

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG) DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS OF LAKE EMORY SUBDIVISION

THIS DECLARATION is made on this 31st day of May, 1995, by Lake Emory Development, Inc. (hereinafter "Developer").

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

WHEREAS, Developer is the owner of certain numbered lots of land in Spartanburg County, South Carolina, located on the north side of U.S. Highway No. 176, and more particularly shown and described upon a plat entitled "Lake Emory Subdivision" prepared for Jimmy L. Brock by Neil R. Phillips, P.L.S., dated October 13, 1994, and recorded in Plat Book 129, page 372, RMC Office of Spartanburg County, South Carolina, (hereinafter "Lake Emory") and

WHEREAS, Lake Emory will be a residential community, and the Developer desires to provide for the preservation of values and amenities of said community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in Lake Emory as shown on the above plat to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as Covenants and/or Restrictions) for the benefit of each and every owner in Lake Emory, and

WHEREAS, Developer deems it desirable to create agencies to which should be delegated and assigned the powers of maintaining and administering common facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereafter created, and the Developer shall incorporate under the laws of the State of South Carolina, as non-profit corporations, Lake Emory Homeowners' Association, Inc. and Lake Emory Lakefront Homeowners' Association, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual benefits and advantages to the Developer and to future property owners, Developer does hereby impose upon the numbered lots of Lake Emory Subdivision as shown on the above plat, the following covenants, conditions, restrictions, easements, charges and liens, which shall bind the Developer, its successors and assigns, and all future owners of said lots, their respective heirs and assigns:

1. DEFINITIONS. The following words when used herein (unless the context shall require a different meaning) shall have the following meanings:

A. "Association" shall mean and refer to Lake Emory Homeowners Association, Inc.

B. "Lakefront Association" shall mean and refer to the Lake Emory Lakefront Homeowners Association, Inc.

C. "Lake Emory" shall mean and refer to all of the numbered lots shown upon the recorded plat of "Lake Emory Subdivision" referred to above.

D. "Common Properties" or "Common Property" shall mean and refer to any property, real or personal, which shall be conveyed, assigned or otherwise transferred to the Lake Emory Homeowners Association, Inc., or to Lake Emory Lakefront Homeowners Association, Inc., and same may include, but not be limited to, natural areas, easements, conservation areas, street lights, sprinkler systems, street signs, entrance signs, landscaping and water meters located within such areas. No such property becomes Common Property until it is actually conveyed, assigned or transferred by the Developer. Developer reserves the right to impose specific restrictions upon Common Property which may supplement other restrictions herein.

E. "Developer" shall mean and refer to Lake Emory Development, Inc., but the Developer may act by and through its authorized agent or agents, nominee(s), and its successors and assigns.

F. "Lot" or "lot" shall mean and refer to any numbered lot shown upon the plat of Lake Emory prepared for the Developer and recorded in the RMC Office of Spartanburg County as referred to above.

G. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, but, notwithstanding any applicable theory of mortgage law, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or other proceeding or by deed in lieu of foreclosure.

H. "Member" shall mean and refer to any Owner who is a member of the Lake Emory Homeowners Association, Inc. as provided in Section 36.A hereof.

I. "Declaration" shall mean and refer to this instrument in its entirety.

2. RESIDENTIAL USE. Each numbered lot (but excluding Lot No. 88) is restricted solely to single family residential use. No building shall be erected, altered, placed or permitted to remain on a lot other than one single-family dwelling, and a garage or other accessory structure used in conjunction with the dwelling. Notwithstanding anything herein to the contrary, Lot No. 88 as shown on the plat referred to above is excluded from coverage by this Declaration, provided, however, Developer reserves the right to convey said lot subject to this Declaration in which case it shall be treated as any other lot. The only lots or property subject to this Declaration are the numbered lots (except Lot No. 88) shown on the recorded plat above referred to, provided, however, Developer reserves the right to add other lots to Lake Emory Subdivision by additional plats and by conveying a lot or lots subject to this Declaration, in which case such lot or lots shall be treated the same as any other lot.

3. SUBDIVISION OF LOTS. Developer or any subsequent owner of a lot, with the prior written consent of Developer or his nominee, may sell and convey a portion of any lot to the owner of an adjoining lot, provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than that shown on said plat and does not violate any other provisions hereof. No lot may be subdivided to create an additional lot, nor shall any group of lots be re-subdivided so as to create a greater number of lots. In any such sale of a portion of a lot, the portion shall merge into and become part of the adjoining lot, and the terms and conditions herein shall apply to the lot and portion of a lot as though they were originally platted as one lot. Notwithstanding this provision, the Developer reserves the unrestricted right to re-cut, re-design, re-subdivide, consolidate and alter the subdivision of unsold lots in his sole discretion.

4. SQUARE FOOTAGE REQUIREMENT. Developer elects not to impose a strict minimum heated area requirement, but each residential home shall be required to have at least two (2) full bathrooms and the dwelling shall have such dimensions, plans and specifications which will meet the approval of the Developer or his nominee. Attention will be given to all details of the construction, including, but not limited to, the compatibility of the design with other homes in the neighborhood, the proposed location and the landscaping plans. Developer reserves the right to issue specific minimum requirements on all construction if the Developer deems same appropriate.

5. BUILDING SETBACK LINES. No building or portion of a building, including stoops, verandas, steps and porches shall be located on a lot nearer the front property line or nearer the side street property line of the lot than the setback line(s) shown for such lot on the plat of Lake Emory referred to in the deed to such lot from Developer, nor nearer than fifteen (15') feet to any side lot property line. Nonetheless, Developer reserves the right and privilege to give a waiver to any setback restrictions on a lot for good cause shown, but such waiver must be given in writing to be valid. No such waiver need be recorded as an Amendment to these Restrictions. Such approval may be simply placed on the plat and signed by the Developer or be documented by letter signed by the Developer. Developer reserves the right to deny a waiver for any reason deemed appropriate in his sole discretion.

6. APPROVAL OF BUILDING PLANS - SPECIAL CONDITIONS. No building or structure, whether it be the dwelling house, garage or other building or driveway shall be erected, placed or altered on any lot until the building plans, elevation, location, specifications and driveway have been approved in writing by Developer or his nominee. If such shall not be approved or disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and shall otherwise be in harmony with the existing structures in the subdivision.

Any proposed garage or accessory structure must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Developer or his nominee. No garage shall open to the front of a house unless said garage is enclosed with a door or doors. Carports or other open detached shelters for vehicles are prohibited. Developer reserves the right to grant a waiver or variance to this provision, but only in cases where compliance creates an undue hardship as a result of the configuration or terrain of a lot. Any such waiver from the Developer is required to be in writing to constitute a valid waiver.

7. COMPLETION OF IMPROVEMENTS. All houses and other structures related thereto must be completed within one (1) year after the commencement of construction, except where such completion is impossible due to strikes, fires, national emergency or other natural calamity.

8. PROHIBITED BUILDING MATERIALS. Concrete blocks, cement bricks or concrete walls shall not be used in the construction of any building, garage or other accessory structure unless the exterior of same is faced with brick, stone, stucco or some other material approved by Developer or his nominee. No asbestos shingles or asbestos siding shall be used for the exterior of any building or other structure.

9. TRAILERS AND MOBILE HOMES PROHIBITED. Trailers and mobile homes (including typical double-wide mobile homes) are absolutely prohibited. Furthermore, no residence or building which was built as a residence on other property may be moved from such other location and placed or allowed to remain on any lot.

10. REQUIREMENTS FOR DRIVEWAYS. All driveways shall be constructed of asphalt paving, concrete or other material approved by Developer and shall be maintained by the owner of a lot in a good state of repair and suitable appearance. Where driveways from a lot intersect with the public street, said driveway will abut the existing "rolled" curb, thereby keeping the "rolled" curb in tact and undamaged. If during construction or otherwise, the curb or pavement adjacent to a construction site is broken, removed or otherwise damaged, the owner of the lot upon which such construction or work is being done or the owner's contractor shall bear the cost of replacing or repairing such damage to the satisfaction of the Developer. No portion of a lot shall be used as a driveway or other access to property not subject to this Declaration without Developer's written permission.

11. SWIMMING POOLS. Above ground pools are strictly prohibited. In ground pools are acceptable provided the plans, design and location are approved by the Developer in advance and in the same manner as building plans under Section 6.

12. DEVELOPER'S DISCLAIMER. DEVELOPER, AND HIS HEIRS AND ASSIGNS, HIS AGENTS, CONSULTANTS AND EMPLOYEES, HEREBY DISCLAIM ANY

AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF GOOD WORKMANSHIP, DESIGN, HABITABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY AND MAKES NO REPRESENTATION CONCERNING SAME. NO WARRANTIES OF ANY KIND SHALL ARISE AS A RESULT OF ANY PLANS, SPECIFICATIONS, STANDARDS OR APPROVALS MADE OR APPROVED BY DEVELOPER, OR HIS NOMINEES, AND DEVELOPER SHALL NOT BE LIABLE TO ANY OWNER OR ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST ANY OWNER OR SUCH OTHER PERSON ARISING OUT OF OR IN ANY WAY RELATED TO THE REVIEW, ACCEPTANCE, INSPECTION, PERMISSION, CONSENT OR REQUIRED APPROVAL WHICH MUST BE OBTAINED FROM THE DEVELOPER, WHETHER GRANTED OR DENIED. DEVELOPER EXPRESSLY DISCLAIMS SUITABILITY OF A LOT FOR RESIDENTIAL CONSTRUCTION, AND ALL BUYERS AND SUBSEQUENT OWNERS SHALL BE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF A LOT FOR CONSTRUCTION.

13. GENERAL EASEMENTS. Developer reserves an easement ten (10') feet inside each side and rear lot line of each lot for the installation, maintenance and repair of utilities, and/or storm drainage facilities. Furthermore, certain lots may be subject to an additional easement for drainage purposes as will be shown upon a duly recorded plat of Lake Emory or of the lot affected. All utility service lines, including cable television, telephone, gas, electric or other utility, shall be installed underground to any dwelling or other structure located upon a lot. The lots are subject to the applicable easements given to utilities for their services and as may be recorded upon the public records.

14. SEWAGE. All sewage shall be disposed of through the use of a septic tank system duly designed, approved, installed and maintained in accordance with all applicable state, federal and county laws, rules and regulations. Each lot owner is responsible for the proper care and maintenance of the septic tank and septic system located on his or her lot. Developer recommends having a tank pumped at least every two (2) years.

15. FENCING. No wire or metal fencing shall be erected on any lot from the rear corner of the residence erected thereon to the front of the lot. Wooden fencing shall be permitted from the rear corner of the house to the front of the lot, provided, however, that no such wooden fence shall exceed four (4') feet in height. Wire, metal or wooden fencing shall be permitted on any lot from the rear corner of the residence erected thereon to the rear of the lot, provided, however, that no such fence shall exceed five (5') feet in height. No fencing of any kind shall be installed or allowed to remain on any lot which shall interfere, damage or obstruct the installation or maintenance of any utility or drainage easement. On corner lots, no fence shall be erected beyond the side building setback line shown on the plat above referred to.

16. BUSINESS ACTIVITIES PROHIBITED. No commercial operations, business operations, manufacture or production shall be permitted upon any lot. The selling, showing or marketing from a lot of any kind of goods, products or apparel is expressly prohibited. The provisions of Section shall not be construed to prohibit the making of handcrafted items for occasional off premises sale. The Associa-

tion, however, may elect to adopt rules concerning casual on-site sales such as garage sales, and such rules shall not constitute a violation of this Section.

17. NUISANCES AND OFFENSIVE ACTIVITIES. No nuisance or other noxious, offensive, unsightly or unsanitary activity or condition shall be conducted or allowed to exist on any lot or on the adjoining street or streets. The Developer and the Association shall have broad discretion in determining the nature of the activities prohibited herein, and they shall not be bound by narrow legal definitions.

18. PARKING OF BOATS AND RECREATIONAL VEHICLES. No camping trailer, boat, boat trailer, or other similar recreational vehicle or other device or equipment shall be permitted to be parked any closer to the front of a lot than the front corner of the dwelling structure. No inoperable motor vehicle, wrecked vehicle or motor vehicle not currently licensed shall be parked in the street right-of-way or be kept on any lot in the subdivision unless stored in an enclosed garage. Also, no buses, trucks or trailers other than pick-up trucks not to exceed three-quarter (3/4) ton in size, shall be parked on a lot or in the street right-of-way, except for loading and unloading. Further, no portion of a lot shall be used for the operation of any motorized vehicles such as motorcycles, mini-bikes, go-carts, four wheelers or similar recreational vehicles or devices.

19. PORTABLE OR METAL BUILDINGS PROHIBITED. Portable buildings, metal storage buildings or other similar off-site constructed storage buildings shall not be placed or allowed to remain on any lot, provided, however, that an accessory building approved in writing by the Developer is permissible.

20. SWINGSETS. Swingsets, sandboxes, gym sets and any such similar devices or structures primarily for children's use and enjoyment must be located behind the rear corner of the dwelling.

21. BASKETBALL GOALS. Basketball goals, whether permanently installed or portable, shall be erected or used no closer to the street than the front corner of the dwelling.

22. NO TEMPORARY RESIDENCES. No garage or other building shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

23. ANIMALS. No domestic fowl, cows, hogs, horses, mules, wild animals or any other farm-type animals shall be kept on any lot at any time, provided, however, household pets, such as cats and dogs, may be kept on a lot, provided such pets shall not exceed a total of two (2) in number and provided further that the owner thereof shall be responsible for the control and conduct of such household pets so that they are not an annoyance, hindrance or nuisance to others.

24. TRASH RECEPTACLES. All receptacles for trash or garbage must be kept within a fenced or enclosed area and hidden from public view and the view from adjoining property.

25. CLOTHESLINES. All clotheslines and poles must be installed on the rear portion of a lot in such a manner so as not to be visible from any street or from adjoining property.

26. SCREENING OF YARD EQUIPMENT. Lawnmowers and other lawn maintenance equipment shall be kept in a screened or an enclosed area so as to not be visible from any street or from adjoining property.

27. TELEVISION ANTENNA AND SATELLITE DISHES. A standard roof-mounted or chimney-mounted television antenna is permissible. Furthermore, a satellite dish not exceeding eighteen (18") inches in diameter is permitted if it is installed on the roof so as not to be visible from the street in front of the dwelling. In the case of a corner lot, a permitted satellite dish shall also be required to not be visible from the side street unless the Developer or Association waives this requirement in writing. No other type of antenna, satellite dish or similar device for the transmission of signals of any kind shall be erected or allowed to remain on any lot without the express written permission of the Developer or the Association. The Developer and/or the Association shall have authority to issue more specific restrictions consistent with this provision and the right to give specific approval if reasonably necessary.

28. COVENANT OF GOOD APPEARANCE AND REPAIR. Each owner shall maintain his lot and the exterior of all improvements in good appearance and repair in order to assure that no condition exists which would diminish the good appearance of the property. Every owner of a vacant or unimproved lot shall keep such lot free of debris and unsightly underbrush, weeds or other unsightly vegetation, provided, however, Developer shall be exempt from the requirements of this Section. In the event that an owner shall fail to maintain a lot in a good state of repair and appearance, the Developer and/or the Association, or their agents or employees, shall have the right to maintain same and charge the cost thereof to the owner, but no work shall be done without due and proper notice to the owner and an allowance of at least thirty (30) days to correct specified deficiencies. In the event the owner or owners of a lot shall fail to pay such charges within thirty (30) days of billing, same may be collected in the same manner and under the same terms as Assessments set forth in Section 39. THE DEVELOPER, THE ASSOCIATION OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR MEMBERS SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCASIONED BY ANY NON-NEGLIGENT ACT OR OMISSION IN THE INSPECTION, REPAIR OR MAINTENANCE OF ANY SITE, IMPROVEMENTS OR PORTION THEREOF.

29. SIGNS. No signboards or other signs of any kind shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than thirty inches (30") by thirty inches (30") in size, provided, however, the Developer shall have the right to use any signs for development of the property which Developer deems appropriate. Any areas upon which the Developer has installed entrance identification signs shall be exempt from this provision.

30. STREET LIGHTING. The expenses for operation and maintenance of street lighting installed by or at the request of the Developer will be transferred to the Association. The Developer may transfer the utility expenses to the Association at any time after one (1) year from date hereof, after which time the Association shall be responsible for all costs.

31. MAINTENANCE OF STREET RIGHT-OF-WAY. The Owner of a lot shall be responsible for the grassing and/or landscaping and maintenance of the area from the property line to the edge of the pavement or curb of the street or streets upon which said lot abuts. If the Owner shall fail to keep this area neatly mowed or otherwise neatly maintained, the Developer and/or the Association shall have the same rights to maintain same and charge the costs thereof to the Owner in the same manner and according to the same provisions for lot maintenance as set forth in Section 28.

32. FUEL TANKS. All fuel tanks or containers shall be buried underground in a manner consistent with normal safety precautions and in accordance with the rules and regulations of appropriate governing bodies, agencies and the South Carolina Department of Health and Environmental Control. No fuel tanks, except those commonly used with gas barbecue grills, are permitted above ground.

33. FIREWORKS. Shooting of fireworks of any kind, and the storage thereof, are prohibited, unless carried out in conjunction with a supervised activity of the Developer or the Association in accordance with applicable laws.

34. MAIL RECEPTACLES. All mailboxes or other mail receptacles and their supporting structure, including fixing the location and height thereof, shall conform to Developer's uniform requirements. After installation, each owner has the responsibility of keeping same in good repair and appearance. Payment to Developer for the uniform mailbox may be made a condition of closing a lot should the Developer elect to impose such a condition. Upon delegation to the Association of Developer's rights hereunder, the Association shall have the right to prescribe rules and regulations relating to uniform mailboxes. In the absence of such rules, the mailboxes shall conform to those originally approved by the Developer.

35. TEMPORARY SALES OFFICE. The Developer shall have the right to place or erect temporary sales offices on any lot or other area in the development for the purpose of marketing lots.

36. MEMBERSHIP AND VOTING RIGHTS IN THE LAKE EMORY HOMEOWNERS ASSOCIATION, INC.

A. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation, shall not be a member.

B. Voting Rights. The Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all those Owners defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal to the total votes outstanding in Class B membership; or

(b) January 1, 2015.

37. MEMBERSHIP AND VOTING RIGHTS IN LAKE EMORY LAKEFRONT HOMEOWNERS ASSOCIATION, INC. AND ADDITIONAL RESTRICTIONS FOR LAKEFRONT LOTS

Every person or entity who is a record owner of a fee or undivided interest in any lot contiguous with the basin for Lake Emory lake shall also be a member of the Lake Emory Lakefront Homeowners Association, Inc., (which shall be a separate corporation) and the provisions for such Association are attached hereto as Exhibit "A" which is incorporated herein by reference. The provisions in Exhibit "A" are in addition to those contained herein for the Lake Emory Homeowners Association, Inc., in which all lot owners shall be members.

38. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

A. Title to Common Properties. The Developer may retain the legal title any property, real or personal, which Developer desires to convey as Common Property until such time as, in the sole discretion of the Developer, the Association or Lakefront Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for himself and his heirs and assigns, that he shall convey such common property not later than December 31, 2014. The conveyance by the Developer of common property may be accompanied by such reservations, restrictions, reserved easements and conditions as Developer, in his sole discretion, may elect to impose.

B. Restrictions on Common Properties. Any parcel or parcels of real property conveyed as Common Properties shall be used, maintained and operated only as natural areas, conservation areas, landscaped or beautification areas and/or recreational areas. No other use or improvements are to be made to said real property without the express written permission of the Developer, and Developer expressly reserves easement rights upon any such parcels for installation of underground utilities and for ingress and egress.

39. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of Assessments. The Developer for each lot owned by him within Lake Emory hereby covenants and each owner of any lot by acceptance of a deed to a lot within Lake Emory, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the owner of such lot at the time when the assessment fell due.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, recreation and welfare of the lot owners in Lake Emory and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

(1) Expenses for the maintenance, upkeep and improvement of the Common Properties;

(2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, water usage and other related reasonable and necessary expenses;

(3) Maintenance, upkeep, repair and/or replacement of the sprinkler systems (if any) within the Common Properties;

(4) For the payment of services for any street lighting assigned by Developer to the Association;

(5) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Lake Emory identifying the subdivision, containing street names or other safety signs, if any; and

(6) For any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these Restrictions.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 1996. For the year beginning January 1, 1996, the base maximum annual assessment shall be \$100.00 per lot and shall remain \$100.00 per lot until adjusted by vote of the Members as herein provided. The Board

of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser amount. Lots owned by the Developer shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Association.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Lots owned by the Developer shall be exempt from special assessments until such time as a dwelling shall be constructed thereon.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations in Section 39.C. above, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 39.C. hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized Under Sections 39.D. and 39.E. The quorum required for any action respecting assessments authorized by Sections 39.D. and 39.E. hereof shall be the Members present at a meeting duly called and convened pursuant to Sections 38.D. and 38.E. hereof.

G. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 1996, and on January 1 of each year thereafter. Prior to January 1, 1996, the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under Section 39.D. hereof shall be fixed in the resolution authorizing such assessment.

H. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject

thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 39.G. above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the lot, which shall bind such lot in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) from the delinquency date. The Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the lot, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

J. Lien of Assessments is Subordinate to Recorded Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

40. ENFORCEMENT BY HOMEOWNERS ASSOCIATION. Except for approvals and rights expressly reserved herein unto the Developer or its nominee, the Lake Emory Homeowners Association, Inc. shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the By-laws of the Association adopted in accordance with the terms hereof.

41. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto the Developer herein remain exclusively with the Developer, his heirs and assigns, provided, however, Developer may assign and or delegate all or any part of such reserved rights to the Association or other agent or nominee.

42. TERM OF ENFORCEMENT AND AMENDMENTS. These terms and conditions shall be binding upon the Developer, his heirs and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2030, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years each, unless the then Owners owning at least two-thirds (2/3) of the lots in Lake Emory agree in writing to terminate or change same. The terms and conditions of this instrument may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the lots in Lake Emory. Notwithstanding anything herein to the contrary, the Developer, his heirs and assigns, reserves the right to waive, to add to, amend, release or change in any manner and in his sole discretion, any of the terms hereof, provided, however, that same shall be required to be given in writing and signed by the Developer or other authorized party.

43. EFFECT OF COVENANTS AND ENFORCEMENT.

A. Effect of Provisions of These Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Lake Emory do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Lake Emory is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for himself, his heirs and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Lake Emory;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Lake Emory, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

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

C. Against Whom May the Covenants be Enforced. The obligation and benefits prescribed by this instrument shall run with the property and shall be enforceable against any owner, his heirs,

successors and assigns, or any other person whose activities bear a relation to the property, including guests and tenants when the aforesaid persons or entities engage in activities (including omissions and failures to act) which constitute violations or attempts to violate, contravene or circumvent the terms hereof.

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

Notwithstanding anything herein to the contrary, the terms and provisions in Exhibit "A" applicable only to lakefront lots shall be enforceable only by and against the owners of such lakefront lots and by the Lakefront Association and by the Developer. While Sections 1 through 43 are applicable to all parties owning lots in Lake Emory Subdivision, the provisions of Exhibit "A" are applicable only to the owners of lakefront lots and, therefore, may only be enforced by and against them.

44. SPECIAL PROVISIONS FOR LAKE EMORY LAKE.

A. Use of Water. Pursuant to the regulatory approval of the State of South Carolina relative to the creation of Lake Emory lake, all parties, including the Developer, are prohibited from withdrawing any of the water from Lake Emory lake.

B. Fishing Privileges. Pursuant to a prior agreement, Charles T. Gaines and the members of his immediate family have a lifetime privilege of fishing in Lake Emory lake from the banks or boat at any time.

C. Access to Lake Emory Lake. Except as otherwise provided herein, only those owners who own a lot or lots contiguous with the basin for Lake Emory lake shall be entitled to have access to the waters of Lake Emory lake. Such access shall be determined by the Developer and/or the Lakefront Association as herein provided. Reference is hereby made to Exhibit "A."

45. MISCELLANEOUS.

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

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

C. Board Authorization. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

E. Savings Clause. If any provisions or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 31st day of May, 1995.

IN THE PRESENCE OF:

LAKE EMORY DEVELOPMENT, INC.

/s/ Timothy L. Cleveland

BY: /s/ Jimmy L. Brock, Pres. (SEAL)
Jimmy L. Brock, President

/s/ Pamela D. Johnson

/s/ Richard E. Glover
Richard E. Glover, by Jimmy L. Brock,
Attorney-in-Fact (Deed Book 62-D, p. 812)

/s/ Carla N. Glover
Carla N. Glover, by Jimmy L. Brock,
Attorney-in-Fact (Deed Book 62-D, p. 812)

EXHIBIT "A"

1. RESTRICTIONS AND PROVISIONS APPLICABLE SOLELY TO LAKEFRONT LOTS

In addition to all restrictions set forth in the aforesaid Declaration, the lots contiguous with the basin for Lake Emory lake shall be subject to the following terms, conditions, restrictions and affirmative obligations:

A. Each Owner has the right to landscape, beautify and maintain the area between such owner's property line and the edge of the water, provided, however, the Developer and/or Lakefront Association shall have the right to adopt rules and regulations concerning same. Upon such adoption, each Owner is responsible for complying with such rules and regulations. Until specific rules and regulations are adopted, each Owner has an obligation to grass and/or landscape this area and to cut and maintain same so as to beautify the perimeter of the lake and to eliminate erosion. Such area shall be kept free of trash and debris, and nothing shall be built or stored, temporarily or permanently, in such area without the express written permission of the Developer or the Lakefront Association.

B. Each owner shall be entitled to access the waters of Lake Emory from the strip lying between his lot and the waters of Lake Emory, but no Owner shall be entitled to use the strip lying between any other Owner's lot and the waters of Lake Emory without permission from such Owner. In case any dispute between Owners concerning access or particular circumstances requires further clarification, the Developer and/or the Lakefront Association shall have authority to issue specific rules and regulations concerning such access.

C. No Owner, family member, guest, tenant or other occupant shall do any act, or fail to take any action, which would result in the pollution of the waters of Lake Emory or impair the quality of water in Lake Emory. In this regard, no one shall add any material, substance or chemical to the waters of Lake Emory unless expressly approved by the Developer or the Lakefront Association, nor shall anyone attempt to privately control the type of fish or fish population in Lake Emory unless approved in writing by the Developer or the Lakefront Association.

D. Owners, their guests, invitees, tenants and occupants are entitled to fish AT THEIR OWN RISK in the waters of Lake Emory in accordance with the applicable State and/or Federal laws, rules and regulations, provided, however, the Developer and/or the Lakefront Association shall have authority to fully control and regulate fishing rights by the issuance of specific rules and regulations. NONETHELESS, NEITHER THE DEVELOPER NOR THE LAKEFRONT ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER FOR SAFETY UPON THE LAKE AND RESPONSIBILITY FOR SAME IS HEREBY EXPRESSLY DISCLAIMED.

E. Restrictions concerning watercraft upon Lake Emory are as follows:

(1) No watercraft of any kind in excess of fourteen (14') feet shall be permitted.

(2) No watercraft may be powered by a motor in excess of five (5) horsepower. Typical trolling motors powered by battery are permitted, but their power shall not exceed the equivalent of a five (5) horsepower outboard motor.

(3) Hand propelled watercraft such as canoes, kayaks and jon boats are permitted.

(4) Watercraft powered by sail are permitted.

(5) The Developer and/or the Lakefront Association shall have the right to further regulate, modify or change in any manner the terms concerning use of watercraft, and any such changes or modifications shall be distributed to each Owner, who shall be bound as fully and completely as if same were included herein.

F. The installation of any kind of dock, float, platform or similar structure built over, on or under the surface of Lake Emory must be done in accordance with written specifications of the Developer and/or the Lakefront Association, and no construction on same shall commence until written approval of the Developer or the Lakefront Association has been given. Furthermore, Developer's written permission is required for the construction or installation of retaining walls and/or barriers along the banks of Lake Emory. The Developer may ultimately assign and transfer to the Association the right to control all aspects of improvements upon Lake Emory, and, upon such assignment, the Association shall have full right and privilege to prescribe rules and regulations controlling same. All owners of lakefront lots shall at all times be subject to those requirements issued by the Developer, as contained herein or as may later be set forth by the Association. Any violation of such rules or regulations shall be deemed to be a violation of the terms hereof, thereby entitling any party to assert such violation and to seek remedies for such violation.

G. Owners, their guests, invitees, tenants and occupants may swim AT THEIR OWN RISK in the waters of Lake Emory in accordance with written rules and regulations which may be issued by the Developer, who shall in due course assign his rights to issue such rules and regulations to the Lakefront Association, which shall have then full right and privilege to enforce same and to adopt, modify or add to such rules and regulations.

H. No activity is allowed on the waters of the lake or on the Common Property of the Lakefront Association which constitutes a nuisance or is offensive or disorderly.

I. THE DEVELOPER AND THE LAKEFRONT ASSOCIATION DISCLAIM ANY AND ALL RESPONSIBILITY FOR THE SAFETY OF ANYONE UPON THE WATERS

OF LAKE EMORY. ANYONE ENTERING THE WATERS OF LAKE EMORY IS DOING SO AT HIS OR HER OWN RISK. NEITHER THE DEVELOPER, NOR THE LAKEFRONT ASSOCIATION, SHALL HAVE ANY AFFIRMATIVE DUTY TO PATROL THE LAKE OR PRESCRIBE SAFETY RULES AND REGULATIONS CONCERNING ITS USE. THIS DECLARATION SHALL NOT CREATE ANY AFFIRMATIVE DUTIES, NOR SHALL THE ISSUANCE OR ANY SAFETY RULES AND REGULATIONS BE DEEMED TO ACCEPT RESPONSIBILITY FOR LAKE SAFETY. EACH PERSON ENTERS THE LAKE AT HIS OR HER OWN RISK.

J. The Developer and the Lakefront Association retain in perpetuity an easement of ingress and egress over and across an area extending ten (10') feet into the part of each lot bordering the lake for purpose of accessing the lake for maintenance, upkeep or improvement, provided, however, this area shall always be at least ten (10') feet above the water's edge.

K. Each Owner is entitled to install underground piping for surface water from the lot to empty into Lake Emory, but all such areas shall be maintained in such a manner as to not cause erosion.

L. No Owner shall cause to alter by excavation, grading or otherwise, the elevation of a lot so as to change the location of the water's edge without Developer's written permission.

M. Notwithstanding any other provision herein, either the Developer or the Lakefront Association has authority, each in its sole discretion, to prohibit all fishing, swimming or other recreational use of the waters of Lake Emory lake, in addition to the right to regulate such activities.

2. MEMBERSHIP AND VOTING RIGHTS IN THE LAKE EMORY LAKEFRONT HOMEOWNERS ASSOCIATION, INC.

A. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot having a property line contiguous with the basin for Lake Emory lake shall also be subject to the terms and conditions set forth in this Exhibit "A." Each such person or entity shall also be a member of the Lake Emory Lakefront Homeowners Association, Inc., and shall be subject to assessments by it. No person or entity, which holds an interest in a lot merely as a security for the performance of an obligation, shall be a member.

B. Voting Rights. The Lakefront Association shall have two (2) classes of voting membership as follows:

Class A. Class A members shall be all those Owners defined in Section 2.A. with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 2.A. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer and he shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either one of the following events, whichever occurs earlier:

(a) When the total votes outstanding in Class A membership equal to the total votes outstanding in Class B membership; or

(b) January 1, 2015.

3. DEFINITIONS. The Definitions in Section 1 of the Declaration apply except that the following words when used in this Exhibit "A" (unless the context clearly requires a different meaning) shall have the following meanings:

A. "Lakefront Association" shall mean and refer to the Lake Emory Lakefront Homeowners Association, Inc.

B. "Common Properties" shall mean and refer to any and all tracts which shall be conveyed by the Developer to the Lake Emory Lakefront Homeowners Association, Inc., as well as any other property such as personal property or fixtures, which shall be conveyed to said Association by the Developer, and the term shall include, but shall not be limited to, all other property owned and held by said Association as part of its responsibilities, obligations and operations set forth herein. It is contemplated that the Common Properties will include the entire lake basin up to each Owner's lakefront property line, the dam, spillway and a designated area behind the dam.

C. "Lot" or "lot" shall mean and refer to any numbered parcel of land contiguous with the lake basin for Lake Emory lake as shown upon a plat of Lake Emory prepared for the Developer and recorded in the RMC Office of Spartanburg County.

D. "Member" shall mean and refer to any owner who is a member of the Lake Emory Lakefront Homeowners Association, Inc. As used in this Exhibit "A", the term "member" shall specifically exclude owners of lots not contiguous with the lake basin.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot (as defined in this Exhibit), but notwithstanding any applicable theory of mortgage law, shall not mean or refer to any mortgagee of such lot unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

4. PROPERTY RIGHTS IN THE COMMON PROPERTIES.

A. Title to Common Properties. The Developer may retain the legal title to any property, real or personal, which Developer desires to convey as Common Property until such time as he has completed improvements thereon and until such time as, in the sole discretion of the Developer, the Lakefront Association is able to maintain the same, but, notwithstanding any provision herein, the

Developer hereby covenants, for himself, his heirs and assigns, that he shall convey all such Common Property to the Lakefront Association not later than December 31, 2014. The conveyance by the Developer of Common Property may be accompanied by such reservations, restrictions, reserved easements and conditions as Developer, in his sole discretion, may elect to impose.

B. Restrictions on Common Properties. The parcels of real property included as part of the Common Properties are to be owned, used and maintained in accordance with the within terms and conditions. No other use or improvements are to be made to said real property without the express written permission of the Developer or the Lakefront Association, and Developer expressly reserves easement rights upon these parcels for installation of underground utilities and for ingress and egress.

5. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of Assessments. The Developer for each lot hereby covenants and each owner of any lot by acceptance of a deed to a lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Lakefront Association:

(1) Annual assessments or charges; and

(2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due.

B. Purpose of Assessments. The assessments levied by the Lakefront Association shall be used exclusively for the purposes of promoting the health, safety, and welfare of the lot owners in Lake Emory and in particular shall be used for the payment of costs and expenses, including, but not limited to, the following:

(1) Expenses for the maintenance, upkeep and improvement of the Common Properties;

(2) Payment for services in connection with the maintenance, upkeep and improvements to the Common Properties, including utilities, taxes, water usage and other related reasonable and necessary expenses;

(3) Maintenance, upkeep, repair and/or replacement of the sprinkler systems (if any) within the Common Properties;

(4) For the payment of services for any outdoor lighting (if any) installed by the Developer and assigned to the Lakefront Association; and

(5) For any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Lakefront Association as determined by the Board of Directors of said Association in accordance with the By-Laws and these Restrictions.

C. Basis and Maximum of Annual Assessments. There will be no annual assessments until the year beginning January 1, 1996. For the year beginning January 1, 1996, the base maximum annual assessment shall be \$125.00 per Lot. Beginning January 1, 1997, the annual assessment may be adjusted by vote of the Members as herein provided. The Board of Directors of the Lakefront Association may, after consideration of current maintenance cost and future needs of the Lakefront Association, fix the actual assessment for any year at a lesser amount. Lots owned by the Developer shall be exempt from annual assessments until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect the Developer's voting rights in the Lakefront Association.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Lakefront Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Lots owned by the Developer shall be exempt from special assessments until such time as a dwelling has been constructed thereon.

E. Change in Basis and Maximum of Annual Assessments. Subject to the limitations in Section 5.C. above, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 5.C. hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Any Action Authorized Under Sections 5.D. and 5.E. The quorum required for any action respecting assessments authorized by Sections 5.D. and 5.E. hereof shall be the Members present at a meeting duly called and convened.

G. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 1996, and on January 1 of each year thereafter. Prior to January 1, 1996, the Developer agrees to maintain the Common Properties in a good state of repair

and operation. The due date of any special assessment under Section 5.D. hereof shall be fixed in the resolution authorizing such assessment.

H. Duties of the Board of Directors. The Board of Directors of the Lakefront Association shall fix the date of any special assessment and at least thirty (30) days in advance of the due date of any assessment prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Lakefront Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Lakefront Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Lakefront Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 5.G. above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the lot, which shall bind such lot in the hands of the then Owner, his heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE - 18%) from the delinquency date. The Lakefront Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

J. Lien of Assessments is Subordinate to Recorded Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon a lot subject to the assessment. The sale or transfer of a lot shall not affect the assessment lien, provided, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

6. ENFORCEMENT BY LAKEFRONT HOMEOWNERS ASSOCIATION. Except for approvals and rights expressly reserved herein unto the Developer or his nominee, the Lakefront Association shall have standing to enforce the within restrictions, covenants and obligations in the same manner and to the same extent as does the Developer or any other owner. The powers and authorities herein granted to the said Lakefront Association shall be in addition to such other and further rights, duties and obligations which may be set forth in the By-laws of the Association adopted in accordance with the terms hereof.

7. DELEGATION OF DEVELOPER'S RIGHTS. All rights reserved unto the Developer herein remain exclusively with the Developer, his heirs and assigns, provided, however, Developer may assign and or delegate all or any part of such reserved rights to the Lakefront Association.

8. TERM OF ENFORCEMENT AND AMENDMENTS. These terms and conditions of this Exhibit "A" shall be binding upon the Developer, his heirs and assigns, and upon all future owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2030, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years each, unless the then Owners owning at least two-thirds (2/3) of the lots fronting Lake Emory lake agree in writing to terminate or change same. The terms and conditions of this Exhibit "A" may be amended or changed only upon written agreement of the then Owners owning at least two-thirds (2/3) of the lots fronting Lake Emory lake. Notwithstanding anything herein to the contrary, the Developer, his heirs and assigns, reserves the right to waive, to add to, amend, release or change in any manner any of the terms hereof in his sole discretion.

9. EFFECT OF COVENANTS AND ENFORCEMENT.

A. Effect of Provisions of These Covenants. Each owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within Lake Emory do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

(1) shall be considered and deemed to be incorporated in each deed or other instrument by which any right, title or interest in any lot within Lake Emory is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(2) shall, by virtue of acceptance of any right, title or interest in any lot by an owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such owner to, with and for the benefit of the Developer, the Association and all other owners, their respective heirs, successors and assigns;

(3) shall be deemed a real covenant by the Developer for himself, his heirs and assigns and also an equitable servitude, running in each case, both as to burdens and benefits with and upon the title to each lot within Lake Emory;

(4) shall be deemed a covenant, obligation and restriction secured by a lien binding, burdening and encumbering the title to each lot within Lake Emory, which lien, with respect to any such lot shall be deemed a lien in favor of the Association.

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

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

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

E. Limitations on Enforcement. Notwithstanding anything contained in this Exhibit "A" to the contrary, and as a matter of clarification of the intent and purpose of the Developer, the terms and conditions of this Exhibit "A" are applicable to only those owners who own property having a property line contiguous with Lake Emory lake (being an "Owner" as defined in this Exhibit "A") and to the Lakefront Association. Specifically, no other party or entity shall have standing to enforce the provisions in this Exhibit "A".

10. MISCELLANEOUS.

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

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

C. Board Authorization. All actions of the Association shall be authorized actions if approved by the Board of Directors of the Association in accordance with its By-Laws, unless the terms of this instrument provide otherwise.

D. Gender, Tense, Number and Applicability of Definitions. When necessary for proper construction, the masculine form of any word used herein shall include the feminine or neuter gender, and the singular, the plural and vice versa, and words used in the present tense shall include the future tense.

E. Savings Clause. If any provisions or provisions of this instrument are found to be ineffective or unenforceable for any reason in the final judgment of any court having jurisdiction of the subject matter hereof, the remaining provisions hereof shall remain fully enforceable and binding upon the owners, their respective heirs, successors or assigns.

END OF EXHIBIT "A"

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

DEE-2019-1458



DEE BK 122-K PG 878-882

Recorded 5 Pages on 01/10/2019 02:28:59 PM

Recording Fee: \$11.00

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

Dorothy Earle, Register Of Deeds

Lake Emory Lakefront Homeowners' Association,
Inc.

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

1. LAKE EMORY HOMEOWNERS ASSOCIATION,
INC. ARCHITECTURAL REVIEW COMMITTEE
INFORMATION SHEET
2. LAKE EMORY HOMEOWNERS ASSOCIATION,
INC. ARCHITECTURAL REVIEW COMMITTEE
SUBMITTAL FORM UPDATED 1/10/19

Declaration originally recorded in Book 62-W at Page 349

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Protective Covenants, Conditions, Restrictions and Easements of Lake Emory Subdivision was recorded on June 6, 1995 in the Office of the Register of Deeds for Spartanburg County in Deed Book 62-W at Page 349 (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, Lake Emory Lakefront Homeowners' Association, Inc. is the Homeowners Association for Lake Emory; and

WHEREAS, Lake Emory Lakefront Homeowners' Association, Inc. desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules, and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Lake Emory Lakefront Homeowners' Association, Inc. does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Lake Emory Homeowners Association Architectural Review Committee Information Sheet as **Exhibit A**
2. Lake Emory Homeowners Association Architectural Review Committee Submittal Form Updated 1/10/19, attached as **Exhibit B**

IN WITNESS WHEREOF, Lake Emory Lakefront Homeowners' Association, Inc. has by its duly authorized officer set its hand and seal this 10 day of JANUARY, 20 19.

[SIGNATURE PAGE TO FOLLOW]

SIGNED SEALED AND DELIVERED
in the presence of:

Megan M. Blacken
(witness #1)
Chris M. [Signature]
(witness #2)

Lake Emory Lakefront Homeowners' Association,
Inc.

By: Ben L. Cromer, Jr (L.S.)

Print Name: BEN L. CROMER, JR

Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Susie M. Betenbaugh, Notary Public for the State of South Carolina, do
hereby certify that Lake Emory Lakefront Homeowners' Association, Inc.,
BEN L. CROMER, JR its President, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10 day of January, 2018. ms

Susie M. Betenbaugh
Notary Public for South Carolina
My Commission Expires: 10-29-25

Exhibit A

**Lake Emory Homeowners Association, Inc.
Architectural Review Committee Information Sheet**

A \$250 non refundable fee is required on New Construction Reviews

Make Check to: Lake Emory Homeowners Association, Inc.

Mail to: Lake Emory HOA PO Box 160207 Boiling Springs, SC 29316

Builder/Contractor Information

Name: _____ SC Lic.# _____

Mailing Address: _____

Phone: _____ Cell: _____

E-Mail _____

Homeowner Information:

Homeowner: _____

Mailing Address: _____

Phone: _____ Cell: _____

E-Mail _____

Lake Emory Information

Address: _____

Lot Number: _____

Initial Page 1 of 2

Builder/Contractor: _____

Homeowner: _____

Lake Emory Homeowners Association, Inc.
Architectural Review Committee Information Sheet

A \$250 non refundable fee is required on New Construction Reviews

Make Check to: Lake Emory Homeowners Association, Inc.

Mail to: Lake Emory HOA PO Box 160207 Boiling Springs, SC 29316

Approval of house plans subject to these additional conditions.

- 1 Silt fence, as required by Spartanburg County ordinance, must be installed and maintained keeping run off from reaching streets and Lake.
- 2 Port-a-John, as required by Spartanburg County ordinance, must be used, and maintained, on property during construction.
- 3 A 55 gallon drum will be allowed to burn trash. Open burning of debris and rubbish is **NOT** allowed. A rubbish dumpster is recommended.
- 4 The home **Must** be 50% brick and/or an exterior approved by the architectural committee. No concrete or concrete block may be visible on foundation or walls. Vinyl may be used **Only** on boxing and gables.
- 5 Architectural style shingles **MUST** be used on all new construction and replacement roofing.
- 6 Gravel, as required by Spartanburg County ordinance, must be used on driveways and/or lot entrance until driveways are paved.
This gravel must be maintained and replenished as needed.
- 7 Upon completion of home, all building materials (both new and used), rubbish, and downed trees must be removed from lot.
- 8 Front yard must be sodded and have underground irrigation system

Above Terms and Conditions Accepted By:

Builder:

Print

Sign

Date:

Homeowner:

Print

Sign

Date:

Approved By:

Lake Emory HOA Architectural Committee

Date:

Approved By:

Lake Emory HOA Architectural Committee

Date:

Exhibit B

LAKE EMORY HOMEOWNERS ASSOCIATION

Box 160207, Boiling Springs, S.C. 29316 Phone: (864) 599-9019 Fax: (864) 599-9029

Architectural Review Committee Submittal Form Updated 1/10/19

Please provide the additional information as requested by the Architectural Review Committee. If you have any questions, please feel free to call us at 599-9019. Any omissions may cause unnecessary delays.

1. Name: _____ Address: _____
Lot: _____ Phone: _____ E-mail: _____
2. Contractor: _____ Address: _____
License # _____ Phone: _____ E-mail: _____
3. Description of work to be performed: _____
4. Estimated time to complete work: _____
5. Materials to be used: _____
6. Colorscheme: _____
7. Other relevant information: _____

Architectural style shingles **MUST** be used on all new construction and replacement roofing.

Please attach Blueprints with your submittal. Please indicate all materials, dimensions, colors, and the exact location of the proposed work to be completed. Drawings or brochures of similar projects may also be submitted. Major construction projects **must** include elevation drawings.

I agree to:

- a) Maintain all improvements made on the property, comply with all applicable City, County, and State laws, and obtain all required permits.
- b) Begin no work until I have received approval, in writing, from the Architectural Review Committee.

Print: _____ Sign: _____ Date: _____

Submitted requests will be reviewed as soon as possible, however **this process could take 30 days**. All requests will be reviewed individually and a completed form will be mailed to the above address.

<i>FOR Architectural Review Committee USE ONLY</i>			
<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> Approved with Listed Provisions	<input type="checkbox"/> Return for More Information
Provisions: _____			

SIGNED		DATE	
<input type="checkbox"/> Homeowner	<input type="checkbox"/> File	<input type="checkbox"/> Hinson Mgt.	



BY-LAWS OF
LAKE EMORY LAKEFRONT HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Lake Emory Lakefront Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 8499 Valley Falls Rd. Boiling Springs, SC 29316, but meetings of members and directors may be held at such places designated by the Board of Directors.

ARTICLE II
MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. The record owner or owner's collectively (including contract sellers) of a fee simple title to Lots 50-57, Lots 64 and 65, Lots 102-116 of Lake Emory Subdivision recorded in Plat Book 129, page 372, RMC Office for Spartanburg County shall be a member of the Association. The voting right of members shall be as provided by Paragraph 37 of The Declarations recorded in Deed Book 62-W, page 349, RMC Office for Spartanburg County.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the facilities as provided in the Declaration. Any member may delegate his rights of enjoyment Of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Such member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the member.

Section 3. Membership Responsibilities. Each member shall be subject to the Conditions and responsibilities outlined in the Declarations recorded in Deed Book 62-W, page 349.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first meeting of the members shall be as soon as practical after the Articles of Incorporation have been filed with the Secretary of State. Notice of this meeting shall be given as provided in Section 3, below. Thereafter, the annual meetings shall be held on a date selected by the Board of Directors in January of each year.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one fourth (1/4) of all the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member, addressed to the member's address last appearing on the books of the Association, or' supplied by such 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. Waiver by a member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. Each time a meeting of the members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members shall constitute a quorum. If the required quorum is not represented at the first meeting, a second meeting may be called subject to the giving of proper notice, at which time the quorum requirement shall be one half (1/2) of the quorum required at the first meeting or twenty five percent (25%). The quorum requirement shall be reduced by one half (1/2) at subsequent called meetings until a quorum is met.

Section 5. Proxies. At all meetings of the members, each member may vote in person Or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV BOARD OF DIRECTORS : SELECTION : TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) Directors.

Section 2. Term of Office. The term of office shall be two (2) years.

Section 3. Removal. Any director may be removed from the Board, with or without Cause, by majority vote of the members of the Association. In the event of 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.

Section 4. Compensation. No director shall receive compensation for any service he May render to the Association. However, any director may be reimbursed for his actual expenses Incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to Take any action in the absence of a meeting which they could take at a meeting by obtaining the Written approval of all the directors. Any action shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, 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 annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among voting members of the homeowners' association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many

votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors 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 done or decision 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.

ARTICLE VII POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and rights to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) Employ a manager, an independent contractor, or such other employees as they Deem necessary, and to prescribe their duties; and
- (f) Employ attorneys to represent the Association when deemed necessary.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a summary to the members at the annual meeting, or at any special meeting when such a summary is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:

- (1) Fix the amount of the annual assessment against each lot subject to Assessment at least thirty (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) Foreclose the lien against the property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance on the real and personal property located on the properties as more fully set forth in the Declaration;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it May deem appropriate;
- (g) Cause the Common Area to be maintained; and
- (h) Cause the grounds of the Residential Unit to be maintained; and
- (I) to enforce compliance with the Declaration and these By-Laws.

ARTICLE VIII OFFICERS AND THE DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board 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 of Directors following each annual meeting of the members.

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

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

President

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

Secretary

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

Treasurer

(c) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the Completion of the fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX INDEMNIFICATIONS

The Association shall indemnify any director or officer or former director or officer of the Association against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

ARTICLE X COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these By- Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI 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 member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XII ASSESSMENTS

Each member is obligated to pay to the Association annual and special assessments and Ground maintenance fees for each lot subject to assessment which are secured by a continuing Lien upon the property against which the assessment is made all as more fully set forth in the Declaration and the amendments thereto.

ARTICLE XIII CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the Words: LAKE EMORY LAKEFRONT HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIV AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV FISCAL YEAR

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

[signature page to follow]

SIGNED SEALED AND DELIVERED
in the presence of:



(witness #1)



(witness #2)

LAKE EMORY LAKEFRONT HOMEOWNERS'
ASSOCIATION, INC.

By: Ben L. Cromer, Jr. (L.S.)

Print Name: BEN L. CROMER, JR

Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Susie M. Betenbaugh, Notary
Public for the State of South Carolina, do hereby certify that Lake Emory Lakefront
Homeowners' Association, Inc., by BEN L. CROMER, JR, its President,
personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

Witness my hand and official seal this 10 day of JANUARY, 2019.

Susie M. Betenbaugh
Notary Public for South Carolina
My Commission Expires: 10-29-25

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
JAN 10 2019
Susie M. Betenbaugh
Notary Public

BY-LAWS OF
LAKE EMORY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Lake Emory Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 8499 Valley Falls Rd. Boiling Springs, SC 29316, but meetings of members and directors may be held at such places designated by the Board of Directors.

ARTICLE II
MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. As more particularly described in the Declaration of the Protective Covenants, Conditions, and Restrictions and easements of Lake Emory Subdivision. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation, shall not be a member.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the facilities as provided in the Declaration. Any member may delegate his rights of enjoyment Of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. Such member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the member.

Section 3. Membership Responsibilities. Each member shall be subject to the Conditions and responsibilities outlined in the Declarations recorded in Deed Book 62-W, page 349.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first meeting of the members shall be as soon as practical after the Articles of Incorporation have been filed with the Secretary of State. Notice of this meeting shall be given as provided in Section 3, below. Thereafter, the annual meetings shall be held on a date selected by the Board of Directors in January of each year.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one fourth (1/4) of all the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member, addressed to the member's address last appearing on the books of the Association, or supplied by such 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,

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Recording Fee: \$13.00

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

Dorothy Earle, Register Of Deeds

the purpose of the meeting. Waiver by a member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. Each time a meeting of the members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members shall constitute a quorum. If the required quorum is not represented at the first meeting, a second meeting may be called subject to the giving of proper notice, at which time the quorum requirement shall be one half (1/2) of the quorum required at the first meeting or twenty five percent (25%). The quorum requirement shall be reduced by one half (1/2) at subsequent called meetings until a quorum is met.

Section 5. Proxies. At all meetings of the members, each member may vote in person Or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV BOARD OF DIRECTORS : SELECTION : TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) Directors.

Section 2. Term of Office. The term of office shall be two (2) years.

Section 3. Removal. Any director may be removed from the Board, with or without Cause, by majority vote of the members of the Association. In the event of 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.

Section 4. Compensation. No director shall receive compensation for any service he May render to the Association. However, any director may be reimbursed for his actual expenses Incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to Take any action in the absence of a meeting which they could take at a meeting by obtaining the Written approval of all the directors. Any action shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, 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 annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among voting members of the homeowners' association.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many

votes as they are entitled to exercise under the provisions of the Declaration. They persons receiving the largest number of votes shall be elected.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors 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 done or decision made by a majority of the directors Present at a drily held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and rights to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) Employ a manager, an independent contractor, or such other employees as they Deem necessary, and to prescribe their duties; and
- (f) Employ attorneys to represent the Association when deemed necessary.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a summary to the members at the annual meeting, or at any special meeting when such a summary is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:

- (1) Fix the amount of the annual assessment against each lot subject to Assessment at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) Foreclose the lien against the property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance on the real and personal property located on the properties as more fully set forth in the Declaration;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it May deem appropriate;
- (g) Cause the Common Area to be maintained; and
- (h) Cause the grounds of the Residential Unit to be maintained; and
- (I) to enforce compliance with the Declaration and these By-Laws.

ARTICLE VIII OFFICERS AND THE DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board 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 of Directors following each annual meeting of the members.

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

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

President

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

Secretary

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

Treasurer

(c) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the Completion of the fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX INDEMNIFICATIONS

The Association shall indemnify any director or officer or former director or officer of the Association against expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

ARTICLE X COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these By- Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI 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 member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XII ASSESSMENTS

Each member is obligated to pay to the Association annual and special assessments and Ground maintenance fees for each lot subject to assessment which are secured by a continuing Lien upon the property against which the assessment is made all as more fully set forth in the Declaration and the amendments thereto.

ARTICLE XIII CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the Words: LAKE EMORY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIV AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of members present in person or by proxy.


Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV FISCAL YEAR

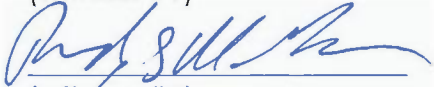
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

[signature page to follow]

SIGNED SEALED AND DELIVERED
in the presence of:

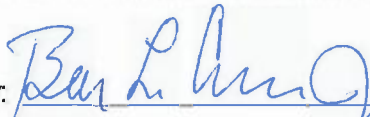


(witness #1)



(witness #2)

LAKE EMORY HOMEOWNERS' ASSOCIATION, INC.

By:  (L.S.)

Print Name: BEN L. CROMER, JR

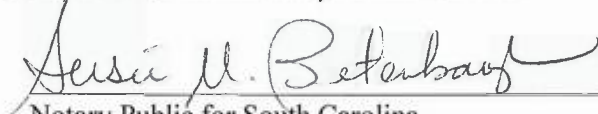
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Susie M. Botenbaugh Notary
Public for the State of South Carolina, do hereby certify that Lake Emory Homeowners'
Association, Inc., by BEN L. CROMER, JR, its President, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10 day of JANUARY, 2019.


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

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
NOTARY PUBLIC
Susie M. Botenbaugh
My Commission Expires 10-29-25

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Lake Emory Homeowners' Association, Inc.

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

DEE-2019-1456



DEE BK 122-K PG 866-870

Recorded 5 Pages on 01/10/2019 02:28:57 PM

Recording Fee: \$11.00

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

Dorothy Earle, Register Of Deeds

1. LAKE EMORY HOMEOWNERS
ASSOCIATION, INC. ARCHITECTURAL
REVIEW COMMITTEE INFORMATION
SHEET

2. LAKE EMORY HOMEOWNERS
ASSOCIATION, INC. ARCHITECTURAL
REVIEW COMMITTEE SUBMITTAL
FORM UPDATED 1/10/19

Declaration originally recorded in Book 62-W at Page 349

WHEREAS, the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) requires Homeowners Associations to record Governing Documents, Rules, Regulations, and amendments thereto; and

WHEREAS, the Declaration of Protective Covenants, Conditions, Restrictions and Easements of Lake Emory Subdivision was recorded on June 6, 1995 in the Office of the Register of Deeds for Spartanburg County in Deed Book 62-W at Page 349 (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, Lake Emory Homeowners' Association, Inc. is the Homeowners Association for Lake Emory; and

WHEREAS, Lake Emory Homeowners' Association, Inc. desires to comply with the recording requirements of the South Carolina Homeowners Association Act by recording its Governing Documents, Rules, and Regulations, as amended, that have not already been recorded; and

NOW THEREFORE, in accordance with the foregoing, Lake Emory Homeowners' Association, Inc. does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Lake Emory Homeowners Association Architectural Review Committee Information Sheet as **Exhibit A**
2. Lake Emory Homeowners Association Architectural Review Committee Submittal Form Updated 1/10/19, attached as **Exhibit B**

IN WITNESS WHEREOF, Lake Emory Homeowners' Association, Inc. has by its duly authorized officer set its hand and seal this 10 day of January, 2019.

[SIGNATURE PAGE TO FOLLOW]

SIGNED SEALED AND DELIVERED
in the presence of:

Megan M. Blackwell
(witness #1)
[Signature]
(witness #2)

Lake Emory Homeowners' Association, Inc.

By: BEN L. CROMER, JR. (L.S.)

Print Name: BEN L. CROMER, JR.

Its: President

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Susie M. Botenbaugh, Notary Public for the State of South Carolina, do hereby certify that Lake Emory Homeowners' Association, Inc. BEN L. CROMER, JR., its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 10 day of JANUARY, 2018. MB

Susie M. Botenbaugh
Notary Public for South Carolina
My Commission Expires: 10-29-25

Lake Emory Homeowners Association, Inc.
Architectural Review Committee Information Sheet

A \$250 non refundable fee is required on New Construction Reviews

Make Check to: Lake Emory Homeowners Association, Inc.

Mail to: Lake Emory HOA PO Box 160207 Boiling Springs, SC 29316

Builder/Contractor Information

Name: _____ SC Lic.# _____

Mailing Address: _____

Phone: _____ Cell: _____

E-Mail _____

Homeowner Information:

Homeowner: _____

Mailing Address: _____

Phone: _____ Cell: _____

E-Mail _____

Lake Emory Information

Address: _____

Lot Number: _____

Initial Page 1 of 2

Builder/Contractor: _____

Homeowner: _____

Lake Emory Homeowners Association, Inc.
Architectural Review Committee Information Sheet

A \$250 non refundable fee is required on New Construction Reviews

Make Check to: Lake Emory Homeowners Association, Inc.

Mail to: Lake Emory HOA PO Box 160207 Boiling Springs, SC 29316

Approval of house plans subject to these additional conditions.

- 1 Silt fence, as required by Spartanburg County ordinance, must be installed and maintained keeping run off from reaching streets and Lake.
- 2 Port-a-John, as required by Spartanburg County ordinance, must be used, and maintained, on property during construction.
- 3 A 55 gallon drum will be allowed to burn trash. Open burning of debris and rubbish is **NOT** allowed. A rubbish dumpster is recommended.
- 4 The home **Must** be 50% brick and/or an exterior approved by the architectural committee. **No** concrete or concrete block may be visible on foundation or walls. Vinyl may be used **Only** on boxing and gables.
- 5 Architectural style shingles **MUST** be used on all new construction and replacement roofing.
- 6 Gravel, as required by Spartanburg County ordinance, must be used on driveways and/or lot entrance until driveways are paved.
This gravel must be maintained and replenished as needed.
- 7 Upon completion of home, all building materials (both new and used), rubbish, and downed trees must be removed from lot.
- 8 Front yard must be sodded and have underground irrigation system

Above Terms and Conditions Accepted By:

Builder:

Print

Sign

Date:

Homeowner:

Print

Sign

Date:

Approved By:

Lake Emory HOA Architectural Committee

Date:

Approved By:

Lake Emory HOA Architectural Committee

Date:

Exhibit B

LAKE EMORY HOMEOWNERS ASSOCIATION

Box 160207, Boiling Springs, S.C. 29316 Phone: (864) 599-9019 Fax: (864) 599-9029

Architectural Review Committee Submittal Form Updated 1/10/19

Please provide the additional information as requested by the Architectural Review Committee. If you have any questions, please feel free to call us at 599-9019. Any omissions may cause unnecessary delays.

1. Name: _____ Address: _____
Lot: _____ Phone: _____ E-mail: _____
2. Contractor: _____ Address: _____
License # _____ Phone: _____ E-mail: _____
3. Description of work to be performed: _____
4. Estimated time to complete work: _____
5. Materials to be used: _____
6. Color scheme: _____
7. Other relevant information: _____

Architectural style shingles **MUST** be used on all new construction and replacement roofing.

Please attach Blueprints with your submittal. Please indicate all materials, dimensions, colors, and the exact location of the proposed work to be completed. Drawings or brochures of similar projects may also be submitted. Major construction projects must include elevation drawings.

I agree to:

- a) Maintain all improvements made on the property, comply with all applicable City, County, and State laws, and obtain all required permits.
- b) Begin no work until I have received approval, in writing, from the Architectural Review Committee.

Print: _____ Sign: _____ Date: _____

Submitted requests will be reviewed as soon as possible, however this process could take 30 days. All requests will be reviewed individually and a completed form will be mailed to the above address.

FOR Architectural Review Committee USE ONLY

☐ Approved ☐ Not Approved ☐ Approved with
Listed Provisions ☐ Return for
More Information

Provisions: _____

SIGNED

DATE

☐ Homeowner ☐ File ☐ Hinson Mgt.