

**DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**GLENEDDIE**

**EACH PERSON ACQUIRING A LOT IN GLENEDDIE IS BOUND BY ALL OF THE TERMS AND PROVISIONS OF THIS DECLARATION AND MUST READ IT IN ITS ENTIRETY IN ORDER TO BE FULLY AWARE OF ALL REQUIRED RESTRICTIONS.**

**AMONG SUCH REQUIREMENTS ARE THE FOLLOWING:**

- **THAT EACH OWNER OF A LOT BE A MEMBER OF, AND PAY ASSESSMENTS TO, GLENEDDIE COMMUNITY ASSOCIATION, INC.**

**THE RECITATION OF CERTAIN REQUIREMENTS OF THIS DECLARATION ABOVE DOES NOT RELIEVE ANY OWNERS OF A LOT IN GLENEDDIE FROM THE REQUIREMENTS OF ALL PROVISIONS OF THIS DECLARATION AND ANY AMENDMENTS TO THIS DECLARATION WHICH MAY HEREAFTER BE RECORDED.**

**AS SET FORTH IN THIS DECLARATION, DECLARANT RESERVES TO ITSELF THE RIGHT TO MODIFY, ALTER OR CHANGE THE DEVELOPMENT PLAN FOR GLENEDDIE CONSISTENT WITH THE UNIFORM SCHEME OF DEVELOPMENT FOR GLENEDDIE. DECLARANT HAS RESERVED CERTAIN RIGHTS TO UNLATERALLY AMEND THIS DECLARATION. DECLARATION HAS ALSO RESERVED THE RIGHT TO ANNEX ADDITIONAL PROPERTY INTO GLENEDDIE.**

**Drawn by and after recording return to:**

**Christopher P. Gelwicks**

**The McIntosh Law Firm, P.C.**

**P.O. Box 2270**

**Davidson, NC 28036**

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR GLENEDDIE**

Table of Contents

	Page
ARTICLE I	
DEFINITIONS	
Section 1. "Annual Assessments"	1
Section 2. "Articles of Incorporation"	1
Section 3. "Assessments"	2
Section 4. "Association"	2
Section 5. "Board" of "Board of Directors"	2
Section 6. "Bylaws"	2
Section 7. "Common Area" or "Common Areas"	2
Section 8. "CPI"	2
Section 9 "Declarant"	2
Section 10. "Declaration"	2
Section 11. "Initial Capital Assessment"	2
Section 12. "Lot"	2
Section 13. "Member"	3
Section 14. "Mortgage"	3
Section 15. "Mortgagee"	3
Section 16. "Occupant"	3
Section 17. "Owner"	3
Section 18. "Person"	3
Section 19. "Plat"	3
Section 20. "Project"	3
Section 21. "Property"	3
Section 22. "Recording Office"	3
Section 23. "Roadways"	3
Section 24. "Special Assessments"	4
Section 25. "Supplemental Declaration"	4
Section 26. "Town"	4
Section 27. "Transfer Fee"	4
Section 28. "Turnover Date"	4

Table of Contents

(continued)

Page

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION AND WITHIN  
THE JURISDICTION OF THE ASSOCIATION

Section 1. Property Made Subject to this Declaration.....4

Section 2. Additions to the Property.....4

ARTICLE III  
PROPERTY RIGHTS

Section 1. Ownership of Common Areas.....5

Section 2. Owners’ Right to Use and Enjoy Common Areas.....5

Section 3. Delegation of Use.....6

ARTICLE IV  
THE ASSOCIATION

Section 1. Membership.....6

Section 2. Classes of Voting Members.....6

Section 3. Relinquishment of Control.....6

Section 4. Management Contracts.....7

Section 5. Maintenance.....7

Section 6. Reserve Fund.....8

Section 7. Liability Limitations.....8

ARTICLE V  
COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Annual, Supplemental  
Annual, Special and Special Individual Assessments.....8

Section 2. Purpose of Annual Assessments.....9

Section 3. Payment of Annual Assessments’ Due Dates.....9

Section 4. Maximum Annual Assessment.....10

Section 5. Special Assessments.....11

Section 6. Initial Capital Assessments and Transfer Fees.....11

Section 7. Collection Agent.....12

Section 8. Reduced Assessments For Lots Owned by Declarant.....12

(continued) Page

ARTICLE VI  
GENERAL ASSESSMENT PROVISIONS

Section 1. Certificate Regarding Assessments.....12  
Section 2. Effect of Nonpayment of Assessments; Remedies of the Association.....12  
Section 3. Subordination of the Lien to Mortgages.....12

ARTICLE VII  
RESTRICTIONS

Section 1. Restricted Activities in Common Areas and Maintenance Areas.....13  
Section 2. Rules of the Board.....13  
Section 3. Governmental Requirements.....13  
Section 4. Occupants.....13

ARTICLE VIII  
INSURANCE;REPAIR AND RESTORATION; CONDEMNATION

Section 1. Board of Directors.....13  
Section 2. Premium Expense.....15  
Section 3. Special Endorsements.....15  
Section 4. General Guidelines.....15  
Section 5. Insurance Proceeds.....15  
Section 6. Insufficient Proceeds.....15  
Section 7. Owner's Personal Property.....15  
Section 8. No Obligation to Insure Owners' Property.....16  
Section 9. Security.....16  
Section 10. Condemnation.....16

ARTICLE IX  
EASEMENTS AND OTHER RIGHTS

Section 1. Easement and Cross-Easements on Common Areas.....17  
Section 2. Use of Common Areas.....17  
Section 3. Right-of-Way Over Roadways.....17  
Section 4. Right of the Association and Declarant to Enter Upon the Common Areas  
And Maintenance Areas.....17  
Section 5. Easement for Encroachments.....18

Table of Contents

(continued)

Page

ARTICLE X  
GENERAL PROVISIONS

Section 1. Duration.....	18
Section 2. Amendment.....	18
Section 3. Enforcement; Litigation.....	19
Section 4. Severability of Provisions.....	20
Section 5. Notice.....	20
Section 6. Titles.....	20
Section 7. No Exemption.....	20
Section 8. Changes to Plans for the Project.....	20
Section 9. Existing Protective Covenants.....	20

STATE OF SOUTH CAROLINA

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR GLENEDDIE

COUNTY OF ANDERSON

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 6<sup>th</sup> day of October, 2022, by Liberty Communities, LLC, a Delaware limited liability company authorized to do business in South Carolina ("Declarant"). All capitalized terms used in this Declaration shall have the meanings set forth in Article I or elsewhere in this Declaration.

WITNESSETH:

Declarant is the owner of the real property located in Anderson County, South Carolina, and more particularly described on Exhibit "A" attached hereto and incorporated by this reference ("Initial Property"). The Initial Property, together with portion of the Additional property (defined below) that may be subjected to this Declaration, is being developed by the Declarant (or one or more affiliates of Declarant) as a residential community known as Gleneddie ("Project").

Declarant desires to provide for the preservation of the property values, amenities and opportunities in the Project and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the easements, covenants, conditions, restrictions, charges and liens set forth and/or described in this Declaration.

Although Declarant contemplates that separate easements, covenants, conditions and restrictions (which may include easements, covenants, conditions and restrictions similar to those contained in this Declaration) may be imposed with regard to the various phases or section of the Project, Declarant desires to impose pursuant to this Declaration easements, covenants, conditions and restrictions upon all of the Property, with the understanding that, at the option of the Declarant, additional restrictions may be imposed with regard to the various phases or sections of the Project.

NOW, THEREFORE, the Declarant subjects the Property to the easements, covenants, conditions, restrictions, charges and liens set forth in this Declaration, and declares that (subject to certain rights of amendment, as described below) all of the Property shall be held, sold and conveyed subject to such easements, covenants, conditions, restrictions, charges and liens, all of which are for the purpose of protecting the value, desirability and attractiveness of the Project. Subject to the above-described rights of Declarant, such easements, covenants, conditions, restrictions, charges and liens shall run with the Property and be binding on all parties having or acquiring any right, title, of interest in the Property or any part thereof and shall inure to the benefit of each owner the Property of any part thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Annual Assessments" shall mean and refer to Assessments levied annually by the Association, as described in more detail in Article V, Section 2.

Section 2. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for the Association attached as Exhibit "B" to this Declaration and incorporated by reference, as amended from time to time.

Section 3. “Assessments” shall mean and refer to any or all of the following: Annual Assessments, Supplemental Annual Assessments, Special Assessments, Special Individual Assessments, Initial Capital Assessments, and Transfer Fees.

Section 4. “Association” shall mean and refer to Gleneddie Community Association, Inc., as South Carolina non-profit corporation, its successors and assigns.

Section 5. “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association, which shall be elected and shall serve pursuant to the Bylaws.

Section 6. “Bylaws” shall mean and refer to the Bylaws for the Association attached as Exhibit “C” hereto and incorporated in this Declaration by reference, as amended from time to time.

Section 7. “Common Area” or “Common Areas” shall mean and refer to all real and personal property owned by the Association, and all easements granted to the Association, for the common use and enjoyment of the Owners; provided, however, that the term Common Areas shall not include any Lot that the Association may acquire through foreclosure of an Assessment lien, or by deed in lieu of foreclosure. The Common Areas shall include any property specifically shown and designated on any Plat as “Common Area,” “Common Open Areas,” “Common Open Space,” “Open Space,” “COS,” “Private Right-of-Way,” “Pond,” or a similar designation. The Common Areas initially shall be owned by Declarant for ultimate conveyance to the Association for the common use, benefit and enjoyment of the Owners. Declarant reserves the right, but not the obligation, to provide an additional Common Areas within the Project.

Section 8. “CPI” shall have the meaning set forth in Article V.

Section 9. “Declarant” shall mean and refer to Liberty Communities, LLC, a Delaware limited liability company authorized to do business in South Carolina, its successors in title and assigns, provided that any such successor-in-title or assign shall acquire for the purpose of development and/or sale all or substantially all of the remaining undeveloped or unsold portions of the Property, and, provided further, that in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as “Declarant” hereunder by the grantor of such conveyance, which grant shall be the “Declarant” hereunder at the time of such conveyance. Provided further, that upon such designation of such success Declarant, all rights, duties and obligations of the former Declarant in and to such status as “Declarant” hereunder shall cease, it being understood that as to all of the property, there shall be only one person or legal entity entitled to exercise the rights and powers of the “Declarant” hereunder at any time.

Section 10. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as amended and/or supplemented from time to time.

Section 11. “Initial Capital Assessment” shall mean and refer to the amount that a Developer shall collect upon the initial transfer of title to a Lot, as more particularly set forth in Article V, Section 6.

Section 12. “Lot” shall mean and refer to a portion of the Project, whether developed or undeveloped, intended for development, use and occupancy as an attached or detached dwelling

for a single family. Each Lot containing vacant land intended for development or land on which improvements are under construction shall be deemed to contain one (1) Lot. Upon issuance of one or more Certificate(s) of Occupancy for a structure or structures constructed on a Lot, the Lot on which such structure(s) are constructed shall be deemed to contain one (1) Lot. Each Tract shall be deemed to contain the number of Lots equal to the number of Lots shown on recorded Plats subdividing such Tract into Lots. No tract of land shall become a "Lot," as that word is used in this Declaration, until a Plat of the area in which the same is located is recorded in the Recording Office.

Section 13. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 14. "Mortgage" shall mean any mortgage or deed of trust

Section 15. "Mortgagee" shall mean the owner and holder of a Mortgage at the time such term is being applied. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot, Tract and/or Lot.

Section 16. "Occupant" shall mean and refer to any person occupying all or any portion of a Lot, Tract or the Property for any period of time, regardless of whether such person is a tenant of the Owner of such Lot, Tract or portion of the Property.

Section 17. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, Tract or other portion of the Property, but excluding those having such interest merely as security for the performance of an obligation. Furthermore, Declarant shall be deemed an Owner for so long as Declarant owns any portion of the Property or of the Currently Owned Additional Property.

Section 18. "Person" shall mean and refer to any natural person, corporation, joint venture, partnership (general or limited), limited liability company, association, trust or other legal entity.

Section 19. "Plat" shall mean and refer to any plat of the Property or any part of it which is recorded from time to time in the Recording Office.

Section 20. "Project" shall mean and refer to the residential development and amenity facility being developed by Declarant on the Property and commonly known as Gleneddie.

Section 21. "Property" shall mean and refer to the Initial Property, as defined in the recitals, as well as such portions of the Additional Property as may be made subject to the provisions of this Declaration pursuant to the provisions of Article II.

Section 22. "Recording Office" shall mean and refer to the Office of the Clerk of Court for Anderson County, South Carolina.

Section 23. "Roadways" shall mean and refer to the roads, streets, entranceways, and cul-de-sacs in the Project, as shown on the Plats, and any other roads, streets, entranceways and



cul-de-sacs on the Property, as well as any paved areas, roundabouts, curbs, gutters, sidewalks, medians, signs, street trees and other Improvements located within such areas, all to be privately maintained by the Association until accepted for maintenance by the Town, County, or other governmental entity, as set forth in Article IV, Section 5.

Section 24. "Special Assessments" shall mean and refer to Assessments levied by the Association for the purpose of defraying, in whole or in part, the cost of (i) the construction of any improvements in the Common Areas which are not originally constructed by Declarant; or (ii) the reconstruction, repair or replacement of the Common Areas, including any improvements located thereon.

Section 25. "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions and Restrictions filed in the Recording Office, to bring additional property within the coverage of this Declaration and the jurisdiction of the Association, as more particularly described in Article II.

Section 26. "Town" shall mean and refer to the Town of Anderson, South Carolina.

Section 27. "Transfer Fee" shall mean and refer to the fee that the Association may collect upon transfer of title to a Lot, as more particularly set forth in Article V, Section 6.

Section 28. "Turnover Date" shall have the meaning set forth in Article IV.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION  
AND WITHIN THE JURISDICTION OF THE ASSOCIATION

Section 1. Property Made Subject to this Declaration. The Initial Property is made subject to this Declaration, and the Initial Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Declarant, the Association, each Owner and each party owning record title to any of the Initial Property subject to this Declaration and the controls, covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, including without limitation the provisions of the Guidelines.

Section 2. Additions to the Property.

(a) Declarant may cause all or any portion of the Additional Property (including Common Areas) to be made subject to the terms and scheme of this Declaration by filing one or more Supplemental Declarations in the Recording Office, containing a description of the portion of the Additional Property so subjected, and a statement by Declarant of its intent to extend the operation and effect of this Declaration as to such portion of the Additional Property. Notwithstanding the foregoing, the covenants and restrictions established in this Declaration as applied to, or imposed upon, the Additional Property may be altered or modified by the filing of one or more Supplemental Declarations as provided in subparagraph (b) of this Section 2.

(b) Any Supplemental Declaration may contain complementary additions to the covenants and restrictions contained in this Declaration, and may vary the covenants and

restrictions contained in this Declaration as they apply to such Additional Property, as may be necessary in the judgment of Declarant to reflect the different character of the Additional Property.

(c) In addition to the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this Declaration, Declarant shall have the right, at its election without the consent of any Owner or Owners of portions of the Property outside of the affected Phase, to subject (or to allow the Owner thereof to subject) any Phase of the Property, to additional controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens, by recording an Additional Declaration in the Recording Office covering only such Phase within the Property. Such an Additional Declaration may or may not provide for the establishment of a property owners' association to govern the ownership and/or maintenance of the Phase affected by and the enforcement of the provisions of such Additional Declaration. Whether or not a property owners' association is formed pursuant to such Additional Declaration, the Association shall have the right and authority to enforce all controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens imposed by such Additional Declaration and any amendments thereto, whether or not such right and authority is expressly provided for in such Additional Declaration.

(d) So long as Declarant owns any part of the Property, the prior written consent of Declarant shall be required for any Person to modify, change and/or amend, in whole or in part, the terms and provisions of this Declaration, any Supplemental Declaration and/or any Additional Declaration, or to impose new or additional covenants, conditions, restrictions or easements (including any Additional Declaration) on any part of the Property.

### ARTICLE III PROPERTY RIGHTS

Section 1. Ownership of Common Areas. Except for Common Areas that may be located within the boundaries of a Lot, Declarant shall convey to the Association the Common Areas to be owned and maintained by the Association; provided, with respect to any part of the Common Areas leased by Declarant shall assign its rights under such lease to the Association and the Association shall assume all obligations of Declarant under such lease. Declarant reserves the right (but shall not be obligated) to construct within the Common Areas, among other things, (i) the Roadways (including sidewalks, drainage facilities and other improvements), (ii) ponds, water quality basins, and related drainage improvements, and (iii) certain additional recreational amenities and facilities, for the use and enjoyment of the Owners who are entitled to the use of such Common Areas as provided in this Declaration. Notwithstanding the recordation of any Plat or any other action by Declarant or the Association, all Common Areas shall remain private property and shall not be considered as dedicated to the use and enjoyment of the public (with the exception of the Roadways, which may eventually be accepted for public dedication and maintenance by the Town, County or another governmental entity).

Section 2. Owners' Rights to Use and Enjoy Common Areas. As provided in Article IX of this Declaration, each Owner shall have the non-exclusive easement and right to use and enjoy the Common Areas, and such right shall be appurtenant to and conveyed with title to such Owner's

(a) the right of the Association and the Board to promulgate and enforce reasonable regulations governing the use of the Common Areas to insure the availability of the right to use the Common Areas to the Owners and the safety of all Owners within the Common Areas; the right of the Association to suspend the voting rights of an Owner in the Association and the right of the Association to suspend the right to use certain or all of the Common Areas by an Owner for any period during which any assessment or charge against said Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of Declarant or the Association to grant or reserve access (pedestrian or vehicular), utility, drainage and other easements across the Common Areas; and

(c) any and all other applicable provisions of this Declaration.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Areas and facilities located thereon to the members of his or her family, his or her guests, invitees, or his or her tenants.

#### ARTICLE IV THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot within the Project Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall be governed by the Bylaws attached as Exhibit "C" to this Declaration. In addition, as long as Declarant owns any part of the Property, or any portion of the Currently Owned Additional Property, Declarant shall be a Member of the Association.

Section 2. Classes of Voting Members. The Association shall have two (2) classes of voting membership:

(a) Class I. The Class I Association Members shall be all Association Members with the exception of Declarant, Class I Association Members shall be entitled to one (1) vote for each Lot owned by such Association Member. When more than one Person owns an interest (other than a leasehold or security interest) in any Lot, all such Persons shall be Members and the voting rights appurtenant to said 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.

(b) Class II. The Class II Association Member shall be Declarant. The Class II Association Member shall be entitled to ten (10) votes for each Lot owned by Declarant.

Section 3. Relinquishment of Control. Notwithstanding anything contained in this Article IV to the contrary, the Class II Association Membership shall cease and be converted to the Class I Association Membership upon the earliest to occur of (a) the date on which Declarant no longer owns any part of the Property or of the Currently Owned Additional Property; (b) the date Declarant shall elect, in its sole discretion, that the Class II membership cease and be conveyed to the Class I membership (which election may be made, if at all, upon Declarant giving written notice of its election to the Board); or (c) December 31, 2045. The earliest to occur of (a), (b) or (c) above shall be referred to in this Declaration as the "Turnover Date," After the Turnover

Date and for so long as Declarant owns any part of the Property, Declarant shall be a Class I Association Member.

Section 4. Management Contracts. The Association is authorized, empowered, but not obligated to engage the services of any person, firm or corporation to act as managing agent of the Association at a compensation level to be established by the Board and to perform all of the powers and duties of the Association. Provided, however, that the term of any such agreement with a managing agent shall not exceed one (1) year, and shall only be renewed by agreement of the parties for successive one (1) year terms. Any such contract shall be terminable by the Association with or without cause upon ninety (90) days prior written notice to the manager without payment of a termination fee.

Section 5. Maintenance. Prior to their acceptance for public maintenance, the Roadways shall be maintained by the Association, provided that Declarant, in its sole discretion, has the right to reimburse the Association for maintenance costs until the Roadways are accepted for maintenance by the Town, County or other governmental entity. Such maintenance shall include repair and reconstruction, when necessary. Maintenance of the Roadways shall conform to the standard of maintenance (if one is ascertainable) which would be required by the Town, Anderson County or other governmental entity before it would accept such Roadways for maintenance. The Common Areas shall be maintained by the Association as more particularly described below:

(a) Maintenance of the entryways to the Project shall include maintenance, repair and reconstruction, when necessary, of the entrance monuments, signage, irrigation, planters and lighting located thereon and providing and paying for landscaping, utility charges for irrigation and lighting of the entrance monuments and signage located thereon.

(b) Maintenance of the Drainage Easement Areas shall include repair, maintenance and reconstruction, when necessary, of the retention ponds, water quality basins, underground pipes, catch basins or other storm drainage improvements constructed or placed within the Drainage Easement Areas, and any other maintenance obligations necessary to comply with the requirements of the South Carolina Department of Health and Environmental Control ("DHEC"). Declarant discloses that it has entered (or will enter) into a Permanent Stormwater System Maintenance and Responsibility Agreement (the "Maintenance Agreement") with DHEC and/or other governmental entities, obligating Declarant or its successor to be responsible for the maintenance of the storm drainage improvements, including compliance with a pond maintenance plan that specifies regular periodic maintenance obligations. Upon the completion of the storm drainage improvements in each Phase of the Project, and the conveyance of the Common Areas in that Phase to the Association, Declarant shall assign to the Association, and the Association shall assume from Declarant, all maintenance obligations set forth in the Maintenance Agreement.

(c) To the extent not maintained by the Town, County or other governmental entity, as the case may be, the Association shall maintain or cause to be maintained the road rights-of-way and medians and associated landscaping (including street trees) and related improvements along and within the Roadways.

(d) The Common Areas shall be kept clean and free of debris, and maintained in a neat and orderly condition, including repair, maintenance, replacement and removal, when

necessary, of any landscaping, utilities or Improvements located thereon, in accordance with such standards as may be specified by Declarant in its sole discretion as long as Declarant owns any portion of the Property.

(e) The Association shall not be responsible for the maintenance of any Lot or any portion of any Lot or the improvements within the boundaries thereof, including, without limitation, any Lot. The Owners of such Lots shall be solely responsible for the same.

Section 6. Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of all or a portion of the Common Areas and in order to fund unanticipated expenses of the Association or to acquire equipment or services deemed necessary or desirable by the Board of Directors. Such reserve fund shall be collected and maintained out of the Annual Assessments, Initial Capital Assessments and/or Transfer Fees. Assessments collected as reserves shall not be considered to be advance payments of Annual Assessments.

Section 7. Liability Limitations. Neither Declarant, nor any Association Member, nor the Board, nor any officers, directors, agents or employees of any of them, shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Association Member, whether or not such other Association Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof. The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

## ARTICLE V COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Annual, Supplemental Annual, and Special Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance document, is deemed to covenant and agrees to pay Assessments to the Association, established and collected as provided in this Declaration. Any such Assessment, together with interest, costs, and reasonable attorneys' fees, shall be: (a) charge and a continuing lien upon the Lot, as the case may be, against which each such Assessment is made, and (b) the personal obligation of the Owner, at the time when the Assessment fell due, of the Lot, as the case may be, against which such Assessment is made. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them, provided such Assessments, together with interest, costs, and reasonable attorneys' fees, shall, as set forth above, be a continuing lien upon the Lot against which such Assessments or charges are made.

Section 2. Purpose of Annual Assessments. The Annual Assessments shall be used as follows:

(a) to repair, maintain, reconstruct (when necessary) and keep clean and free from debris the Common Areas (including without limitation the Amenity Areas, and any Improvements located on the Common Areas or the Maintenance Areas, and to maintain the landscaping, including any necessary removal or replacement of landscaping;

(b) to maintain and repair the Roadways to the standards of the maintenance (if one is ascertainable) which would be required by the Town, County or other governmental entity before it would accept such Roadways for maintenance;

(c) to maintain, operate, repair and reconstruct, when necessary, the entryways to the Project, including the entrance monuments, signage, irrigation, planters, landscaping and lighting located thereon, including all Improvements located within the Entrance Monument Easement Areas;

(d) to maintain and repair the road rights-of-way and medians and associated Street Lights, landscaping (including street trees) and related improvements along and within the Roadways to the extent not maintained by the Town, County or another governmental entity, as the case may be, if applicable and constructed;

(e) to pay all ad valorem taxes levied against the Common Areas and any other property owned by the Association;

(f) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to the Bylaws;

(g) to pay all legal, accounting, and other professional fees incurred by the Association carrying out its duties set forth in this Declaration and in the Bylaws;

(h) to carry out all other purposes and duties of the Association, the Board of Directors as states in the Articles, by Bylaws, and in this Declaration;

(i) to maintain a reserve fund for the purposes set forth in Article IV, Section 6, in the amounts as determined by the Board of Directors;

(j) to pay all fees, costs, compensation, and other charges accruing under any management agreement or similar contract entered into, or assumed, by the Association in accordance with Article IV, Section 4.

The expenses of the Association for the foregoing purposes are sometimes referred to in this Declaration as "common expenses."

Section 3. Payment of Annual Assessments; Due Dates. Each Owner of a Lot shall pay the Association Annual Assessments as set forth below.

The Annual Assessments shall commence as to all Lots shown on a Plat of any Phase of the Property as of the date of the conveyance of the first Lot by Declarant to an Owner (other than

Declarant) of such Lot, or at such other time as may be established in any Supplemental Declaration. The Annual Assessment for the first year in which a Lot is subject thereto shall be prorated based upon the number of days remaining in the applicable billing period from the date of such conveyance. The Annual Assessment amount for the calendar year beginning 2022, is established by Declarant to be Three Hundred and Seventy-Five Dollars (\$375.00) per Lot. The Annual Assessment amount for each and every year thereafter shall be in an amount as set by the Board of Directors, in accordance with the terms of this Article V. Annual Assessments shall be due and payable in advance in equal installments on a quarterly basis commencing on January 1, April 1, July 1 and October 1 of each calendar year. The Board of Directors shall fix the amount of the Annual Assessment as to each Lot for any calendar year at least thirty (30) days prior to January 1 of such calendar year, and the Association shall send written notice of the amount of the Annual Assessment, as well as the amount of the payment due, to each Owner on or before January 5 of such calendar year. The failure of the Association to send, or of a Member to receive, such notice shall not relieve any Member of the obligation to pay Annual Assessments. Notwithstanding the forgoing, the Board of Directors may alter the dates of the fiscal year for setting the Annual Assessments, and may increase or decrease the frequency of the collection of the Annual Assessments (or installments thereof) in any reasonable manner.

Section 4. Maximum Annual Assessment.

(a) For calendar year 2023 and thereafter, the Board of Directors, by a vote in accordance with the Bylaws, without a vote of the Members may increase the Annual Assessment applicable to each Lot by a maximum amount equal to the previous year's Annual Assessment times the greater of (i) ten percent (10%) or (ii) the annual percentage increase in the Consumer Price Index, All Urban Consumers, United States, All Items (1982-84= 100) (the "CPI") issued by the U.S. Bureau of Labor Statistics for the most recent 12-month period for which the CPI is available. If the CPI is discontinued, then the index most similar to the CPI (published by the United States Government indicating changes in the cost of living) shall be used. If the Annual Assessments are not increased by the maximum amount permitted under the terms of this provision, the difference between any actual increase which is made and the maximum increase permitted for that year shall be computed and the Annual Assessments may be increased by that amount in a future year, in addition to the maximum increase permitted under the terms of the preceding sentence for such future year, by a vote of the Board of Directors, without a vote of the Members.

(b) For calendar year 2024 and thereafter, the maximum annual assessment applicable to each Lot may be increased above the maximum amount set forth in subparagraph (a) of this Section 4 by a vote of a majority of the votes appurtenant to the Lots which are then subject to this Declaration, plus the written consent of Declarant (so long as Declarant owns any part of the Property).

(c) The Board of Directors may fix the Annual Assessment applicable to each Lot at an amount not in excess of the maximum set forth in subparagraph (a) of this Section 4 (the "Maximum Annual Assessment"). If the Board of Directors shall levy less than the Maximum Annual Assessment for any calendar year and thereafter, during such calendar year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by vote in accordance with the Bylaws, levy a supplemental Annual Assessment ("Supplemental Annual Assessment"). In no event shall the sum of the

Annual and Supplemental Annual Assessments for any year exceed the applicable Maximum Annual Assessment for such year except as expressly provided in this Declaration.

(d) With respect to any Lot conveyed by Declarant, the purchaser of such Lot shall pay to the Association at closing the amount of the Annual Assessment for the installment period in which the closing occurs on such Lot, prorated based upon the number of days remaining in such installment period. With respect to any Lot conveyed by any Owner other than Declarant, the amount of the Annual Assessment applicable to such Lot for the installment period in which such closing occurs shall be prorated between the buyer and seller thereof as of the date of closing of such conveyance.

Section 5. Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only. Provided, however, (a) Declarant shall not be obligated to pay any Special Assessments on Lots owned by Declarant except with Declarant's prior written approval, and (b) any Special Assessment must be approved by Declarant (so long as Declarant owns any part of the Property or the Currently Owned Additional Property) and by a vote of a majority of the votes appurtenant to the Lots which are then subject to this Declaration.

Section 6. Initial Capital Assessments and Transfer Fees. The Association, shall collect from each initial purchaser of a Lot at the time of closing an Initial Capital Assessment, in an amount equal to twice the then-current monthly installment of the Annual Assessment (without giving any effect to the discount in Annual Assessments prior to the Amenity Area Opening Date). As an example, the initial amount of the Initial Capital Assessment to be collected from each purchaser, based on the 2022 assessment rates, shall be Sixty Three Dollars (\$63.00). Such funds shall not be considered advance payments of other Assessments. Such amounts may be used for initial equipment and supplies, organizational expenses and other start-up costs, and for such other purposes as the Board may determine.

In addition, the Board shall have the authority to establish and collect a Transfer Fee payable by the transferring Owner upon each transfer of title to a Lot within the Property, which Transfer Fee shall be payable to the Association at the closing of the transfer, and shall be deemed an Assessment secured by the Association's lien under Article V, Section 1. The Board shall have the sole discretion to determine the amount of the Transfer Fee, which shall not exceed twice the then-current monthly installment of the Annual Assessment (without giving any effect to the discount in Annual Assessments prior to the Amenity Area Opening Date). As an example, the initial maximum amount of the Transfer Fee, based on the 2022 assessment rates, shall be Sixty Three Dollars (\$63.00).

The Transfer Fees may be used to fund the reserves established under Article IV, Section 6, or for such other purposes as the Board may determine. No Transfer Fee shall be levied upon: (a) the initial conveyance of a Lot or Lot by Declarant, (b) any conveyance by a co-owner of a Lot to another person who also was the co-owner of that Lot prior to the conveyance, (c) any conveyance to the estate, surviving spouse or a child upon the death of an Owner, (d) to an entity wholly owned by the Owner, provided that upon any subsequent transfer of an ownership interest in that entity, the Transfer Fee shall become due, or (e) the foreclosure of any Mortgage, or the delivery of a deed in lieu of foreclosure.

Section 7. Collection Agent. At the option of the Board of Directors, any person or



entity designated by the Board of Directors may act as collection agent for any and all assessments imposed by the Association and/or the Board against the Owners.

Section 8. Reduced Assessments For Lots Owned by Declarant. Except as otherwise expressly set forth in this Declaration, all Lots owned by Declarant shall not be subject to Assessments. Furthermore, Declarant shall be entitled to credit against any Assessments on Lots owned by Declarant any and all amounts which Declarant has paid directly for common expenses, or has paid or contributed to the Association for the Association's payment of common expenses.

## ARTICLE VI GENERAL ASSESSMENT PROVISIONS

Section 1. Certificate Regarding Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 2. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment (or installment thereof) not paid by its due date as set forth in this Declaration shall bear interest from such due date at the rate of eighteen percent (18%) per annum or the highest rate then permitted by law, whichever is less. In addition to such interest charge, the delinquent Owner shall also pay such late charge as may have been established by the Board of Directors to defray the costs arising because of late payment. The Association may bring an action at law against the delinquent Owner (or foreclose the lien against the applicable portion of the Property), and interest, late payment charges, costs and reasonable attorney's fees related to such action or foreclosure shall be added to the amount of such Assessment, and secured by the Assessment lien. No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by non-use of his or her property or the Common Areas or otherwise.

Section 3. Subordination of the Lien to Mortgages. Subordination of the Lien to Mortgages. The lien of the Assessments provided for in Article V and in Article VI of this Declaration shall be subordinate to the lien of any first Mortgage on a Lot. Sale or transfer of any Lot shall not affect the Assessment lien. The sale or transfer of any Lot pursuant to a mortgage foreclosure under any first Mortgage on a Lot or Tract, or any proceeding in lieu thereof, however, shall extinguish the lien (but not the personal obligation of the mortgagor or any prior Owner) of such Assessments as to payments which became due prior to such sale or transfer; provided, however, that the Board of Directors may in its sole discretion determine such unpaid Assessments to be an Annual, Special or Special Individual Assessment, as applicable, collectable pro rata from all Owners, including the foreclosure sale purchaser. Such pro rata portions are payable by all Owners notwithstanding the fact that such pro rata portions may cause the Annual Assessment to be in excess of the Maximum Annual Assessment permitted hereunder. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for in Article V and in Article VI of this Declaration shall continue to be subordinate to the lien of any first Mortgage on a Lot as provided above.

ARTICLE VII  
RESTRICTIONS

Section 1. Restricted Activities in Common Areas and Maintenance Areas. No cutting of vegetation, dumping, digging, filling, destruction or other waste shall be committed on the Common Areas by individual lot owners without approval from the Association. There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from, the Common Areas, without the prior written consent of Declarant and the Association. Each Owner shall be liable to the Association and/or Declarant for any damage to any Common Area caused by the negligence or willful misconduct of the Owner or his family, tenants, guests, agents, employees, or invitees.

Section 2. Rules of the Board. All Owners of any Lot shall abide by all rules and regulations adopted by the Board from time to time. The Board shall have the power to enforce compliance with such rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association and/or Declarant for all damages and costs, including attorneys' fees.

Section 3. Governmental Requirements. Nothing contained in this Declaration shall be deemed to constitute a waiver of any governmental requirements applicable to any Lot and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any Lot shall continue to be applicable and shall be complied with in regard to the Lots, Each Owner shall comply with all laws, regulations, ordinances and other governmental rules and restrictions in regard to the Lot(s), or other portion of the Property owned by such Owner (including, without limitation, applicable zoning and watershed laws, rules, regulations and ordinances).

Section 4. Occupants Bound. All provisions of this Declaration, any Additional or Supplemental Declaration and the Bylaws and any and all rules and regulations, use restrictions or the Guidelines promulgated pursuant hereto or thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned.

ARTICLE VIII  
INSURANCE; REPAIR AND RESTORATION; CONDEMNATION

Section 1. Board of Directors. The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in no less than the amounts set forth below:

(a) Property Insurance. All improvements and all fixtures and personal property included in the Common Areas and Maintenance Areas and all personal property and supplies belonging to the Association shall be insured in an amount equal to the current replacement cost (exclusive of land, foundation, excavation and other normally excluded items) as determined annually by the Board with the assistance of the insurance company providing coverage. The Board shall, at least annually, review the insurance coverage required in this Section 1(a) and determine the current replacement cost of such improvements and fixtures and personal property and supplies. Such coverage shall provide protection against loss or

damage by the perils covered by the "special form of loss" policy promulgated by the Insurance Services Organization, or its equivalent. In addition to the provisions and endorsements set forth in this Article Sections 2, 3, and 4, the property insurance described in this Section 1(a) shall contain the following provisions:

- (1) standard "Agreed Amount" and "Inflation Guard" endorsements;
- (2) construction code endorsements if the Common Area becomes subject to a construction code provision which would require changes to undamaged portions of any building thereby imposing significant costs in the event of partial destruction of such building by an insured peril;
- (3) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the Owners and their employees, agents, tenants and invitees; and
- (4) a provision that the coverage will not be prejudiced by act or neglect of one or more Owners when said act or neglect is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

(b) Liability Insurance. The Board shall also be required to obtain and maintain, to the extent obtainable, a policy of commercial general liability insurance (current ISO Form or its equivalent), and a policy of officer's and director's liability insurance in such limits as the Board may, from time to time, determine to be customary for projects similar in construction, location and use as the Project, covering each member of the Board, the managing agent, if any, and each Owner with respect to his liability arising out of the ownership, maintenance, or repair of the Common Areas and Maintenance Areas, or from service on the Board. Such insurance shall include endorsements covering cross liability claims of one insured against another, including the liability of the Owners as a group to a single Owner. The Board shall review such limits annually.

(c) Fidelity Coverage. The Board shall also be required to obtain fidelity coverage against dishonest acts on the part of all persons, whether officers, directors, trustees, employees, agents or independent contractors, responsible for handling funds belonging to or administered by the Association. The fidelity insurance policy shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Association's estimated annual operating expenses and reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(d) Other. The Board, or its duly authorized agent, shall have the authority to and shall obtain and maintain in effect such other insurance coverages as the Board shall determine from time to time to be desirable, specifically including, without limitation, directors and officers liability insurance, flood insurance, workers' compensation or employee liability insurance, automobile liability insurance, performance bonds, and maintenance bonds.

Section 2. Premium Expense. Premiums upon insurance policies purchased by the Board shall be paid by the Board and charged as a common expense to be collected from the Owners pursuant to the terms of this Declaration.

Section 3. Special Endorsements. The Board shall make diligent efforts to secure insurance policies that will provide for the following:

- (a) recognition of any insurance trust agreement entered into by the Association;
- (b) coverage that may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the names insured and any insurance trustee; and
- (c) coverage that cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board without prior demand in writing that the Board cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association or any Owner.

Section 4. General Guidelines. All insurance policies purchased by the Board shall be with a company or companies licensed to do business in the State of South Carolina and holding a rating of "A VIII" or better by the current issue of *Best's Insurance Reports*. All insurance policies shall be written for the benefit of the Association and shall be issued in the name of and provide that all proceeds thereof shall be payable to the Association. Notwithstanding any of the foregoing provisions and requirements relating to insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, who shall have exclusive authority to negotiate losses under any policy providing such insurance.

Section 5. Insurance Proceeds. Subject to any limitations imposed by any applicable financing documents, the Association shall use the net proceeds of property insurance covered by it to repair and/or replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of casualty insurance paid to the Association remaining after satisfactory completion of repair and replacement shall be retained by the Association as part of the general reserve fund for repair and replacement of the Common Area and/or Maintenance Areas.

Section 6. Insufficient Proceeds. If the insurance proceeds received by the Association are insufficient to reimburse, to repair and/or replace any damage or destruction to person or property, the Board may levy a Special Assessment against the Owners to cover the deficiency.

Section 7. Owner's Personal Property. Neither the Association nor Declarant shall be liable in any manner for the safekeeping or condition of any personal property belonging to or used by any Owner or his family, tenants, guests or invitees, located on or used at the Common Areas. Further, neither the Association nor Declarant shall be responsible or liable for any damage or loss to any personal property of any Owner, his family, tenants, guests or invitees located on or used at the Common Areas. Each Owner shall be solely responsible for all personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase of, at such Owner's sole cost and expense, any liability or other insurance for damage to or loss of such property.

Section 8. No Obligation to Insure Owners' Property. By virtue of taking title to a Lot or Tract within the Project, each Owner acknowledges that neither the Association nor Declarant has any obligation to provide any insurance for any portion of such Lot or Tract or any Lot or other property located thereon.

Section 9. Security. The Association may, in its sole discretion, but shall not be obligated to, provide certain security and fire protection measures, and maintain or support certain other activities within the Project designed to make the Project safer than it might otherwise be. Provided, however, should the Association provide, maintain or support any such measures or activities, then neither the Association, Declarant, nor any successor of Declarant shall in any way be considered insurers or guarantors of security or fire protection within the Project, and neither the Association, Declarant nor any successor of Declarant shall be held liable for any loss or damage by reason or failure to provide or take any security or fire protection measures or for the ineffectiveness of any such measures undertaken. Each Owner and Occupant of any Lot, and each tenant, guest and invitee thereof acknowledges and understands that neither the Association, Declarant nor any successor of Declarant are insurers, and each such Owner, and Occupant of a Lot, and their tenants, guests and invitees assume all risks for loss or damage to persons, property or contents belonging to any such persons.

Section 10. Condemnation. Whenever all or part of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for and on account of such taking shall be paid to the Association. The Association, acting through the Board, shall have the right to negotiate and litigate the issues with respect to the taking and compensation affecting the Common Area, without limitation on the right of the Owners to represent their own interests. Each Owner, by his acceptance of a deed to a Lot, Tract, or other portion of the Property, appoints the Association as his attorney-in-fact to negotiate, litigate or settle on his behalf all claims arising from the condemnation of the Common Area. All compensation and damages paid to the Association on account of such a taking shall be used to restore the Common Area, provided such restoration is possible, with the excess, if any, to be retained by the Association and applied to future operating expenses by the Board, in its sole discretion. Nothing in this Section 10 shall prevent any Owner whose Lot or other property is specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on its own behalf for consequential damages relating to loss of value of the affected Lots, Tracts or other property, or improvements, fixtures or personal property thereon, exclusive of damages relating to the Common Area. In the event that the condemnation award does not allocate consequential damages to specific Owners, but by its terms includes an award for reduction in value of Common Area, Lots, Tract or other property without such allocation, the award shall be divided between affected Owners and the Board, as their interests may appear, by the Board in its sole discretion.

#### ARTICLE IX EASEMENTS AND OTHER RIGHTS

Declarant, in addition to any other easements granted or reserved in this Declaration, reserves unto itself, its successors and assigns, and grants to the Association and any other persons or entities hereinafter set forth, the following non-exclusive easements on, upon, over, across, through and under the Property, applicable to Lots owned by the Declarant only. In

addition, Declarant reserves unto itself, its successors and assigns, the right, on behalf of itself and the Association, to grant additional easements on, upon, over, across, through and under the Common Areas and any portion of the Property owned by Declarant as deemed to be in the best interests of and proper for the Project, including, but not limited to, easements in favor of Declarant, the Association, the Owners, and all their family members, guests, invitees and tenants and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified.

Section 1. Easements and Cross-Easements on Common Areas. Declarant, for itself, its designees and the Association, reserves the right to impose upon the Common Areas from time to time such easements and cross-easements for ingress and egress, installation, maintenance, construction and repair of utilities and facilities including, but not limited to, electric power, telephone, cable television, master antenna transmission, surveillance services, governmental and quasi-governmental purposes, sewer, water, gas, drainage, irrigation, pond maintenance, storm water management, lighting, television transmission, garbage and waste removal, emergency services, and the like as it deems to be in the best interests of, and necessary and proper for, the Project or any portion thereof.

Section 2. Use of Common Areas. Subject to any limitation or restriction set forth in this Declaration, Declarant declares that the Common Areas are subject to a perpetual nonexclusive easement in favor of Declarant, the Association and their designees, the Owners and all their family members, guests, invitees and tenants, and appropriate governmental and quasi-governmental agencies to use the Common Areas for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as the same are reasonably intended in accordance with the terms of this Declaration and any Additional Declaration or Tract Declaration. If ingress or egress to any Lot or other portion of the Property is through any Common Area, any conveyance or encumbrance of such area is subject to this easement.

Section 3. Right-of-Way Over Roadways. Declarant reserves, for the benefit of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and grants to the Association, its agents, employees, tenants, invitees, designees, successors and assigns, and to each Owner of a Lot or Tract, their family members, tenants, guests, invitees, successors and assigns, and to each Occupant of a Lot or Tract, and to all governmental and quasi-governmental agencies and service entities having jurisdiction over the Property while engaged in their respective functions, a perpetual non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across the Roadways for the purpose of providing access, ingress and egress to and from, through and between the Property.

Section 4. Right of the Association and Declarant to Enter Upon the Common Areas. Declarant reserves for the benefit of itself, its successors in interest and assigns, and grants to the Association and all agents, employees or other designees of Declarant or the Association an easement for ingress, egress and access to enter upon or over the Common Areas for the purposes of inspecting any construction, proposed construction, or Improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of Declarant or the Association, as appropriate. Such easement includes an easement in favor of the Association and Declarant to enter upon the Common Areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially

designated or for such purposes as they are hereafter re-designated or as Declarant otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained in this Section shall be interpreted as imposing any obligation upon the Association or Declarant to maintain, repair, or construct Improvements which an Owner is required to maintain, construct or repair.

Section 5. Easement for Encroachments. Declarant reserves, for the benefit of itself, its successors in interest and assigns, and grants to the Association, other Owners, their successors and assigns, and to the Occupants of Lots, easements for encroachments, to the extent necessary, in the event any portion of the Improvements located on any portion of the Property now or hereafter encroaches upon any of the remaining portions of the Property as a result of minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching Improvements in favor of Declarant, the Association, the Owners and all their designees. **This Section applies only to Common Area and Lots owned by the Declarant.**

#### ARTICLE X GENERAL PROVISIONS

Section 1. Duration. This Declaration and the controls, covenants, restrictions and standards set forth in this Declaration, as it may be amended from time to time in accordance with the terms hereof, shall run with and bind the Property and any Owner, and shall inure to the benefit of every Owner of a Lot in the Property and every Owner of any other portion of the Property, including Declarant, and their respective heirs, successors, and assigns, for a term of thirty (30) years beginning on the date this Declaration is recorded in the Recording Office. At the end of such thirty (30) year period, the easements, covenants, conditions and restrictions set forth in this Declaration shall automatically be extended for successive period(s) of ten (10) additional years, unless prior to the expiration of a respective period, by a vote of no less than sixty-seven percent (67%) of all votes entitled to be cast by the Association Members, which vote is taken at a duly held meeting of the Association Members at which a quorum is present, all in accordance with the Bylaws, there shall be adopted a resolution to terminate these covenants and restrictions. Owners may vote in person or by proxy at a meeting duly called for such purpose at which a quorum is present, written notice of which shall have been given to all Owners at least thirty (30) days in advance of the date of such meeting, which notice shall set forth the purpose of such meeting. The foregoing shall not limit the right of Declarant to amend and/or supersede, in whole or in part, the terms and provisions hereof, as such right in favor of Declarant is described in Section 3 below.

Section 2. Amendment. Except as otherwise expressly provided in this Declaration, and subject to the limitations contained in this Declaration, this Declaration may be amended or modified at any time by a vote of no less than sixty-seven percent (67%) of all votes entitled to be cast by the Association Members, which vote is taken at a duly held meeting of the Association Members at which a quorum is present, all in accordance with the Bylaws. Provided, however, if sixty-seven percent (67%) of all votes entitled to be cast by the Association Members cannot be obtained at such a meeting, then this Declaration may be amended by obtaining the vote of sixty-seven percent (67%) of all votes present at a duly held meeting of the Association Members at which a quorum is present and by, within ninety (90) days of such vote, obtaining written consent to such amendment by Association Members holding a sufficient number of votes to comprise,

along with such voting Association Members, a total of sixty-seven percent (67%) of all votes entitled to be cast by Association Members. Further provided, that any amendment or modification to this Declaration must be consented to by Declarant so long as Declarant is the Owner of any Lot or other portion of the Property, or any portion of the Currently Owned Additional Property, which consent Declarant may grant or withhold in its sole discretion. Any amendment or modification upon which the vote of Association Members is required pursuant to this Section shall become effective when an instrument executed by the Association Members voting for such amendment or modification is filed of record in the Recording Office; provided, however, such an amendment or modification, in lieu of being executed by the Association Members voting for such amendment or modification, may contain a certification of the Secretary of the Association stating that the amendment or modification has been voted on and approved by the requisite number of votes of the Association Members, as provided in this Section.

Notwithstanding the terms of the immediately preceding paragraph of this Section, for a period of ten (10) years after the recordation of this Declaration, Declarant, without obtaining the approval of any Association Member or any Owner or Owners other than Declarant, shall have the unilateral right, in its sole and absolute discretion, to make any amendments or modifications to this Declaration which Declarant deems necessary or desirable, including, without limitation, amendments or modifications to any procedural, administrative or substantive provision of this Declaration. Furthermore, at any time during the term of this Declaration, Declarant, without obtaining the approval of any Association Member or any Owner or Owners other than Declarant, shall have the unilateral right, in its sole and absolute discretion, to make any amendments or notification to this Declaration which are (i) correctional in nature and do not involve a change which materially adversely affects the rights, duties or obligations specified in this Declaration, and (ii) necessary to cause this Declaration or any Additional Declaration to comply with the requirements of any Agency.

Section 3. Enforcement; Litigation. The Association, Declarant or any Owner shall have the right, but not the obligation, on its own behalf or on behalf of others, to enforce the provisions of this Declaration or any Supplemental Declaration or Additional Declaration. Enforcement of the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens for which provision is made in this Declaration shall be by a proceeding at law or in equity (or otherwise, as provided in this Declaration) against any person or persons violating or attempting to violate any such control, covenant, condition, restriction, easement, development guideline, charge or lien, either to restrain such violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, Declarant or any Owner to enforce any such control, covenant, condition, restriction, easement, development guideline, charge or lien shall in no event be deemed a waiver of the right to do so thereafter or of any other or future violation of any thereof. Except as otherwise expressly provided in this Declaration, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of no less than two-thirds of all votes entitled to be cast by the Association Members, which vote is taken at a duly held meeting of the Association Members at which a quorum is present, all in accordance with the Bylaws. The immediately preceding sentence shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration, (b) the imposition and collection of assessments, charges or other fees hereunder, (c) proceedings involving challenges to ad valorem taxation, (d) counter-claims brought by the Association in proceedings instituted against it, or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services to the Project. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.



Section 4. Severability of Provisions. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is declared that the remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become or be illegal, null or void.

Section 5. Notice. Except as otherwise expressly set forth in this Declaration, whenever written notice to an Owner or Association Member (including Declarant) is required under the terms of this Declaration, such notice shall be given by the mailing of same, postage prepaid, to the address of such Owner or Association Member appearing on the records of Declarant or the Association. If notice is given in such manner, such notice shall be conclusively deemed to have been given by placing same in the United States mail properly addressed, with postage prepaid, whether received by the addressee or not. Declarant's address as of the date of recording of this Declaration is 175 Country Club Drive, Building 200-A, Stockbridge, Georgia 30281.

Section 6. Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

Section 7. No Exemption. No Owner or other party may exempt himself from the coverage of this Declaration, or the obligations imposed by this Declaration, including the obligation to pay Assessments, by non-use of such Owner's Lot(s) or other property located within the Project or the Common Area.

Section 8. Changes to Plans for the Project. Nothing contained in this Declaration shall be deemed to incorporate, by reference or otherwise, any plans or proposals promulgated by Declarant with respect to the development of the Project, and Declarant, subject to the covenants, conditions and restrictions contained in this Declaration and any Additional Declaration, reserves the right to change any plans for the Project at any time and from time to time as Declarant may determine to be necessary based upon Declarant's continuing research and design program and/or market conditions, and any plans for the Project shall not bind Declarant or its successors and assigns to adhere to such plans in the development of the Property or any part thereof. In addition, Declarant reserves the right to change, from time to time, the uses and densities that exist on any portion(s) of the Property owned by Declarant, subject to the covenants, conditions and restrictions contained in this Declaration and any Additional Declaration.

Section 9. Existing Protective Covenants. The recorded Easements and Protective Covenants dated January 19, 1981 and recorded in Book 14F at Page 232 are hereby abandoned and superseded by this Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

*[Signature]*  
Witness

*C. Riley Thomas*  
Witness

Liberty Communities, LLC

By: *[Signature]*  
Name: R. Jordan Hammond  
Title: VP

State of South Carolina

Acknowledgement

County of Marion

Before me, the undersigned Notary Public, personally appeared Jordan Hammond as the VP of SC Market of Liberty Communities, LLC, a Delaware limited liability company, who executed the foregoing instrument (Declaration of Covenants, Conditions, and Restrictions for Genevieve) this 6 day of October, 2022 and acknowledged that he/she executed the same on behalf of the limited liability company.

*Kasie Hudson*  
Notary Name: Kasie Hudson

[SEAL]

My Commission Expires: 4/7/2032



EXHIBIT A  
DESCRIPTION OF THE INITIAL PROPERTY

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Anderson, containing 57.14 acres, more or less, and being shown and designated on a plat prepared by Bryan D. Charlesworth, PE & RLS #9313, dated October 12, 2011 and recorded in Plat Slide 1934 at Page 1, reference to which is invited for a more complete and accurate description.

EXHIBIT  
ARTICLES OF INFORMATION

OF

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
NONPROFIT CORPORARTION ARTICLES OF INCORPORATION

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

Filing ID: 220616-1443096

Filing Date: 06/16/2022

Jun 16 2022  
REFERENCE ID: 1062674

**STATE OF SOUTH CAROLINA  
SECRETARY OF STATE**

  
SECRETARY OF STATE OF SOUTH CAROLINA

**ARTICLES OF INCORPORATION  
Nonprofit Corporation – Domestic  
Filing Fee \$25.00**

Pursuant to S.C. Code of Laws Section 33-31-202 of the 1976 S.C. Code of Laws, as amended, the undersigned corporation submits the following information

1. The name of the nonprofit corporation is

Gleneddie Community Association, Inc.

2. The initial registered office (registered agent's address in SC) of the nonprofit corporation is  
2 Office Park Court, Suite 103

(Street Address)

Columbia, South Carolina 29223

(City, State, Zip Code)

The name of the registered agent of the nonprofit corporation at that office is

CT Corporation System

(Name)

I hereby consent to the appointment as registered agent of the corporation.

(Agent's Signature)

3. Check "a", "b", or "c", whichever is applicable. Check only one box.

- a.  The nonprofit corporation is a public benefit corporation.  
b.  The nonprofit corporation is a religious corporation.  
c.  The nonprofit corporation is a mutual benefit corporation.

4. Check "a" or "b" whichever is applicable

- a.  This corporation will have members.  
b.  This corporation will not have members.

5. The principal office of the nonprofit corporation is  
175 Country Club Drive 200A

(Street Address)

Stockbridge, Georgia 30281

(City, State, Zip Code)

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

220031604 10/11/2022 Bk: 16421 Pg: 213

Jun 16 2022  
REFERENCE ID: 1062674

Gleneddie Community Association, Inc.

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

Name of Corporation

Corporation is either a **public benefit** or **religious corporation** complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation. **If you are going to apply for 501(c)(3) status, you must complete section "a".**

a.

Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the Federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

OR

b.

If the dissolved corporation is not described in Section 501(c)(3) of the Internal Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporation or to one or more of the entities described in (a) above.

If you chose to name a specific public benefit, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

7. If the corporation is mutual benefit corporation complete either "a" or "b", whichever is applicable, to describe how the (remaining) assets of the corporation will be distributed upon dissolution of the corporation.

a.

Upon dissolution of the mutual benefit corporation, the (remaining) assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.

b.

Upon dissolution of the mutual benefit corporation, the (remaining) assets, consistent with the law, shall be distributed to

8. The optional provisions which the nonprofit corporation elects to include in the articles of incorporation are as follows [See S.C. Code of Laws Section 33-31-202(c)].

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

220031604 10/11/2022 Bk: 16421 Pg: 214

Jun 16 2022  
REFERENCE ID: 1062674

  
SECRETARY OF STATE OF SOUTH CAROLINA

Gleneddie Community Association, Inc.

Name of Corporation

9. The name and address of each incorporator is as follows (only one is required, but you may have more than one).

Christopher P. Gelwicks

(Name)  
P.O. Box 2270

(Business Address)  
Davidson, North Carolina 28036  
(City, State, Zip Code)

(Name)

(Business Address)  
(City, State, Zip Code)

(Name)

(Business Address)  
(City, State, Zip Code)

10. Each original director of the nonprofit corporation must sign the articles but only if the directors are named in these articles.

Nathan Kemper

(Name -- only if names in articles)

Nathan Kemper

(Signature of Director)

(Name -- only if names in articles)

(Signature of Director)

(Name -- only if names in articles)

(Signature of Director)

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

220031604 10/11/2022 Bk: 16421 Pg: 215

Jun 16 2022  
REFERENCE ID: 1062674

Gleneddle Community Association, Inc.

Name of Corporation

  
SECRETARY OF STATE OF SOUTH CAROLINA

11. Each incorporator listed in #9 must sign the articles

Christopher P. Gelwicks

(Signature of Incorporator)

(Signature of Incorporator)

(Signature of Incorporator)

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is:

\_\_\_\_\_



EXHIBIT C  
BYLAWS

OF

GLENEDDIE COMMUNITY ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

Section 1. Name. The name of the corporation is Gleneddie Community Association, Inc. (the "Association").

Section 2. Location. The principal office of the Association shall be located in Anderson County, South Carolina. The registered office of the Association may be, but need not be, identical with the principal office.

ARTICLE II  
DEFINITIONS

All capitalized terms when used in these Bylaws, or any amendment hereto (unless the context shall otherwise require or unless otherwise specified in these Bylaws) shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Gleneddie entered into by Liberty Communities, LLC, and duly recorded in the Office of the Clerk of Court for Anderson County, South Carolina (hereinafter referred to as the "Declaration").

ARTICLE III  
MEETINGS OF ASSOCIATION MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Association Members shall be held on the third (3rd) Tuesday in September, and each subsequent regular annual meeting of the Association Members shall be held on the third (3rd) Tuesday in September each year thereafter, at a time designated by the Board, provided, however, the Board shall have the right, upon not less than ten (10) nor more than sixty (60) days' prior notice to the Association Members, to change the month, date and time of any annual meeting. If the day for the annual meeting of the Association Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Association Members may be called at any time by (a) the President or by the Board or (b) by the holders of at least thirty percent (30%) of all the votes entitled to be cast on any issue proposed to be considered at a proposed special meeting upon the delivery to the Association's Secretary of one or more signed and dated written demands describing the purpose or purposes for which it is to be held. Any such special meeting called by the Association Members in the manner described in (b) above shall be held within thirty (30) days after the delivery of such written demand by the holders of at least thirty percent (30%) of the votes entitled to be cast at such meeting.

Section 3. Place of Meetings. All meetings of the Association Members shall be held at such place, within Anderson County, South Carolina, as shall be determined by the Board.

Section 4. Notice of Meetings. Written notice of each meeting of the Association Members shall be given by, or at the direction of, the Association's Secretary or other person authorized to call the meeting, by first class, registered or certified mail, not less than ten (10) days nor more than sixty (60) days before the date of such meeting to each Association Member entitled to vote thereat, addressed to the Association Member's address last appearing on the books of the Association, or supplied by such Association Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Membership in the Association. Each and every Owner of a Lot shall automatically become and be an Association Member. In addition, for so long as Declarant owns any part of the Property, or any portion of the Currently Owned Additional Property, Declarant shall be an Association Member.

Section 6. Classes of Voting Right. The Association shall have two (2) classes of voting membership:

Class I. Class I Association Members shall be all Association Members with the exception of Declarant. Class I Association Members shall be entitled to one (1) vote for each Lot owned by such Association Member. When more than one Person owns an interest (other than a leasehold or security interest) in any Lot, all such Persons shall be Members and the voting rights appurtenant to said 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. At any meeting of the Association Members, a representation by any one such owner that the owners of said Lot have agreed to a vote shall be conclusive unless another such owner contests such representation at such meeting prior to the casting of such vote.

Class II. The Class II Association Member shall be Declarant. The Class II Association Member shall be entitled to ten (10) votes for each Lot owned by Declarant.

Section 7. Cessation of Class II Membership. Notwithstanding anything contained in this Article to the contrary, the Class II Association Membership shall cease and be converted to a Class I Association Membership on the earlier to occur of (a) the date on which Declarant no longer owns any part of the Property or of the Currently Owned Additional Property; (b) the date Declarant shall elect, in its sole discretion, that its Class II Membership cease and be converted to Class I Membership (which election may be made, if at all, upon Declarant giving written notice of its election to the Board); or (c) December 31, 2045. The earliest to occur of (a), (b) or (c) above shall be referred to as the "Turnover Date." After the Turnover Date and for so long as Declarant owns any part of the Property, Declarant shall be a Class I Association Member.

Section 8. Quorum and Voting. The presence at the meeting of Association Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes entitled to be cast by all classes of the Association Members shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws; if, however, such quorum shall not be present or represented at any meeting, subsequent meetings may be called, subject to the same notice requirement,

until the required quorum is present. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Proxies. At all meeting of Association Members, each Association Member my vote in person or by proxy. All proxies shall be in writing and filed with the Association's Secretary. Every proxy shall be revocable.

Section 10. Action by Association Members. Except as may be otherwise specifically set forth in the Declaration, the Articles or these Bylaws, the vote of a majority of all votes entitled to be cast by all classes of the Association Members, present or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, shall be the act of the Association Members. Notwithstanding the above, the affirmative vote of no less than two-thirds (2/3) of all votes entitled to be cast by the Association Members shall be required in order for the Association to (1) file a complaint, on account of an act or omission of Declarant, with any governmental agency which has regulatory or judicial authority over the Project or any part thereof; or (2) assert a claim against or sue Declarant.

Section 11. Informal Action by Association Members. Except as may be otherwise specifically set forth in the Declaration, the Articles or these Bylaws, the vote of a majority of all votes entitled to be cast by all classes of the Association Members, present or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, shall be the act of the Association Members. Notwithstanding the above, the affirmative vote of no less than two-thirds (2/3) of all votes entitled to be cast by the Association Members shall be required in order for the Association to (1) file a complaint, on account of an act or omission of Declarant, with any governmental agency which has regulatory or judicial authority over the Project or any part thereof; or (2) assert a claim against or sue Declarant.

Section 12. Waiver of Notice. Any Association Member may, at any time, waive notice of any meeting of the Association Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Association Member at any meeting of the Association Members shall constitute a waiver of notice by him of the time and place thereof except where an Association Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Association Members are present at any meeting of the Association Members, no notice shall be required and any business may be transacted at such meeting.

#### ARTICLE IV BOARD OF DIRECTORS

Section 1. Number and Appointment. So long as Declarant owns any Lot, or other portion of the Property, or any portion of the Currently Owned Additional Property, or until Declarant relinquishes the right to appoint the directors of the Association in a written notice delivered to the Secretary of the Association, whichever shall earlier occur, the business and affairs of the Association shall be managed by a Board of three (3) directors who are appointed by Declarant. From and after such time that Declarant no longer owns any Lot, or other portion of the Property, or any portion of the Currently Owned Additional Property, or Declarant relinquishes the right to appoint the directors of the Association in a written notice delivered to the Secretary of the Association, whichever shall earlier occur, the business and

affairs of the Association shall be managed by a Board of five (5) directors elected by the Association Members as provided by these Bylaws. Except for the directors appointed by Declarant, all directors must be Association Members. Declarant may relinquish its right to appoint the Board by relinquishing its right as to the appointment of all members of the Board, or may instead relinquish its right to appoint one or more, but less than all, of the members of the Board. In the event of any such partial relinquishment, the members of the Association shall elect the directors not appointed by Declarant. At any time after any such partial relinquishment, provided that Declarant still owns any Lot, or other portion of the Property, or any portion of the Currently Owned Additional Property, Declarant may reassert its right to appoint directors previously elected by the Association, and may remove any such previously elected director or directors and appoint their replacements to serve their unexpired terms.

Section 2. Initial Directors. The initial directors shall be appointed by Declarant. Such initial directors shall serve from the date upon which the Declaration is recorded in the Recording Office, until such time as their successors are duly appointed or elected and qualified.

Section 3. Nomination. Subject to Section 1 of this Article IV, nominations for the first election of directors of the Board shall be made from the floor at a meeting of the Association Members. After such first election of directors, nominations for election to the Board shall be made by a Nominating Committee. Subject to Section 1 of this Article IV, nominations may also be made from the floor at the annual meeting. Subject to Section 1 of this Article IV, the Nominating Committee shall consist of a Chairman, who shall be an Association Member or a member of the Board, and two (2) or more Association Members. The Nominating Committee shall be appointed by the Board prior to the annual meeting following the first election of directors and each annual meeting of the Association Members thereafter, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4. Election. Except as otherwise provided in this Article, including Section 1 hereof, directors shall be elected at the annual meeting of the Association Members and said election shall be by written ballot. At such election, the Association 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 Articles, these Bylaws and the Declaration. Cumulative voting is not permitted.

Section 5. Term of Office. Each director shall hold office for the term for which he was appointed or elected, or until his death, resignation, retirement, removal, disqualification or until his successor is appointed or elected and qualified. Subject to Section 1 of this Article IV, at the first election of directors, the Association Members shall elect one (1) member of the Board for a term of three (3) years, who shall be the person receiving the largest number of votes, two (2) members of the Board for a term of two (2) years, who shall be the people receiving the second and third largest number of votes, and two (2) members of the Board for a term of one (1) year, who shall be the people receiving the fourth and fifth largest number of votes. At all annual elections thereafter but subject to Section 1 of this Article IV, director(s) shall be elected by the Association Members to succeed the director(s) whose term(s) then expire(s), and thereafter each director's term shall be three (3) years. Nothing contained in these By-Laws shall be construed to prevent the

election of a director to succeed himself. Votes shall be tallied at the meeting where they are so cast and, in the event of a tie vote, a run-off election shall be conducted at the same meeting.

Section 6. Removal. Subject to Section 1 of this Article IV, any newly elected director may be removed from the Board, with or without cause, by a majority vote of the Association Members. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. The Association Members may elect a director at any time to fill any vacancy not filled by the directors or, if applicable, not appointed by Declarant.

Section 7. Compensation. No director shall receive compensation for any service he or she may render to the Association; however, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

#### ARTICLE V MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board shall be held on a regular basis as often as the Board sees fit on such days and at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. 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.

Section 4. Informal Action by Directors. Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to such action is signed by all of the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5. Chairman. A Chairman of the Board shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board and serve until a new President is elected.

Section 6. Participation by Conference Telephone/Zoom/Web. Any one or more directors may participate in a meeting of the Board by means of a conference telephone or similar communications device that allows all directors participating in the meeting to simultaneously hear each other during the meeting, and such participation in a meeting shall be deemed presence in person at such meeting.

ARTICLE VI  
POWERS OF THE BOARD

The Board, for the mutual benefit of the Association Members and the Owners, shall have the following specific powers and rights (without limitation of other powers and rights the Board may have):

(a) To enter into agreements (and to accept assignment of and assume agreements originally entered into by Declarant) with the appropriate governmental authorities to enable the Association to improve and maintain the Common Areas and Maintenance Areas or portions thereof;

(b) To make reasonable rules and regulations for the use and operation of the Common Areas and Maintenance Areas, and to amend them from time to time;

(c) To enter into agreements or contracts (and to accept assignment of and assume agreements or contracts originally entered into by Declarant) with insurance companies with respect to insurance coverage relating to the Common Areas and Maintenance Areas and/or the Association;

(d) To enter into agreements or contracts (and to accept assignment of and assume agreements or contracts originally entered into by Declarant) with utility companies with respect to utility installation, consumption and service matters relating to the Common Areas, Maintenance Areas and/or the Association, including without limitation leases of Street Lights which include the capital cost of the installation thereof, and any agreements or contracts relating to the LPS System and/or Grinder Pump Units;

(e) Subject to the affirmative vote of no less than a majority of all votes present, in person or by proxy, at a duly held meeting of the Association Members at which a quorum is present, all in accordance with these Bylaws, to borrow funds to pay costs of operation of the Association, which borrowings may be secured by assignment or pledge of rights against delinquent Owners or by liens on other Association assets, if the Association Members see fit; provided; however, until such time as Declarant no longer owns any portion of the Property, or of the Currently Owned Additional Property, the Board may not mortgage any portion of the Common Area without the prior written approval of Declarant;

(f) To enter into contracts (and to accept assignment of and assume agreements or contracts originally entered into by Declarant), maintain one or more bank accounts, and, generally; to have all the powers necessary or incidental to the operation and management of the Association;

(g) To the extent permitted in the Declaration and these Bylaws, to sue or defend in any court of law in behalf of the Association;

(h) To levy assessments in accordance with the provisions of the Declaration;

(i) To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property of the Association and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;

(j) To exercise for the Association all powers, duties and authority vested in or delegated by the Declaration, these Bylaws, or the Articles to the Association and not reserved to the Association Members or Declarant by other provisions of the Declaration, these Bylaws or the Articles;

(k) To declare the office of a member of the Board to be vacant in the event such member shall be absent, without the consent of the Board, from three (3) consecutive regular meetings of the Board;

(l) To employ a manager or firm to manage the affairs and property of the Association, to employ independent contractors or such other employees as the Board may deem necessary, and to prescribe their duties and to set their compensation;

(m) To enter into agreements or contracts with builders regarding the construction of improvements on Lots located in the Project;

(n) To retain the services of legal and accounting firms;

(o) To cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate;

(p) To the extent permitted in the Declaration and these Bylaws, to enforce the provisions of the Declaration and any Additional or Supplementary Declaration and any rules made thereunder or hereunder and to enjoin and/or, at its discretion, seek damages or other relief for violation of such provisions or rules and/or by Special Individual Assessments against any Owner for violation of such provisions or rules pursuant to the provisions of the Declaration;

(q) To contract with any third party or any Association Member (including, without limitation, Declarant) for performance, on behalf of the Association, of services which the Association is otherwise required to perform pursuant to the terms of the Declaration and these Bylaws, upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interests of the Association;

(r) To employ or retain the services of professional architects;

(s) To grant all necessary easements and rights-of-way over and across the Common Areas when in its sole discretion it deems such an action to be necessary and appropriate, including, but not limited to, easements for the installation and maintenance of electrical, telephone, cablevision, water, sewerage and other utilities and drainage facilities; provided, however until such time as Declarant no longer owns any portion of the Property, or of the Currently Owned Additional Property, the Board may not grant such an easement or right-of-way without the prior written approval of Declarant;

(t) To convey fee simple title to all or any part of the Common Area when in its sole discretion it deems such an action to be necessary and appropriate; provided, however, until such time as Declarant no longer owns any portion of the Property, or of the Currently Owned Additional Property, the Board may not convey any portion of the Common Area without the

(u) To contract with any third party, including any other property owners association, for the sharing of costs of maintaining Maintenance Areas;

(v) To take any and all other actions, and to enter into any and all other agreements as may be necessary or proper for the fulfillment of its obligations under the Declaration or these Bylaws or for the operational protection of the Association; and

(w) To adopt reasonable rules from time to time governing conduct of Owners and other Persons occupying or otherwise located on the Property.

Notwithstanding anything contained in this Article VI to the contrary, none of the above- described rights and powers of the Board shall be obligatory on the part of the Board, and the failure or refusal by the Board to implement any such rights and powers shall not constitute a breach or default by the Board of any duties or obligations arising hereunder or otherwise owing to the Association Members.

## ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Association Members.

Section 3. Term. Each officer of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

Section 4. Special Appointments. The Board 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.

Section 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.

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

Section 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.

Section 8. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 9. Duties. The duties of the officers, unless otherwise states by a resolution of the Board, are as follows:

(a) President: The President shall be the principal executive officer of the Association, and subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, promissory notes and other written instruments and may co-sign all checks;

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

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Association Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal, shall serve notice of meetings of the Board and of the Association Members, shall 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; and

(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, shall sign all checks and promissory notes of the Association, shall keep proper books of account, and shall prepare an annual report to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Association Members.

#### ARTICLE VIII COMMITTEES

Subject to Section 1 of Article IV of these Bylaws, the Board shall appoint a Nominating Committee as provided in Section 3 of Article IV of these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Association Member. The Declaration, the Articles and the Bylaws shall be available for inspection by any Association Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X  
ASSESSMENTS

As described more particularly in, and subject in all respects to, the Declaration, each Member is obligated to pay to the Association, among other assessments, charges and amounts, Annual Assessments, Special Assessments, and Special Individual Assessments, all of which are secured by a continuing lien upon each Lot or Tract in the Property. Any Assessments which are not paid when due shall be delinquent. If an Assessment is delinquent, as more particularly described in the Declaration, the Assessment shall bear interest from the due date until the date such Assessment and interest thereon is paid at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the portions of the Property and improvements thereon owned by the defaulting Owner as of the Assessment due date. Additionally, the late charges, costs of collection and reasonable attorneys' fees related to any such action or foreclosure shall be added to the amount of such Assessment, all as more particularly described in the Declaration. No Owner may exempt himself or herself from liability for Assessments or waive or otherwise escape liability from the Assessments by non-use of the Common Areas or abandonment of his or her property.

ARTICLE XI  
CORPORATE SEAL

The Association shall have a seal circular in form having within its circumference the name of the Corporation, the state of its incorporation, the year of its incorporation, and the word "SEAL".

ARTICLE XII  
AMENDMENTS

Subject to the limitations hereinafter contained, the Articles and these Bylaws may be amended or modified at any time by a vote of no less than fifty-one percent (51%) of all votes entitled to be cast by the Association Members, which vote is taken at a duly held meeting of the Association Members at which a quorum is present, all in accordance with these Bylaws. Provided, however, if fifty-one percent (51%) of all votes entitled to be cast by the Association Members cannot be obtained at such a meeting, then the Articles and these Bylaws may be amended by obtaining the vote of fifty-one percent (51%) of all votes present at a duly held meeting of the Association Members at which a quorum is present and by, within ninety (90) days of such vote, obtaining written consent to such amendment by Association Members holding a sufficient number of votes to comprise, along with such voting Association Members, a total of fifty-one percent (51%) of all votes entitled to be cast by Association Members. Further provided, that any amendment or modification to the Articles and these Bylaws must be consented to by Declarant so long as Declarant is the Owner of any Lot or other portion of the Property or the Currently Owned Additional Property, which consent Declarant may grant or withhold in its sole discretion. In addition, Declarant, without obtaining the approval of any other Association Member or any other Owner or Owners other than Declarant, may make amendments or modifications to the Articles and these Bylaws which either (a) do not involve a change which materially adversely affects the rights, duties

or obligations specified in the Articles or these Bylaws, or (b) apply only to the portions of the Property then owned by Declarant. Any amendment or modification effected pursuant to this Article XII shall become effective with respect to these Bylaws when an instrument is filed of record in the Recording Office; provided, however, such an amendment or modification, in lieu of being executed by the Association Members voting for such amendment or modification, may contain a certification of the Secretary of the Association stating that the amendment or modification has been voted on and approved by the requisite number of votes of the Association Members, as provided in this Article XII and when, with respect to the Articles, any amendment or modification is filed of record in the Office of the South Carolina Secretary of State, In addition to the foregoing rights, Declarant may, at Declarant's option, amend and modify the Articles and these Bylaws without obtaining the consent or approval of any other person or entity if such amendment or modification is necessary to cause the Articles and these Bylaws to comply with the requirements of FHA, VA, the Federal National Mortgage Association or any other governmental agency.

### ARTICLE XIII MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. In the case of any conflict between the Articles and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and the Bylaws or the Articles, the Declaration shall control.

### ARTICLE XIV LIABILITY LIMITS; INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

Neither Declarant, nor any Association Member, nor the Board, nor the Association, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Association Member, whether or not such other Association Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

The Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him or her in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he or she is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnification provided in this ARTICLE XIV shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, these Bylaws, agreement, vote of Association Members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability.

The Association's indemnity of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his or her behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article XIV, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

STATE OF SOUTH CAROLINA  
COUNTY OF ANDERSON

AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR GLENEDDIE  
(Original Covenants recorded in Book 16421 at Page 184)

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR GLENEDDIE (the "*Amendment*") is made on the Execution Date (hereinafter defined) by the Declarant of Gleneddie Subdivision.

WHEREAS, THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR GLENEDDIE, OCTOBER 11, 2022, in the Office of the Register of Deeds for Anderson County in Book 16421 at Page 184 (as further amended and supplemented the "**Declaration**"); and

WHEREAS, pursuant to Article X Section 2 of the Declaration, the Declaration may be amended by the Declarant;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that having met the foregoing requirements, the Declarant hereby declare that the Declaration is amended as follows:

**1. Delete Article IV Section 4 and replace with the following:**

Management Contracts. The Association is authorized, empowered, but not obligated to engage the services of any person, firm or corporation to act as managing agent of the Association at a compensation level to be established by the Board and to perform all of the powers and duties of the Association.

**All capitalized terms not defined herein shall have the meaning set forth in the Covenants.**

**If any term or condition of this Amendment conflicts with the terms or conditions of the Covenants, the terms and conditions of this Amendment shall control. Otherwise, the terms and conditions of the Covenants shall remain in full force and effect.**

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

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the below-signed Declarant pursuant to its unilateral right to amend under Article X Section 2 of Declaration has caused this Amendment to be properly executed on the signature date below (the "Execution Date").

SIGNED SEALED AND DELIVERED in the presence of:

WITNESSES:

[Signature]  
[Signature]

DEVELOPER:  
Liberty Communities, LLC  
[Signature] SEAL  
By: R. Jordan Hammond  
VP  
Its: \_\_\_\_\_

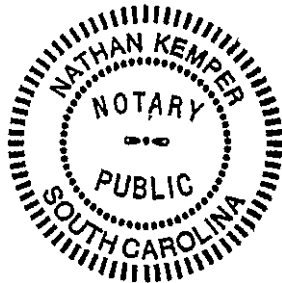
STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

ACKNOWLEDGMENT

I, Nathan Kemper, Notary Public for the State of South Carolina, do hereby certify that R. Jordan Hammond, in his capacity as VP of Liberty Communities, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Sworn and subscribed before me this 12 day of December, 2023.

[Signature] SEAL  
Notary Public for South Carolina  
My Commission Expires: 4/13/33 NK



230029869 12/12/2023 11:58:31 AM  
FILED, RECORDED, INDEXED  
Bk# 17114 Ps# 00212 Pages#02  
Rec Fee# 25.00 St Fee#  
Co Fee#  
REGISTER OF DEEDS, ANDERSON CO, SC  
Cynthia D. Radford