

DEE-2020007305
Recorded 25 on 02/19/2020 02:37:47 PM
Recording Fee: \$25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
DOROTHY EARLE REGISTER OF DEEDS
BK:DEE 126-Z PG:32-56

THE PARTIES AGREE THAT THE PROVISIONS OF THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, § 15-48-10, ET SEQ., OF THE CODE OF LAWS OF SOUTH CAROLINA FOR 1976 (AS AMENDED) SHALL BE APPLICABLE TO THIS AGREEMENT, EXCEPT THAT WHERE THE TERMS OF THIS AGREEMENT CONFLICT WITH THE UNIFORM ARBITRATION ACT, THEN THE TERMS OF THIS AGREEMENT SHALL PREVAIL.

STATE OF SOUTH CAROLINA)
) COVENANTS AND RESTRICTIONS
) FOR PELHAM GLEN SUBDIVISION
SPARTANBURG COUNTY)

Prepared by: Bell Carrington Price & Gregg, LLC
408 East North Street
Greenville, SC 29601

TO ALL WHOM THESE PRESENTS MAY COME:

WHEREAS, PELHAM GLEN DEVELOPMENT, LLC (the "Developer") is a limited liability company organized under the laws of the State of South Carolina having its principal office located at 2607 Woodruff Road, Ste. E215, Simpsonville, South Carolina 296081 and is authorized to transact business in the State of South Carolina; and

WHEREAS, the Developer is the owner of that certain real property more fully described in Exhibit A attached hereto (the "Land") located at Spartanburg County, South Carolina; and

WHEREAS, the Developer deems it appropriate to subject the Land to certain restrictions for the benefit of the Lots and Lot Owners in the RMC Office for Spartanburg County, South Carolina; and,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Developer hereby submits the Land, together with all easements, rights and appurtenances there unto belonging, to the following covenants and restrictions:

ARTICLE ONE
Definitions

"Assessment" means the amount assessed against an Owner and his Lot from time to time by the Association in the manner provided herein.

"Association" means Pelham Glen Homeowners Association, Inc., being an association of and limited to Owners of the Lots located in the Project in the form of a non-profit, non-stock membership association which has been or will be incorporated under South Carolina law.

"Board of Directors" or "Board" means the Board of Directors of the Association, and "director" or "directors" means a member or members of the Board.

"Bylaws" mean the Bylaws of the Association, as amended from time to time.

"Common Area" means and includes any and all of the property interests granted to and held by the Association (whether in fee simple or other form of property interest) for the benefit of any one and all Owners, including but not limited to any easements for ingress and egress granted by the Owners (or any Owner's predecessor-in-title) to the Association and land owned in fee simple by the Association. Common Area shall be further defined to include, without limitation, the Private Roads, if any, within the Project.

"Common Expenses" means (a) all expenses incident to the administration, maintenance, repair and replacement of the Common Area, after excluding therefrom such expenses which are the responsibility of an Owner; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners; (c) expenses declared to be Common Expenses by the Association Documents; and (d) reasonable reserves established for the payment of any of the foregoing.

"Developer" means Pelham Glen Development, LLC, its successors and assigns.

"Document" means the Covenants and Restrictions for Pelham Glen Subdivision, and any and all terms conditions, addenda, or exhibits, or incorporations by reference herein, as the same may be amended from time to time.

"Land" means the certain real property described in Exhibit A attached hereto.

"Owner" means the record owner, whether one or more persons, of fee simple title in and to any Lot, excluding, however, those persons having such interest merely as security for the performance of an obligation. It does not include, however, any easement holder.

"Operator" means the person, agency, or organization operating and maintaining the Pump Station by agreement with the Association on behalf of the Association and its members. The term Operator shall include any and all successors or assigns of such person, agency, or organization. As of the date of this Document, the Association purports to enter an agreement by and between the Association and the Greer Commission of Public Works in which the Greer Commission of Public Works shall act as Operator.

"Percentage Interest" means the percentage of undivided interest each Owner owns in the Project; and **"Total Percentage Interests"** means the aggregate of all the Percentage Interests.

"Plans" means and includes all of the architectural and engineering plans of the Project.

"Project" means the Land, the buildings and all other improvements and structures located thereon, and all easements, rights and appurtenances belonging thereto.

"Pump Station" means that certain parcel of land, together with all improvements, fixtures, and equipment located thereon, more particularly including a pump, force main, and lift station connected to the gravity lines which serves, or shall serve, each of the Lots within the Association for the purpose of connecting each of the Lots to sewage utilities and systems, shown as "Sanitary Sewer Pump Station" on the Site Plan.

"Rules and Regulations" means the rules and regulations from time to time promulgated by the Board of Directors governing the use of the Common Areas and Lots.

"Site Plan" means and includes the survey of the Land and improvements attached hereto as Exhibit B showing the boundaries of the Land and the location of the Lots and amenities of the Project thereon.

"Sewage Fee" means the amount charged against an Owner and his Lot from time to time for all services provided by the Operator for sewer services and fees incurred for connection, operation and maintenance of the Pump Station pursuant to separate agreement with the Association, if any.

"Lot" means that part of the Project intended for independent use by an Owner situate within the Lot Boundaries designated in the Site Plan.

"**Lot Estate**" means all the components of ownership held by an Owner, including the rights and interests of the Owner in and to the Lot, the rights of use of the Common Area. Unless the context requires otherwise, all references to "Lots" herein shall include the "Lot Estate".

ARTICLE TWO

Administration

Section 2.1: The Association. The administration of the Common Areas shall be the responsibility of the Association. The Association shall be comprised of all the Owners of Lots. Each Lot shall have a single Membership Interest in the Association, which Interests shall be appurtenant to, and may not be separated from, ownership of any Lot. Each Membership Interest in the Association shall be entitled to cast one vote, subject at all times to the duly adopted Bylaws of the Association. The Association and the Owners shall be governed by this document and the Bylaws, as the same may be amended from time to time.

Section 2.2: Access to Records. The Association shall make available to Owners and mortgage holders, insurers or government guarantors of any mortgage, current copies of the books, records, contractual arrangements and financial statements of the Association in accordance with the South Carolina NonProfit Corporation Act of 1994, as amended.

Section 2.3: Rules and Regulations. The Board of Directors shall be entitled to promulgate reasonable Rules and Regulations from time to time, which shall be binding upon the Association and all Owners and lessees of Owners, their families, invitees and guests, regarding the use and enjoyment of Lots and Common Area.

Section 2.4: Voting Rights. The Association shall have two (2) classes of voting membership, Class A and Class B.

- (a) Class A. Every Owner, with exception of the Developer, shall be a Class A member and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person is a Class A member by virtue of an ownership interest in the same Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The Class A membership of an Owner shall terminate upon the Owner's sale of his/her Lot. However, no termination of a Class A membership shall affect such Owner's obligation to pay assessments, fines, or penalties as hereinafter provided for, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for any period falling after the date of such termination.

- (b) Class B. The Developer shall be the sole Class B member. Class B membership shall be a full voting membership and during its existence, the Class B member shall be entitled to vote on all matters and in all events. The Class B member shall be entitled to three (3) votes for each Lot owned by it; provided, however, that in no event shall the Class B member have less than the total number of Class A votes plus one (1) vote.
- a. Termination of Class B. The Class B membership shall cease and shall be converted to Class A membership at the earlier of: (i) such time as the Developer has sold, transferred or conveyed one hundred percent (100%) of its Lots to an unrelated, unaffiliated person or entity and said Lots are being used as a single-family residence with a certificate of occupancy or (ii) the surrender by the Developer of the authority to appoint and remove members of the Board by an express instrument executed by the Developer; provided however that so long as any mortgagee of Developer holds a security interest in any portion of the Land as security for a loan to Developer, the Class B membership shall not terminate without the prior written consent of such mortgagee. Upon the termination of the Class B membership, Developer shall be treated as a Class A member for any Lot owned by it. For so long as there is a Class B member, such period shall be known as the "Developer Control Period."

ARTICLE THREE

Property Rights

Section 3.1: Lots. Each Lot Estate shall for all purposes constitute a separate parcel of real property which, subject to the provisions of this document, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real property. Each Owner, subject to the provisions of this document, shall be entitled to the exclusive ownership and possession of his Lot.

Section 3.2: Common Areas.

- (a) **Ownership.** The Common Areas may be owned by the Association or the Association may have some form of legal right to use the Common Areas.
- (b) **Use of Common Areas by Owners.** Each Owner shall have the right to use the Common Areas in accordance with the intended purposes without hindering the exercise of or encroaching upon the rights of the other Owners. The Board of Directors shall, if any question arises, determine the purpose for which a part of the Common Area is intended to be used. All Owners and lessees of Owners, their families, invitees and guests shall abide by all Rules and Regulations from time to time in effect governing the use of the Common Area.
- (c) **Perpetual Easement to Common Area.** Each Owner hereby is granted a perpetual, free, non-exclusive, continuous and uninterrupted easement, privilege and use across the Common Area for the purpose of access, ingress and egress to the Owner's Lot. This Easement shall bind and inure to the respective benefit of Grantor and Grantee, their heirs, personal representatives, successors and assigns.

Section 3.3: Status of Title to the Land. The Developer represents and warrants to the Association and all the Owners that as of the effective date hereof, the Developer has good, fee simple, and marketable title to the Land. The rights and interests of all Owners in and to the Common Area shall be subject only to (i) the terms and conditions of this document (ii) liens for real estate taxes for 2018 and subsequent years; (iii) easements, conditions, covenants and restrictions existing against the property; and (iv) applicable governmental regulations, including zoning laws, which may be imposed upon the project from time to time; provided, however, that the Developer warrants that the foregoing do not unreasonably interfere with the use of the Project for residential purposes. In addition, the Developer warrants that it will pay all parties who have provided materials to or rendered services in connection with the construction of the Project in a timely manner and shall indemnify and hold the Association and the Owners harmless from all liens, claims or causes of action of persons who have supplied materials to or rendered services in connection with the construction of the project by Developer.

Section 3.4: Limited Warranty from the Developer, Disclaimer of Warranty from the Developer and Limitation of Remedies.

As to the Common Area.

- (a) **Limited Warranty.** FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT, THE DEVELOPER SHALL AT NO COST TO THE ASSOCIATION REPAIR OR REPLACE (IN THE DEVELOPERS DISCRETION) ANY PORTIONS OF THE COMMON AREA (EXCEPT FIXTURES, ACCESSORIES AND APPLIANCES COVERED BY SEPARATE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DEALERS OR INSTALLATION CONTRACTORS) WHICH ARE DEFECTIVE AS TO MATERIALS OR WORKMANSHIP.
- (b) **Disclaimer of Warranty.** THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND THE DEVELOPER DISCLAIMS ALL OTHER CONTRACTUAL OBLIGATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF THE DEVELOPER IS EXPRESSLY LIMITED TO SUCH REPAIR OR REPLACEMENT AND THE DEVELOPER SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, REGARDLESS OF WHETHER SUCH DAMAGES ARE CLAIMED TO ARISE OUT OF THE LAW OF CONTRACT, TORT OR NEGLIGENCE, OR PURSUANT TO STATUTE OR ADMINISTRATIVE REGULATION.
- (c) **Limitation of Remedies.** Each Owner, in accepting a deed from the Developer or any other party to a Lot, expressly acknowledges and agrees that this Section 3.5(a) establishes the sole liability of the Developer to the Association and the Owners related to defects in the Common Area and the remedies available with regard thereto.

ARTICLE FOUR Assessments

Section 4.1: Creation of Lien and Personal Obligation for Assessments. Each Lot Estate is and shall be subject to a lien and permanent charge in favor of the Association for any of the Assessments, capital contributions, or other charges set forth herein. Each Assessment, together with interest thereon, reasonable attorneys' fees, and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the Lot Estate against which it relates, and shall also be the joint and several personal obligation of each Owner of such Lot Estate at the time the Assessment comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Lot Estate, and each and every Owner by acquiring or holding an interest in any Lot Estate thereby covenants to pay such amount to the Association when the same shall become due. Notwithstanding the foregoing, the obligation to pay Assessments shall commence as to each Lot on the first day of the month following the date on which the Lot is first occupied for residential purposes. A Lot shall be deemed to be occupied for residential purposes when it has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy.

Section 4.2: Annual Assessments; Transfer Contributions. No later than forty-five (45) days prior to the end of each calendar year, the Board of Directors shall set the "Annual Assessments" by estimating the Common Expenses to be incurred during the immediately succeeding calendar year and shall prorate such Common Expenses among the Owners of the Lots in accordance with their respective Percentage Interests and shall give written notice to each Owner of the Annual Assessment fixed against his Lot for such immediately succeeding calendar year. The Annual Assessments levied by the Association shall be collected as provided in Section 4.4. The Annual Assessments shall be levied against the Lot Owners and Lots to defray the Common Expenses of the Project. The Common Expenses of the Project shall be all of the expenditures which are made or incurred by or on behalf of the Association in connection with the exercise of its powers and responsibilities and shall include the following: (i) management fee, if any, and expenses of the administration of the Project; (ii) common utility bills and charges for other common services related to the Common Areas, including but not limited to, water, sewerage, water for landscape irrigation, electricity and other utility expenses; (iii) premiums for all insurance policies maintained by the Association; (iv) the expenses of performing the maintenance, repair, renovation, restoration and replacement work which is the responsibility of the Association hereunder; (v) such other costs and expenses as may be determined from time to time by the Board of Directors to be common expenses; and (vi) the creation and maintenance of such reserve funds as the Board of Directors shall determine, including but not limited to, a reserve for repairs and maintenance.

Upon the bona fide sale of any Lot occurring after the transfer of such Lot by the Developer, the transferee of such Lot Owner ("Transferee-Lot Owner") shall pay the sum of \$500.00 to the Association as a capital contribution ("Transfer Contribution"), which sum shall be paid at the closing of such sale and shall be due to the Association within five (5) days of such closing. The failure of any Transferee-Lot Owner to pay such sum shall result in the creation of a lien under Section 4.1 and Section 4.5. Provided, however, that the entire amount of such Transfer Contribution shall be used exclusively for the purposes authorized to be taken by the Association under this document, and that no portion of any such Transfer Contribution may be paid, passed through, held by, loaned, or otherwise transferred to any entity other than the Association. Neither the Transferee-Lot Owner, the Lot owner selling such Lot, the Association, nor any other Party shall take any action, or fail to take any action, which would cause this Section 4.2 to become unenforceable under South Carolina Code § 27-1-70, nor shall the Association fail to meet each of the conditions necessary to qualify as an Association under South Carolina Code § 27-1-70(a)(1).

Section 4.3: Special Assessments. In addition to the Annual Assessments, the Board of Directors may levy in any calendar year "Special Assessments" for the purpose of supplementing the Annual Assessments if the same are inadequate to pay the Common Expenses and of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of the Limited Common Area or the Common Area (including the necessary fixtures and personal property related thereto); provided, however, that any such Special Assessments shall have the assent of Owners representing a majority of the Total Percentage Interests, voting in person or by proxy, at a meeting at which a quorum is present, duly called for the express purpose of approving such Assessment. Written notice of such meeting shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. The period of the Special Assessments and manner of payment shall be determined by the Board of Directors.

Section 4.4: Date of Commencement of Annual Assessments; Due Date. Although the Annual Assessment is calculated on a calendar year basis, each Owner of a Lot shall be obligated to pay to the Association or its designated agent such Assessment in annual installments on or before the first (1st) day of the calendar year. Notwithstanding anything to the contrary herein this document, the Board may, by majority vote, change the frequency of the payment of Assessments. The obligations of Owners regarding the payment of quarterly portions of the Annual Assessments provided for in this Article IV shall as to each Lot commence upon the date of Closing of the sale from the Developer to a subsequent Lot Owner, if such date is different from the beginning of a calendar quarter with the quarterly installment being prorated as of the date of closing (such date shall become the "commencement date"). The first quarterly payment of the Annual Assessment for each such Lot shall be an amount equal to the quarterly payment for the fiscal year in progress on such commencement date, divided by the number of days in the quarter of conveyance, and multiplied by the number of days then remaining in such quarter. The Association shall, upon demand at any time, furnish to any Owner liable for any such Assessment a certificate in writing, setting forth whether the same has been paid. A reasonable charge, as determined by the Board, may be made for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any Assessment stated to have been paid as to any person or entity who has relied on the certificate to his detriment.

Section 4.5: Effect of Non-Payment of Assessment; Personal Obligation of the Owner; the Lien – Remedies of the Association.

- (a) If an Assessment, capital contribution, or other charge is not paid on the date when due, as hereinabove provided, then such Assessment together with such late charges and interest thereon, reasonable attorneys' fees and any cost of collection thereof as hereafter provided, shall be a charge and continuing lien on the Lot Estate to which it relates, and shall bind such property in the hands of the Owner, his heirs, legal representatives, successors, and assigns. The personal obligation of the Owner to pay such Assessment, however, shall remain his personal obligation. Furthermore, such prior Owner and his successor in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and his successor in title.
- (b) In the event any Assessment is not received within ten (10) days of the due date thereof, a late charge in the form of a service fee to be set by the Board of Directors shall be added to the Assessment and shall be due and payable on demand. In addition, in the event any Assessment is not received within thirty (30) days of the due date thereof, interest at the rate of twenty-four percent (24%) per annum (not to exceed the highest lawful rate) shall be added to the Assessment and shall be due and payable on demand. Interest will continue to accrue until the Assessment is paid in full.

- (c) The Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against the Lot Estate to which it relates or pursue both such courses at the same time or successively. In any event, the Association shall be entitled also to recover reasonable attorney's fees actually incurred and all other costs of collection. Each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding at law or in equity. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may be relieved from liability from the Assessment provided for herein by abandonment of his Lot or otherwise.
- (d) During any period in which an Owner shall be in default in the payment of any Annual or Special Assessment levied by the Association, the voting rights of the Owner and the rights of the Owner and lessees of the Owner, their families, invitees and guests, to use and enjoy the Common Area, except for ingress and egress to the Owner's Lot, may be suspended by the Board of Directors until such time as the Assessment has been paid.

Section 4.6: Subordination of the Charges and Liens to Mortgages. The lien and permanent charge for the Assessments (together with late charges, interest, reasonable attorneys' fees, other fees and costs of collection) authorized herein with respect to any Lot is hereby made subordinate to the lien of any mortgagee or his assigns placed on such Lot Estate if, but only if, all such Assessments with respect to such Lot Estate having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to Assessments authorized hereunder having a due date subsequent to the date such mortgage is filed for record and prior to the satisfaction, cancellation or foreclosure of such mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged Lot Estate of his personal obligation to pay all Assessments coming due at a time when he is the Owner; shall not relieve such Lot Estate from the lien and permanent charge provided for herein (except as to the extent the subordinated lien and permanent charge is extinguished against a mortgagee or such mortgagee's assignee or transferee by foreclosure); and no sale or transfer of such Lot Estate to the mortgagee or to any other person pursuant to a foreclosure sale shall relieve any previous Owner from liability for any Assessment coming due before such sale or transfer.

Section 4.7: Reserve Fund. The Board of Directors shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Area. The Board of Directors shall include amounts needed to maintain an adequate reserve fund in its estimation of the Common Expenses for each fiscal year and shall cause deposits to the reserve fund to be made in connection with the collection of the Annual Assessment. However, the Board of Director shall not be authorized to include an amount that is greater than ten percent (10%) of the yearly budget as the amount assessed in each year for the aforementioned reserve fund without the affirmative vote of a majority of the Owners.

Additionally, in the event that the Board of Directors establishes a reserve fund for a specific item or need (i.e., sidewalks, roads), the funds from said specifically established reserve fund may only be use for that specific purpose and may not, without an affirmative vote of a majority of the Owners, be used for any other purpose.

Section 4.8: Lien for Sewage Fees. Each Lot Estate is and shall be subject to a lien and permanent charge in favor of the Operator for any of the Sewage Fees. Such lien shall be enforceable in the manner prescribed in South Carolina Code Section 6-15-60 through -100. The Sewage Fees, together with interest thereon and cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the Lot Estate against which it relates, and shall also be the joint and several personal obligation of each Owner of such Lot Estate at the time the Sewage Fee comes due and upon such Owner's successor in title if unpaid on the date of the conveyance of such Lot Estate, and each and every Owner by acquiring or holding an interest in any Lot Estate thereby covenants to pay such amount to the Operator when the same shall become due.

ARTICLE V Insurance

Section 5.1: Hazard Insurance.

- (a) The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a master" or "blanket" type policy or policies of property insurance covering the Common Areas.
- (b) The Association shall be the named insured under the referenced policy.
- (c) All policies shall be written with a company licensed to do business in the state of South Carolina, holding a general policyholder rating of "A" or better by Bests Insurance Reports and in a financial category of Class VI or better in Bests Key Rating Guide.
- (d) The Association shall provide copies of all policies to Owners and/or mortgagees requesting the same for a charge not to exceed reasonable copying costs.

Section 5.2: Liability Insurance. The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a policy of comprehensive general liability insurance coverage covering at a minimum all of the Common Area. Coverage limits shall be for at least \$2,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability to the insured for property damage, bodily injury and death of persons in connection with the operation, maintenance and use of the Common Area, and legal liability arising out of Workmen's Compensation laws.

Section 5.3: Damage and Destruction. Immediately after all or any part of the Common Area covered by insurance is damaged or destroyed by fire or other casualty, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the damaged property to substantially the same condition in which it existed immediately prior to the fire or other casualty.

Section 5.4: Directors & Officers Insurance. The Association shall obtain, maintain and pay the premiums, as a Common Expense, upon a policy of insurance coverage covering the actions and activities of the Board of Directors and, if any, the Officers of the Association. Coverage limits shall be for at least \$2,000,000.00 arising out of a single occurrence.

ARTICLE VI Architectural Control

Section 6.1: Approval Required for Changes. To preserve the original architectural appearance of the project, after the purchase of a Lot from the Developer by DR Horton, Inc., its successors or assigns, no exterior construction (except such construction performed by the Developer or DR Horton, Inc.) of any nature whatsoever, shall be commenced or maintained upon any building, including without limitation, the Common Area, nor shall there be any change, modification or alteration (except such changes, modifications or alterations performed by the Developer or DR Horton, Inc.) of any nature whatsoever of the design and appearance of any of the exterior surfaces, or facades, nor shall any Owner paint any gate, fence or roof, nor shall any Owner change the design, or color of the exterior lights, nor shall any Owner install, erect or attach to any part of the exterior any addition or change until after the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of exterior design, color and location in relation to the surrounding structures by the Board of Directors.

Failure to submit plans or commencing construction without the prior written approval of the Board of Directors (as required by this Section 6.1) shall be grounds for the Board of Directors to levy a fine against any such Owner. Said fine shall be a lien against the Lot enforceable as a mortgage upon the filing of such lien as provided herein. Such lien shall be subordinate to the lien of any mortgage of record against such Lot.

Section 6.2: Lien for Fines; Enforcement; Easement of Access for Enforcement; Remedy of Foreclosure. The Board of Directors of the Association shall have the specific, nonexclusive right (but not the obligation) to enforce the provisions contained in this Article and to prevent any violation of the provisions contained in this Article by a fine in such amount as determined by the Board of Directors levied against the Owner of a Lot who violates any such provision contained herein by filing any such fine as a lien against such Lot in the public records of the applicable County and enforcing payment of any such fine by an action in foreclosure against such Lot, including attorney's fees and costs of enforcement, as well as any other proceeding at law or in equity against the Owner of the Lot who violates any such provisions contained herein. The Association shall have an easement and right of access over, upon, and across the Lots in the Project for purposes of enforcing the provisions of this Article.

In the event the Board of Directors makes a determination under this Section 6.1, et seq., the Owner against whom such a determination is made may appeal said determination to the ACC Appeal Board by notifying the Board of Directors, in writing, of the Owner's desire to appeal within thirty (30) days of the Owner being notified of said determination. Nothing in the forgoing sentence shall apply (i.e., no appeal rights or process) during the Developer Control Period.

Section 6.3: Effect of Failure to Approve or Disapprove. If the Board of Directors fails to approve or disapprove the design of any proposed improvements within thirty (30) days after plans, specifications, and site plan therefor have been received by the Board, approval will not be required, and the requirements of this Article shall be deemed to have been fully satisfied; provided, that the plans and specifications required to be submitted shall not be deemed to have been received by the Board if they contain erroneous data or present inadequate information upon which the Board could arrive at a decision. Notwithstanding the foregoing, the Board shall have no right or power, either by action or failure to act, to waive or grant any variance relating to any mandatory requirements specified in the Declaration. Owners hereby acknowledge that any determination of the Board of Directors does not necessarily constitute approval of any governmental entity which may require approval of any such plans.

Section 6.4: Limitation of Liability. Neither the Board of Directors, the members thereof, Association Members, nor the Developer shall be liable in damages or otherwise to any Lot Owner or anyone submitting plans, specifications, site plans, and other submittals pursuant to this Article Six, or to any third party, member of the Association, or Owner of any other Lot with respect to the review, approval, disapproval, failure to review or failure to approve or disapprove any plans, specifications, site plans, or other submittals pursuant to this Article Six, or with respect to any claims of mistake of judgment, negligence, nonfeasance, or breach of duty arising out of or related to this Article Six.

ARTICLE VII Lot Restrictions

Section 7.1: Residential Use. All Lots shall be, and the same hereby are, restricted exclusively to residential use. No immoral, Improper, offensive or unlawful use shall be made of any Lot and no use or condition shall be permitted which is a source of unreasonable noise or interference with the peaceful possession and quiet enjoyment of any other portion of the Project by other Owners or lessees of Owners, their families, invitees and guests. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate. No fire hazard shall be allowed to exist and no use or condition shall be permitted which will increase any rate of insurance related to the Project. In addition, all Owners and lessees of Owners, their families, invitees and guests shall abide by all Rules and Regulations in effect from time to time governing the use of Lots.

Section 7.2: Construction and Sale Period. Anything contained herein to the contrary notwithstanding, it shall be permissible for the Developer to maintain, during the period of construction and sale of Lots, upon such portion of the Project as the Developer may deem necessary, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction and sale of Lots, including, but without limitation, business offices, storage areas, signs, model lots and, sales offices.

Section 7.3: Animals and Pets. Only normal household pets may be kept or harbored in the Lot such as dogs, cats, fish and birds. The Board of Directors may pass rules limiting the number of pets in any one (1) Lot. In no event shall dogs or cats be permitted in any of the Common Area unless carried or on a leash. The Owner shall indemnify the Association and the Board of Directors and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the property.

Section 7.4: Exterior Antennas & Signs. No exterior television or radio antennas, solar panels, or signs of any kind, except for "For Rent" or "For Lease" signs shall be placed on any portion of the Project such that without prior written approval of the Board of Directors. The Board of Directors may promulgate reasonable rules and regulations concerning any signs which are approved.

Section 7.5: Leasing. A Lot Owner may lease his respective Lot to any third party after taking possession of said Lot. All leases or rental agreements shall be in writing and shall be specifically subject to this document and any documents promulgated by the Board of Directors. Notwithstanding the forgoing, no Lot Owner may lease his respective Lot on a transient basis (i.e., AirBNB, VRBO, leases or renting for less than one month). Nothing in the forgoing shall be construed so as to apply to a Lot which is subject to a real estate mortgage insured by FHA or VA.

No Lot Owner shall lease any lot to any third party for fewer than one (1) year. For the purposes of this Section, a month-to-month lease shall not be considered fewer than 1 year if such lease immediately follows a lease between identical parties as landlord and tenant for one or more year. The Board of Directors shall have reasonable discretion to direct the method and manner of advertising a Lot for lease pursuant to this Section. In the event that the Board should disapprove of the method or manner of advertising any Lot or Lots for Lease, the Board shall deliver written notice to the Lot Owner, which shall be considered actually received if posted on the Lot and sent to the address of the Lot Owner as reflected in the records of the Association. Upon receipt of such notice, the Lot Owner shall cease and desist the advertising objected to in such notice as soon as reasonably possible. The Board of Directors may promulgate a list of acceptable or unacceptable practices for advertising a Lot for lease.

Any violation of this Section 7.5 by a Lot Owner shall be grounds for the Board of Directors to levy a fine against any such Owner in its reasonable discretion. Said fine shall be a lien against the Lot enforceable as a mortgage upon the filing of such lien as provided herein. Such lien shall be subordinate to the lien of any mortgage of record against such Lot. Provided, however, that in no event shall the terms of this Section shall apply to the immediate transferee of the Developer that takes fee simple title to any Lot or Property affected by this Declaration.

ARTICLE EIGHT Easements

Section 8.1: Encroachments; Support. If any portion of the Common Area encroaches upon any Lot or any Lot encroaches upon any other Lot or upon any portion of the Common Area as a result of construction, settling or shifting of a building, an easement shall exist for the encroachment and for the maintenance of the same so long as the building stands. If any building, any Lot, any adjoining part of the Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Area upon any Lot or of any Lot upon any other Lot or upon any portion of the Common Area due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

To the extent that any land or improvements that are part of the Common Area or a Lot now or hereafter supports or contributes to the support of any other land or improvement that is part of the Common Area or another Lot, the land or improvement providing such support is hereby burdened with an easement and right for support for the benefit of the other land or improvement that is supported.

Section 8.2: Utilities. There is hereby granted a non-exclusive, perpetual easement upon, across, over and under all the Land for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including, but not limited to, water, gas, sewers, cable television, telephones and electricity, such easements grant to appropriate utility companies the right to erect and maintain the necessary poles and other necessary equipment on or under the Land and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Lots. In addition, the Board of Directors shall be entitled to grant additional permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Land.

The Easements established by this Section 8.2 shall specifically include, without limitation, the following:

- (a) Setback lines as shown on the Plat entitled "Pelham Glen Subdivision" recorded in the Office of the Register of Deeds for Spartanburg County in Plat Book 177 at Page 94.

Section 8.3: Other. There is hereby granted to the Association, its directors, officers, agents and employees and to any manager employed by the Association and to all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter and right of entry upon the Project or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights under this section shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to the Owner or Owners affected thereby.

Section 8.4: Authority to Grant Easements. The Association has the authority to execute, acknowledge, deliver, and record on behalf of the Lot Owners, easements, rights-of-way, licenses and similar interests affecting the Common Area. However, in no event shall the Association or its Board of Directors have the right or authority to grant or give any easement which would expand or add to the sewer capacity of the sewer system in the Project.

Section 8.5: Reservation of Easements by Developer. Until Developer or DR Horton, Inc. has completed all of the improvements on the Land, the Developer reserves for itself and DR Horton, Inc.:

- (a) non-exclusive, perpetual easements and rights-of-way in common with others for access, ingress and egress, on foot or by vehicle of any kind, and for all purposes over the Common Area; and
- (b) non-exclusive, perpetual easements and rights-of-way for the construction of additional improvements and for the installation, maintenance and use of water, sewer, electrical, drainage, surface water run-off, cable television, telephone lines and other utilities and facilities, on, over and along the common elements; and
- (c) non-exclusive, perpetual easements and rights-of-way to connect with and make use of, and the right, but not the obligation, to maintain, repair and replace, all utility lines, pipes, conduits and facilities in connection therewith located on, over and along the common elements; and
- (d) non-exclusive, perpetual easements and rights-of-way to use the Common Areas in common with others for the purpose for which they are intended; and
- (e) non-exclusive, perpetual easements for the installation and maintenance of utilities, including transformers and service facilities, and other commonly beneficial amenities, including, without limitation, mailboxes, trash containers, and area lighting over the Property and Common Areas; and
- (f) an easement over the Common Areas for the purpose of temporarily storing construction materials or parking vehicles and equipment in connection with the construction of improvements on the Common Areas or on property owned by the Developer within the Project; and
- (g) an easement for the benefit of the Developer over the common Areas for access to any property immediately adjacent to the Project.

In addition, Developer may maintain, during the period of construction and sale of the Lots, upon such portion of the Project as the Developer may deem necessary, such facilities as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the construction and sale of Lots, including, but without limitation, business offices, storage areas, signs, model lots and sales offices.

The foregoing reserved easements shall run with the land, have a terminus on adjoining property of Developer, are appurtenant to adjoining land of Developer, and are essential and necessary to the enjoyment of Developers adjoining property.

Section 8.6: Setbacks and Building Lines. No portion of any building on any Lot (including any stoops, porches or decks) shall be erected or permitted to remain within the set back requirements as shown on the Plat entitled Pelham Glen Subdivision” recorded in the Office of the Register of Deeds for Spartanburg County in Plat Book 177 at Page 94. Nothing in this provision shall be construed to be applicable to steps, sidewalks, bikeways, jogging paths, driveways, landscaping or irrigation systems, planters (not exceeding 3’in height), light posts, porches, or such other improvements not comprising heated space, as that term is customarily used.

ARTICLE NINE Miscellaneous

Section 9.1: Amendment. During the Developer Control Period, this document may be amended by the Developer. Thereafter, amendments to this document may be proposed by the Board of Directors or any member of the Association in accordance with the following procedure:

- (a) Notice. Notice of the subject matter of the proposed amendment or amendments shall be included in the notice of the meeting of the Association at which such proposed amendment or amendments are to be considered;
- (b) Adoption. This document may be amended at any time and from time to time at a meeting of the Association called in accordance with the Bylaws and this document upon the vote of Owners representing at least seventy (70%) percent of the Total Percentage Interests;
- (c) Recording. A copy of each amendment provided for in this Section 9.1 shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when recorded.

Notwithstanding the foregoing, nothing herein Section 9.1 shall give the Board of Directors or the Owners the right to amend Section 9.7 on or before the expiration of the Developer Control Period. Any attempted amendment of Section 9.7 before the aforementioned date shall be void.

Section 9.2: Covenants Running With the Land. All provisions of this document shall be construed to be covenants running with the land, and with every part thereof and interest therein, including, but not limited to every Lot and the appurtenances thereto; and each and every provision of this document shall bind and inure to the benefit of all Owners or any part thereof or interest therein, and their heirs, executors, administrators, successors and assigns.

Section 9.3: Severability. Invalidation of any covenant, condition, restriction or the Rules and Regulations of this provision of this document, the Bylaws or the Rules and Regulations shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 9.4: Restraints on Alienation. If any of the covenants, conditions, restrictions or other provisions of this document shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Purvin Pujara or Samuel Lindsay Carrington.

Section 9.5: Headings. All Article and Section headings are utilized merely for convenience and shall not limit or enlarge the application of the respective Articles or Sections.

Section 9.6: Arbitration. Any dispute or controversy arising under or in connection with this Document, with exception of any dispute or controversy concerning the collection of Assessments, shall be submitted to binding arbitration in accordance with the requirements of the South Carolina Uniform Arbitration Act as then in effect ("SCUAA"). All arbitration proceedings shall be conducted in Greenville, South Carolina. The arbitrators shall be selected as provided in the SCUAA, and the arbitrators shall render a decision on any dispute within one hundred twenty (120) days after the last of the arbitrators has been selected. If any party to this Document fails to select an arbitrator with regard to any dispute submitted to arbitration under this Section, within thirty (30) days after receiving notice of the submission to arbitration of such dispute, then the other party shall select an arbitrator for such non-selecting party, and the decision of the arbitrators shall be binding upon all the parties to the dispute, their personal representatives, legal representatives, heirs, successors and assigns. Each party to an arbitration proceeding under this Section shall pay an equal portion of all arbitrators' expenses and fees, together with other expenses of arbitration, except that the parties shall bear their own respective expert witness, professional and attorneys' fees. Notwithstanding the foregoing, the provisions of Section 9.6 shall not apply to the Developer or DR Horton, Inc..

Section 9.7: Litigation Against Developer. In the event that the Board of Directors or the Owners desire to initiate any proceeding, action, lawsuit, or similar process against the Developer, said proceeding, action, lawsuit or similar process shall be approved by an affirmative vote of a at least seventy percent (70%) of the Owners. Any attempted proceeding, action, lawsuit or similar process without the necessary approval shall be void.

{Signatures appear on the following pages}

IN WITNESS WHEREOF, the duly authorized member of PELHAM GLEN DEVELOPMENT, LLC has caused this Covenants and Restrictions to be executed this 18th day of February, 2020.

[Signature]
 Witness #1

[Signature]
 Witness #2

PELHAM GLEN DEVELOPMENT, LLC:

By: SIGMA INNOVATIONS, LLC
Its: Manager

By: [Signature]
Michael Bernard, Authorized Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw Michael Bernard, acting as Authorized Member of SIGMA INNOVATIONS, the Manager of PELHAM GLEN DEVELOPMENT, LLC, seal and deliver the foregoing document and that(s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof. *The subscribing witness is not a party to or beneficiary of the transaction.*

[Signature] (Seal)

Sworn to and subscribed before me this 18th day of February, 2020.

[Signature]
 Notary Public for S.C.
 My Commission Expires: 12/06/2022

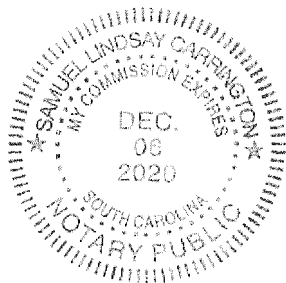


EXHIBIT A
(Legal Description of Land)

ALL those certain pieces, parcels or lots of land situate, lying and being in the County of Spartanburg, State of South Carolina, being shown and designated as **Lot Nos. 1-45**, on plat entitled "Pelham Glen Subdivision" recorded in the Office of the Register of Deeds for Spartanburg County in Plat Book 177 at Page 94. Reference being made to said plat for a more complete and accurate description.

ALSO, those certain pieces, parcels or lots of land situate, lying and being in the County of Spartanburg, State of South Carolina, being shown on plat entitled "Pelham Glen Subdivision" recorded in the Office of the Register of Deeds for Spartanburg County in Plat Book 177 at Page 94, including the roadways, "Detention Basin", "Sanitary Sewer Pump Station", and any open space such "Open Space 1", "Open Space 2" and "Open Space 3". Reference being made to said plat for a more complete and accurate description.

This being a portion of the property conveyed to Pelham Glen Development, LLC by the following deeds of record in the Spartanburg County Register of Deeds Office: (i) of Scott Satterfield, Casey Satterfield, Sherry Sudduth and Sherry Satterfield, as Personal Representative for the Estate of Cody Satterfield dated December 11, 2017 and recorded December 12, 2017 in Book 117-Y at Page 602 and which was re-recorded in Book 118-B at Page 943; (ii) of Randy K. Vaughn and Donna V. Davis dated December 11, 2017 and recorded December 12, 2017 in Book 117-Y at Page 597; (iii) of Randy K. Vaughn and Donna V. Davis dated December 11, 2017 and recorded December 12, 2017 in Book 118-C at Page 804.

TMS: # 9-07-00-059.01 & 9-07-00-059.03

EXHIBIT B
(Site Plan)

Hereby incorporating that certain plat entitled "Pelham Glen Subdivision" recorded in the Office of the Register of Deeds for Spartanburg County in Plat Book 177 at Page 94.

EXHIBIT C
(ByLaws)

**BY-LAWS OF
PELHAM GLEN HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE ONE
OFFICES**

1.1 Name. The name of the Association is PELHAM GLEN HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

1.2 Location. The principal office and mailing address of the Association shall be located at Hinson Management, 8499 Valley Falls Road, Boiling Springs, SC 29316 or such location as may be designated by the Board of Directors.

**ARTICLE TWO
MEETINGS OF THE ASSOCIATION**

2.1 Annual Meeting Date. The annual meeting of Association shall be held in January of each year, or if said date be a legal holiday, then on the next succeeding day which is not a holiday.

2.2 Special Meeting. Special meetings of the Association may be called at any time by the President or by unit owners having forty-nine (49%) percent or more of the total vote of the Association.

2.3 Place. Annual or special meetings of the Association may be held at any place within reasonable proximity to Pelham Glen in Spartanburg County, South Carolina, as set forth in the notice thereof, or in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver, or if no place is so specified, at the registered office of the Association.

2.4 Notice. Notice of annual or special meetings of the Association shall be given to each unit owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, stating the time, place and purpose of such rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

2.5 Quorum. A quorum shall be deemed present throughout any meeting of the unit owners until adjourned if unit owners, in person or by proxy, entitled to cast more than one-third (1/3rd) of the votes of the Association are present at the beginning of such meeting.

2.6 Vote of Unit Owners. On all matters upon which the unit owners are entitled to vote, each unit owner shall be entitled to cast the number of votes which are allocated to each unit owned by such unit owner by the Covenants and Restrictions for Pelham Glen filed in the Office of the Register of Deeds for Spartanburg County, as may be amended from time to time (the "Declaration"). Any action of the Association shall be deemed valid upon the majority vote of the members present in person or by proxy at any annual or special meeting of the Association at which a quorum is present, unless the laws of South Carolina provide for an affirmative vote greater than a majority. The vote of the owners of a unit owned by a corporation or other legal entity shall be cast by the person named in a certificate signed by the agent of such corporation, or by a general partner of a partnership, as the case may be, and filed with the secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such unit shall not be considered in determining the requirement for a quorum not for any other purpose. In no event shall more than one vote be cast with respect to any unit.

2.7 Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing filed with the Secretary of the Association. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon the sale by the unit owner of his unit.

2.8 Suspension of Membership and Voting Rights. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of such person/entity may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

2.9 Presiding Officer. The presiding officer at all meetings of the unit owners shall be the President, in whose absence the Vice President shall preside. If neither of such officers is present, the members shall elect a chairman to preside at the particular meeting.

2.10 Adjournments. Any meeting of the unit owners, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

2.11 Action in Lieu of Meeting. Any action to be taken at meeting of the unit owners, or any action that may be taken at a meeting of the unit owners, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the unit owners entitled to vote with respect to the subject matter thereof and any further requirements of law pertaining to such consents have been complied with.

ARTICLE THREE DIRECTORS

3.1 General Powers. The powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers, without any further consent or action on the part of the unit owners. The Board of Directors shall have the authority to adopt from time to time reasonable rules and regulations governing the use of the submitted property by the unit owners. All resolutions adopted and all business transacted by the Board of Directors shall require the affirmative vote of a majority of the Directors present at the meeting.

The Board of Directors shall also be authorized to enter into such agreements for professional management of the Association as the Board shall deem to be in the best interests of the Association; provided, however, that all such agreements must provide for termination on ninety (90) days written notice and a maximum contract term of one (1) year.

3.2 Number of Directors. During the Developer Control Period (as defined in the covenants and restrictions for Pelham Glen), there shall be one director—Sigma Innovations, LLC. Upon the expiration of the Developer Control Period (as defined in the covenants and restrictions for Pelham Glen), following shall apply:

- the Board of Directors of the Association shall consist of a minimum of one (1) member and a maximum of four (4) members. Board members shall be elected at each annual meeting of the unit owners and serve for a term of one year or until their successors are elected.
- Nomination. Nominations for election for the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than one (1). Such nominations shall be made from among the members of the Association.
- Election. Election of the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
- Vacancies. The Directors may fill the place of any Director which may become vacant prior to the expiration of his term, and such appointment by the Directors is to continue until the expiration of the term of the Director whose place has become vacant.
- Meetings. The Directors shall meet annually without notice, following the annual meeting of the unit owners. Special meetings of the Directors may be called at any time by the President or by any Director, on two days' notice to each Director, which notice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Directors may attend and participate in meetings either in person or by means of conference telephones or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such communication equipment shall constitute presence in person at any meeting. Attendance in person at such meeting shall constitute a waiver of notice thereof.
- Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
- Action in Lieu of Meeting. Any action to be taken at a meeting of Directors, or any action that may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the Directors and any further requirements of law pertaining to such consents have been complied with.
- Compensation. Officers and Directors shall serve without compensation, but they shall be entitled to reimbursement for reasonable expenses incurred in the performance of their duties.

ARTICLE FOUR OFFICERS AND THEIR DUTIES

4.1 Enumeration of officers. The Board may choose to elect officers of the Corporation. If so offices are created, the provision of this Article shall apply.

4.2 Election of Officers. The election of officers shall take place at the annual meeting of the Board of Directors following each annual meeting of the members.

4.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

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

4.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the 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.

4.6 Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

4.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

4.8 Duties. The duties of the officers are as follows:

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

(b) Vice President - The vice president shall act in the place and stead of the president in event of the absence, inability or refusal of the president to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary - The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer - The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the

Board of Directors shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members. The Treasurer may be appointed by the Board of Directors from among the unit owners, and need not be a member of the Board of Directors.

ARTICLE FIVE COMMITTEES

5.1 The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

5.2 It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE SIX INSPECTION OF BOOKS; NOTICE TO MORTGAGEES

6.1 The books, records, and papers of the Association shall at all times, during reasonable business hours and by appointment set prior, be subject to the inspection of any unit owner or the mortgagee of any unit owner. Nothing herein shall be construed to require the Association to provide any book, record or paper which is not required by the South Carolina NonProfit Corporation Act of 1994, as amended.

6.2 All mortgagees who request the same shall be entitled to receive a written notification from the Association of any default in the performance by the individual unit owner/mortgagor of any obligation under the covenants and restrictions which is not cured within sixty (60) days.

ARTICLE SEVEN SEAL

7.1 The seal of the Association shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at anytime, the signature of the Association followed by the word "Seal" enclosed in parentheses or scroll shall be deemed the seal of the Association. The seal shall be in the custody of the secretary and affixed by him on all appropriate papers.

ARTICLE EIGHT RESOLUTION OF CONFLICTS

8.1 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions and these Bylaws, the Covenants and Restrictions shall control.

ARTICLE NINE
FISCAL YEAR

9.1 The Board of Directors shall be authorized to fix the fiscal year of the Association and to change the same from time to time as it shall deem appropriate.

END OF BY-LAWS

ADOPTED THIS THE 18th DAY OF FEBRUARY, 2020.

[Signature]
Witness #1

[Signature]
Witness #2

PELHAM GLEN DEVELOPMENT, LLC:

By: SIGMA INNOVATIONS, LLC

Its: Manager

By: [Signature]
Michael Bernard, Authorized Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGEMENT

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw Michael Bernard, acting as Authorized Member of SIGMA INNOVATIONS, the Manager of PELHAM GLEN DEVELOPMENT, LLC, seal and deliver the foregoing document and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

[Signature] (Seal) *witness is not a party to or beneficiary of this transaction.*

Sworn to and subscribed before me this 18th day of February, 2020.

[Signature]
Notary Public for S.C.
My Commission Expires: 12/06/2022

