of Deeds Office (hereinafter the “By-laws“),

WHEREAS, pursuant to Article III of the By-laws, the Board may establish regulations of the association and fix, levy, collect and enforce payment by any lawful means, all Assessments pursuant to the terms of the Declaration; and

WHEREAS, the Board desires to adopt the following Enforcement Policy which outlines and summarizes the procedures for enforcement of the Declaration and By-laws, Architectural Guidelines, and Regulations (the “Governing Documents“) with respect to notices of violations, and the levying of Assessments for Non-Compliance; and

WHEREAS, under no circumstances will this Enforcement Policy be interpreted or construed to limit or restrict the remedies available to the Association in the event of a violation of the Governing Documents; nor will it be interpreted in any way such that it conflicts with the authority and procedures set forth in the Declaration or construed in any way as an amendment to the same.

NOW THEREFORE, BE IT RESOLVED THAT the Board has adopted the following Enforcement Policy (hereinafter, the “Policy“) for violations of the Governing Documents:

In the event the Board, or its authorized property management company, determines that an Owner or Owners are in violation of the Governing Documents, or that such

Owner is responsible for a violation made by such Owner's occupant, tenant, guest, employee, contractor, or invitee, the following policies and procedures will apply:

1. **Notice of Violation.** In the event of a violation of the Governing Documents and prior to the imposition of Assessments for Non-Compliance, the responsible Owner will be sent a written Notice of Violation describing the general nature of the alleged violation, the actions that need to be taken in order to resolve the violation, and giving the Owner a stated period to cure the violation before being fined. Notice shall be deemed to have been properly sent and received when personally delivered or mailed, postpaid, to the last known address of the person who appears as that person authorized to receive notice on the records of the Association at the time of such mailing. It shall be the responsibility of the Owner to file written notice with the Association of the name and address of the person authorized to receive notification from the Association as to Assessments or infractions of the Regulations. Proof of the authority to receive notice shall be presented to the Association in the form of a certificate signed by the Owner of a Lot or Hud Settlement. If the Owner does not file such certificate, the notice shall be sufficient if delivered, posted or mailed postpaid to the Lot.

- A. **First Notice**— Owner shall be provided written courtesy notice of the violation. The written notice shall describe the nature of the alleged violation and provide a time period within which the violation must be remedied.
- B. **Second Notice** – If violation is not remedied within the timeframe referenced in the First Notice, Owner will be provided with a second written notice of the violation. This Second Notice shall notify the Owner of the continued violation and give the Owner proper time to resolve the violation before a Non-Compliance Assessment is imposed in accordance with the Schedule of Fines below.
- C. **Third Notice**— If the violation is not remedied by the deadline provided in the Second Notice, a third written notice will be sent to the Owner, informing them that the applicable fine has been levied against them and will continue to be levied until the violation is remedied, and informing them of a new timeline before an additional fine is imposed. Additionally, a \$35.00 administrative fee will be automatically charged whenever a Third Notice is necessitated.

2. **Schedule of Fines**

- A. **Rules for Determining Offense Number.** A violation of the same provision of the Governing Documents may be considered to be the same or a substantially similar violation for purposes of determining the offense number. Only a violation for which a Notice of Violation was issued shall be used in determining the offense number.

1. **First Offense** - A violation shall be deemed to be a First Offense if, in the preceding thirteen (13) month period, the responsible Owner has not had the occurrence of violation that is the same or substantially similar.
2. **Second Offense** - A violation shall be deemed to be a Second Offense if, in the preceding thirteen (13) month period, the responsible Owner has had one other occurrence of a violation that is the same or substantially similar.
3. **Third and Subsequent Offense** - A violation shall be deemed to be a Third or Subsequent Offense if, in the preceding thirteen (13) month period, the responsible Owner has had, in the aggregate, two or more other occurrences of violations that are the same or substantially similar.

B. Fine Amount

1. **First Offense** - \$50.00 for each seven (7) day period, or portion thereof, that the violation continues to exist and remain uncorrected after the deadline for compliance, but such Ongoing Fines shall not exceed an aggregate of \$500.00 per violation.
 2. **Second Offense** - \$100.00 for each seven (7) day period, or portion thereof, that the violation continues to exist and remain uncorrected after the deadline for compliance, but such Ongoing Fines shall not exceed an aggregate of \$1,000.00 per violation.
 3. **Third and Subsequent Offense** - \$200.00 for each seven (7) day period, or portion thereof, that the violation continues to exist and remain uncorrected after the deadline for compliance, but such Ongoing Fines shall not exceed an aggregate of \$2,000.00 per violation.
3. **Additional Remedies for Non-Compliance.** In addition to Non-Compliance Assessments, pursuant to Article VII of the Declaration, the Board has the authority to prosecute any proceeding at law or in equity against any offending owner to prevent the owner from continuing the violation or to recover damages for such violation. Further, pursuant to Article VIII (b) of the Declaration, the Association has the right to suspend voting rights of an owner for any period not to exceed 60 (sixty) days for any infraction of its Governing Documents. Pursuant to Article IV(c) of the By-laws, the Board shall have the right to suspend the use and enjoyment of Common Elements and Recreational Facilities for violations of the Governing Documents.
 4. **Authorization to Management Company.** The Board has delegated the authority to send any required Notice of Violation, to the Association's property management company. The property management company is authorized, without the need for additional approval from the Board, to send Notices of Violation for any perceived violation of the

Association's governing documents which will include the proposed sanction. Approval from the Board will be required for any deviation from the foregoing procedures.

5. **Exemptions from this Policy**–

- a. As to violations for which the penalty is specifically enumerated/listed in any other record document of the Association, said specifically enumerated/listed penalty shall apply to said violation, if determined appropriate by the Board of Directors, and the procedures and fine amounts of this Policy shall not bind or dictate the Association's response to said violation(s).
 - b. In the event that it is determined by the Board of Directors, in its sole discretion, that a violation is either of an emergency nature and/or of such a nature that conformity with the procedure set forth above in this Policy would frustrate the Association's reasonable enforcement efforts or be an impractical method to address the violation, then this Policy shall not bind or dictate the Association's response to said violation(s).
6. **Terms of Declaration and By-laws Unrevoked**. Nothing herein shall be construed to in any way supersede or revoke any provisions of the Declaration or By-laws.
7. **Reservation**. Nothing in this Policy shall be construed to diminish or waive the Board's right to exercise other enforcement remedies provided by the recorded documents of the Association as deemed appropriate in its sole discretion.
8. **Right to Modify**. The Board reserves the right to modify this Policy at any time in its sole discretion.

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

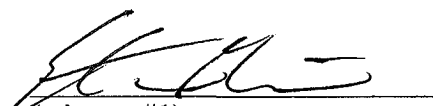
[SIGNATURE PAGE TO FOLLOW]

ADOPTED this 17th day of June, 2023. ("Effective Date"), by the vote of the then current Board of Directors of Coolwater Homeowners Association.

IN WITNESS WHEREOF, the undersigned duly authorized officer of Coolwater Homeowners Association has by its hand and seal below, certified that the foregoing Resolution was adopted and made effective by the vote of the Board of Directors.

SIGNED SEALED AND DELIVERED
in the presence of:

COOLWATER HOMEOWNERS ASSOCIATION


(witness #1)

By: James Tomczak (L.S.)

Print Name: James Tomczak


(witness #2)

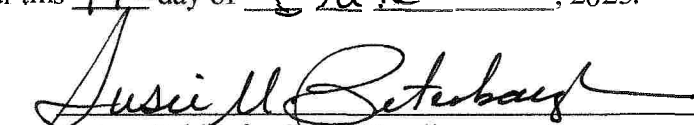
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Susie M. Betenbaugh, Notary Public for the State of South Carolina, do hereby certify that James Tomczak, duly authorized officer of Coolwater Homeowners Association, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Association.

Witness my hand and official seal this 17th day of June, 2023.


Notary Public for South Carolina
My Commission Expires: 10-29-25