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

THIS DECLARATION is made this 12 day of MAY, 2022, by UPSTATE CAROLINA LAND COMPANY, LLC (hereinafter "Developer" or "Declarant").

WITNESSETH:

WHEREAS, Developer is the owner of all those certain pieces, parcels or lots of land located in Spartanburg County, South Carolina, and shown on a plat entitled "North Park" prepared by Huskey & Huskey, Inc., dated March 31, 2021, revised April 21, 2021 and recorded in Plat Book 179 at Page 395, in the Register of Deeds for Spartanburg County, South Carolina (hereinafter sometimes referred to as the "Subdivision Plat"); and

WHEREAS, said subdivision shall be known as North Park Subdivision (hereinafter referred to as "North Park Subdivision" or the "Community"); and

WHEREAS, the Developer desires to provide for the preservation of values and amenities of this community and for the maintenance of common facilities and, to these ends, desires to subject all of the lots in North Park Subdivision to the within Protective Covenants, Conditions, Restrictions, Easements, charges and liens (herein referred to as the "Declaration", "Covenants" or "Restrictions") for the benefit of each and every Owner in North Park Subdivision;

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 of lots shown on the above plat, Developer does hereby impose upon North Park Subdivision 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. All lots shall be used exclusively for single family residential purposes.

2. No business or commercial activity of any kind shall be carried on in or upon any lot at any time, except with written approval of the Developer. Private offices may be maintained in dwellings on the lots, so long as such use is incidental to the primary residential use of the dwelling and is not visible from the road.

3. No sign notifying the public of any business shall be permitted under any circumstances.

4. No lot may be further subdivided, except as approved in writing by Developer.

5. The minimum heated square feet for any residence shall be 1200 heated and air-conditioned living space, exclusive of open porches, garages, carports, screened porches or unfinished basement space, calculated from exterior dimensions.

6. No residence shall exceed three (3) stories in height.

7. Setbacks and building lines shall be as shown on the Subdivision Plat. No fences of any type may be installed between the house and Emory Road. No fence of any type, except that a chain link fence, pasture-style fence or privacy fence, may be installed on the property.

8. Landscaping shall not interfere with safe sight distance across corners of driveways.

9. Construction of any dwelling must be completed within one year of the date on which construction is begun.

10. The Developer reserves the right to use signs in selling/marketing of the property. No Owner of a lot may display any type sign on any lot, except appropriate "For Sale" or "For Lease" signs and any such sign shall be 180 sq. inches or less, and except that the initial builder may install two (2) 4' x 8' signs and flags in the subdivision for marketing purposes.

11. Lots may be leased for residential purposes. All leases shall have a minimum term of at least six (6) months. All leases shall require without limitation that the tenant acknowledge receipt of a copy of this Declaration and agree to abide by its terms.

12. Garbage containers must be screened from view.

13. No animals or livestock of any kind shall be raised, bred or kept on any lot for commercial purposes. Chickens, goats, dogs, cats or other small household pets may be maintained, provided they are not kept, bred or maintained for any commercial purpose. Billy goats, ducks and roosters shall not be allowed in the subdivision. Any animal or household pet must not constitute a nuisance or unsanitary condition to the neighborhood, shall be kept in a fenced area or under leash at all times when walked or exercised.

14. No nuisance, noxious of offensive activity shall be permitted on any lot, neither shall any unsightly or unkempt condition exist. No junk, salvaged or inoperable vehicles shall be allowed on any lot in the subdivision.

15. The use of firearms of any type in the community may be conducted only in compliance with applicable law. No firearms shall be discharged within 300 feet of an existing house unless silenced, muzzled or suppressed to 133 decibels or lower, and in no event shall a firearm be discharged within 50 feet of a neighboring house. The term "firearms"

includes rifles, shotguns, pistols, BB guns, pellet guns, paintball guns, and firearms (small or large) of all types.

16. No overhead utility line shall be permitted from the road to a house.

17. No window air-conditioning unit may be installed.

18. All mailboxes, property identification markers, entrance gates, fences, lights and all other streetscapes must confirm to the design standards established by the Developer.

19. These Covenants shall be binding upon the Developer, its successors and assigns, and upon all future Owners, their respective heirs, successors and assigns, and all parties claiming under them, until December 31, 2041, at which time the terms hereof shall be automatically extended for successive periods of ten (10) years thereafter, unless the then Owners owning at least two-thirds (2/3) of the lots in North Park Subdivision agree in writing to terminate or change same at any time after December 31, 2041. 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 North Park Subdivision. Notwithstanding anything herein to the contrary, the Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver modification or change shall substantially affect the overall plan of development.

20. Effect and Enforcement of Covenants.

a. Each Owner, tenant and guest, their successors, heirs and assigns, and all others who take an interest in land or realty within North Park Subdivision do promise, covenant and undertake to comply with each provision of these Covenants, which provisions:

(i) 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 North Park Subdivision is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

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

b. The benefits and burdens of these Covenants run with the land at law and in equity, and the Developer, its 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 compliance with the terms and to prevent the violation or breach of the Covenants in any event.

c. The obligation and benefits prescribed by these Covenants shall run with the property and shall be enforceable against any Owner, his or her 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. In addition to other enforcement rights mentioned herein, in the event that any structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any structure or land use is in violation of these covenants, the Developer, its successors and assigns, or any Owner may institute appropriate legal proceedings or actions at law or in equity, including, but not limited to, actions: (1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; (2) to restrain, correct or abate such violation, or breach of these covenants; (3) to prevent the occupancy of any dwelling or land; (4) to prevent any act, conduct, business or use which is in breach of these covenants; (5) to compel any affirmative act which, pursuant to these covenants, "shall", be performed; and (6) to seek appropriate damages. Any action in equity hereunder for the enforcement hereof shall not be barred on the grounds that there may also exist and 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. In the alternative, the Developer may notify the offending Owner of the violation, and, if such violation is not ceased or corrected within 30 days, the Developer may assess such Owner a fine of $100 per month until the violation has ceased or been corrected.

21. Membership and Voting Rights.

a. Membership. Except as otherwise stated in this Declaration, every Owner of a Lot in the Community shall be a Member in the Association (collectively referred to as the "Membership"). If a Lot is owned by more than one Person, all such Persons shall be Members but only one (1) vote may be exercised per Lot regardless of the number of Owners. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by any Member, but in no event shall more than one (1) vote be cast nor more than one (1) office held for each Lot owned, except as otherwise stated in this Declaration.

b. Voting. There shall be two classes of voting membership:

(i) Class A: Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members and shall be entitled to rights of membership and of the use and enjoyment appurtenant to such ownership. In no event shall more than one (1) vote be cast with respect to any such Lot.

(ii) Class B: The Class B Member(s) shall be the Declarant and any successor or assign of Declarant, including builders, who takes title to all or a portion of the Property for the purpose of development and sale or any other specific assigns of the Declarant named in a recorded instrument. Class B Member(s) shall be entitled to five (5) votes for each Lot owned and five (5) votes for each one-half (0.50) of an acre of

undeveloped land owned and subjected to this Declaration. The Declarant or its expressly designated successor or assign (not builders) who may assume the responsibilities of the Declarant, shall be entitled to appoint all of the members of the Board of Directors during the Class B Control Period, which shall run from the date this Declaration is recorded in the office of the Register of Deeds for Spartanburg County, South Carolina, until terminated as set forth below.

Class B Control Period shall terminate on the earlier of:

(A) when 100% of the Lots in **Exhibit "A,"** as may be amended from time to time, have certificates of occupancy issued thereon and have been conveyed to Owners other than a Class B Member holding title for the purposes of development and sale; OR

(B) any earlier date specified by the Declarant, or its expressly designated successor or assigns, in a written notice to the Association that the Class B Control Period is to terminate on that date.

Notwithstanding the foregoing, after termination of the Class B Control Period, the Declarant, or its expressly designated successor or assigns who may assume the responsibilities of the Declarant, shall have a veto power over all actions of the Board of Directors and any committee provided in the Bylaws of the Association, so long as the Declarant, or its expressly designated successor or assigns, owns any portion of the Property.

22. Assessments.

a. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property and all Common Areas, all as may be more specifically authorized from time to time by the Board of Directors. Notwithstanding any provision contained herein to the contrary, neither Declarant nor any builder shall be required to pay any assessments. Further, the Association may determine to charge reduced assessments for any Lot that is not served by a detention pond, inasmuch as a portion of the expenses to be paid by the Association will relate to maintaining the detention ponds.

b. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, jointly and severally, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments as established and collected as hereinafter provided; (d) capital contribution assessments; and (c) specific assessments against any particular Lot, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of the Declaration. All such assessments, together with late charges, interest (not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due), and Costs of Collection, including, without limitation, reasonable attorney's fees and

management company charges incurred, shall be a charge on the land in favor of the Association and shall constitute a continuing lien upon the Lot against which each assessment is made; and the Association shall be entitled to file a document evidencing such lien in the land records of the county in which the Lot is located. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a First Lien Mortgage recorded in the land records of the county where the Properties are located. After the recording of such lien in favor of the Association, all other Persons or entities acquiring liens or encumbrances on any Lot are hereby deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Each such assessment, together with late charges, interest, Costs of Collection, including, without limitation reasonable attorney's fees and management company charges incurred, shall also be the personal obligation of the Person(s) or entity(ies) who owned the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any First Lien Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Declaration or Bylaws, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of the Owner.

c. Budget & Annual Assessments. The Board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The budget shall include the annual assessment amount, the amount and number of installments (if any), and the due date of such annual assessment. Annual assessments shall be levied at a uniform rate per Lot and shall be paid in such manner and on such dates as fixed by the Board of Directors. The Board will make the budget or its summary available to an owner of each Lot, although failure to receive a budget or summary does not affect an Owner's liability for assessments. If the Board fails to prepare a budget for any reason, then the budget for the previous fiscal year shall continue in effect including the amount of the previous year's annual assessment, the number of installments, and the due date, until a new budget is adopted and Owners are notified of the new budget, assessment amount, and due date. A copy of the budget or any amended budget and written notice of the annual assessment and/or any adjustment

thereof, shall be sent to every Owner, identifying the amount(s), due date(s), and the address to which payments are to be sent.

The Board will provide copies of the detailed budget to Owners who make written request and pay a reasonable copy charge.

d. Capital Contribution Assessments. Upon sale, transfer, or conveyance of a Lot within the Property, the new Owner(s) shall be required to pay to the Association a Capital Contribution Assessment equal to one full payment of the regular annual assessment for the current fiscal year in which the sale, transfer, or conveyance occurs. Such Capital Contribution Assessments, when collected, shall be deposited into the Association's reserve accounts, unless in the discretion of the Board, such assessments are needed to offset any budgetary shortfalls. Such Capital Contribution Assessment shall be due and payable in addition to any prorate portions of any annual or special assessment which is due at the time of conveyance of the sale, transfer, or conveyance of the Lot. Failure to collect the Capital Contribution, for any reason or for any period of time, shall not be construed as a waiver of the Board's right to do so in the future. It is the current Owners responsibility to inform the closing attorney of the new Owner's obligation to pay the Capital Contribution Assessment.

e. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time for the purposes of defraying, in whole or in part, any shortfall in the estimated annual budget. Special assessments shall be levied at a uniform rate per lot and shall be paid as determined by the Board. The Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

f. Specific Assessments. In addition to the other assessments authorized herein, the Board shall have the power to specifically assess Lots and respective Owner(s) for reasonable monetary penalties for the violations of the Governing Documents or to cover the costs and expenses the Association incurs to bring a Lot into compliance with the Governing Documents. Specific Assessments are not subject to the uniform rate per Lot requirement set forth in other Sections of this Article, and may be levied in a manner to be determined by the Board in its sole discretion. The failure to exercise this power shall under no circumstances be considered a waiver of the right to do so in the future.

g. Application of Payments. All payments shall be applied first to Costs of Collection, then to late charges, then to interest, then to delinquent assessments in the following order of application: (i) specific assessments; (ii) special assessments; and then (iii) annual assessments.

h. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. In addition, interest shall begin to accrue on the principal amount due from the date first due and payable in an amount not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum. When any assessment or installment thereof, becomes delinquent, the Board shall

have the right to accelerate the due date on any remaining amounts or instalment thereof upon ten (10) days written notice to the Owner. When any assessment becomes delinquent, a lien, as herein provided, shall attach which secures the principal amount, plus interest, late charges, and all Costs of Collection, including, without limitation, reasonable attorney's fees and management company charges incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid, the Association may, pursuant to the discretion of the Board, file suit or legal/equitable proceeding to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the right, but not the obligation, to bid on the Lot at any foreclosure sale to acquire, hold, lease, mortgage, or convey the same.

23. Stormwater Structures. Detention ponds, drainage trenches or ditches, stormwater structures, ditches, swales located in common areas or in easements, or other water retention structures (the "Stormwater Structures"), if any, are those portions of the Property designated on one or more of the Plats, and shall be kept and maintained as ponds for water retention, stormwater drainage, and water management purposes in compliance with all governmental requirements. Stormwater Structures are designated as Common Areas, and shall be maintained, administered, and ultimately owned by the Association. In furtherance of the foregoing, the Declarant hereby reserves and grants an easement in favor of itself and the Association, throughout all portions of the Property as may be necessary for the purpose of accessing, maintaining, and administering the Stormwater Structures, if any. The Association shall maintain all permanent Stormwater Structures by mowing lawns and providing stabilization in these areas periodically, and if it should become necessary at some future time, the Association shall retain a professional engineer and/or grading contractor to maintain any or all of the Stormwater Structures. Notwithstanding the foregoing, Owners shall maintain stabilization efforts and landscaping on their own Lots event if there is an easement on the Lot; provided, however, that in the event a professional engineer or grading contractor is need to design or construct improvements per action requested by any governmental authority, or per action deemed reasonably necessary by the Association, then the Association will be responsible any such maintenance that requires an engineer and/or contractor.

24. Definitions. As used in this Declaration, the capitalized terms below shall have the following meanings:

a. "Assessments" shall have the meaning specified in Section 22.

b. "Association" shall mean and refer to North Park Private Homeowners Association, Inc., a South Carolina nonprofit corporation, its successors and assigns.

c. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

d. "Bylaws" shall mean and refer to the Bylaws of the Association, as determined by the Board from time to time.

e. "Class B Control Period" shall mean and refer to the period commencing on the date of this Declaration first set forth above and terminating as provided in Section 21 herein.

f. "Common Area" or "Area of Common Responsibility" shall mean and refer to all real property and the Improvements thereon shown as "Common Area" on any recorded Plats of the Property or so designated in any conveyance to the Association by the Developer including. Common Area is intended for the common use and enjoyment of the Members, subject to the Rules and Regulations and reserved easement rights, and are not dedicated for use to the general public. Any real property dedicated to and accepted by a governmental entity shall not be considered Common Area or Area of Common Responsibility. "Common Area" shall include but not be limited to any detention ponds and all stormwater drainage facilities. It will be the responsibility of the Association to maintain any detention ponds and stormwater drainage facilities.

g. "Community" shall mean and refer to the subdivided Property comprising the North Park Subdivision.

h. "Costs of Collection" shall mean and refer to all costs and expenses incurred by the Association in collecting Assessments or any other charges authorized herein whether or not any action at law and/or in equity is instituted and whether incurred before or after any action at law and/or equity is instituted, including, without limitation, attorney's fees, management company/management agent charges, administrative fees and charges, court costs, and any other costs incurred by the Association.

i. "Declaration" shall mean and refer to this document as it may from time to time be amended or supplemented in the manner provided herein.

j. "Developer" or "Declarant" shall mean and refer to Upstate Carolina Land Company, LLC, a Limited Liability Company organized and existing under the laws of the State of South Carolina its successors and assigns, as long as it owns any Property or during the Class B Control Period, whichever is later. At the conclusion of the Class B Control Period or when the Declarant no longer owns any Property, whichever is later, Declarant or Developer shall mean and refer exclusively to the Association, and all rights of the Declarant shall be deemed to have passed to the Association.

k. "First Lien Mortgagee" shall mean and refer to a bank, mortgage company or other institution in the business of loaning money that holds a first priority mortgage or deed of trust on a Lot or Dwelling Unit in the Community.

l. "Governing Document(s)" shall mean and refer to this Declaration, the Plat, the Bylaws, the Articles of Incorporation, and the Rules and Regulations, as any of these may be amended from time to time.

j. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map or Plat of the Property which has been subjected to this Declaration, and shall include any Improvements or Dwelling Units as may be erected or placed thereon. "Lot" shall not mean and refer to Common Areas, Areas of Common Responsibility, or the streets or road rights- of-way in the Community.

k. "Member" shall mean and refer to any Owner.

l. "Occupant" shall mean and refer to (i) members of the immediate family of such individual or of an owner who actually resides within the Property and in the same household with each such individual or Owner; (ii) each individual occupying any dwelling unit pursuant to a rental agreement with the Owner thereof, who, if requested by the Board of Directors, has delivered proof of such rental agreement to the Board of Directors; and (iii) any Person who has a fixed place of habitation at a dwelling unit of any such individual or Owner to which, whenever he is absent, he has the intention of returning.

m. "Owner" shall mean and refer to the record owner or owners, whether one or more Persons or entities, of any Lot which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

n. "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

o. "Plat" shall mean and refer to collectively to those certain plat(s) depicting all or a portion of the Property recorded in the Register of Deeds from time to time, each as amended, modified, supplemented, restated or superseded from time to time.

p. "Property" shall mean and refer to those certain lands, including but not limited to, the Lots, streets or road rights-of-way and Common Areas, subjected to this Declaration, which is described in **Exhibit "A,"** together with such additional lands as may be subjected to this Declaration as provided herein.

q. "Rules and Regulations" shall mean and refer to the rules, policies, guidelines and procedures adopted and modified by the Declarant or the Board of Directors, from time to time, governing the use of the Property and the facilities thereon, and the conduct of Owners, Occupants, and guests on the Property.

24. Miscellaneous.

a. Failure to enforce any provision or provisions of this instrument for any period of time

by the Developer or any Owner shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

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

c. Amendment. This Declaration may be amended, restated, changed, altered, added to, derogated or deleted, at any time, and from time to time, as hereinafter described:

(i) By Declarant: During the Class B Control Period, Declarant, or its expressly designated assignee, may amend, restate, change, alter, add to, derogate, or delete any provision of this Declaration, without the approval of the Association or Class A Members, by the execution and recordation of any instrument executed by the Declarant or its expressly designated assignee. Declarant, or its expressly designated assigns, shall only exercise this right to amend in good faith.

(ii) By Association: Upon the termination of the Class B Control Period, the Association may amend, restate, change, alter, add to, derogate or delete any provision of this Declaration with the approval of two-thirds (2/3) of the total votes of the Membership. Nothing herein shall be construed to prohibit action under this Section by written or electronic ballot.

(iii) In addition, any provision of this Declaration which contradicts the requirements of the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") or the Federal National Mortgage Corporation ("FNMC") or any other insurer or purchaser of mortgage secured by the Lots, as the same may be amended from time to time, shall be automatically deemed amended and modified so as to comply with such requirements if one or more Owners obtains FHA, VA, or FNMC financing and the Declarant or the Association consents in writing. Without limiting the foregoing, if required to effect any amendments made pursuant to the previous sentence, the Declarant or the Board of Directors of the Association shall, at any time and from time to time, as they see fit, have the right to cause this Declaration to be amended.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the 12th day of May, 2022.

UPSTATE CAROLINA LAND COMPANY, LLC

(Witness#1)

By: _____ (SEAL)

Its: MEMBER

(Witness #2)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF SPARTANBURG)

I, a Notary Public for the State of South Carolina, do hereby certify that the Developer herein, by JAMES R. SMITH, its MEMBER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me
this 12th day of May, 2022

_____ (SEAL)
Notary Public for South Carolina
My Commission expires: 2-22-29

LORETTA L. MAYNOR
Notary Public, State of South Carolina
My Commission Expires 2/22/2029

Exhibit "A"

All those certain pieces, parcels or lots of land located in Spartanburg County, South Carolina, and shown on a plat entitled "North Park" prepared by Huskey & Huskey, Inc., dated March 31, 2021, revised April 21, 2021 and recorded in Plat Book 179 at Page 395, in the Register of Deeds for Spartanburg County, South Carolina.

EXIBITB

BYLAWS OF

North Park Homeowners Association,

a South Carolina Nonprofit Mutual Benefit Corporation

ARTICLE I
NAME, PRINCIPAL OFFICE, DEFINITIONS AND DECLARATION

1.1. Name. The legal name of the corporation is North Park Ho meow ne rs Association (the "**Association**"). No person, committee or group of Members, other than those elected by the membership, or appointed by the Board of Directors, shall use in their name the legal name "North Park Homeowners Association" or any variant thereof, or any other names, words or phrases that would tend to give the general public or the membership the impression that the person, committee, or group of Members is speaking for or on behalf of the Association.

1.2. Principal Office. The Association shall designate and maintain a principal office in accordance with the requirements of the South Carolina Nonprofit Corporation Act of 1994 (S.C. Ann. §§ 33-31-101, *et seq.*) (the "**Act**"), but meetings of Members and Directors may be held at such places as may be designated by the Board of Directors from time to time or as otherwise provided in these Bylaws.

1.3. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTH PARK, (As amended, modified, and/or supplemented, the "**Declaration**"), unless the context indicates otherwise.

1.4. Declaration. The Declaration is hereby incorporated herein by this reference and made part hereof.

ARTICLE II
PURPOSES AND POWERS

2.1 Purposes. The Association shall have the purpose of engaging in any lawful activity; however, without limiting the generality of the foregoing, some of the primary functions

of the Association include: (1) to perform those rights, powers, obligations, and functions of the Association set forth in the Declaration; and (2) to generally promote the health, safety, and welfare of the Owners and residents of the Community.

2.2 Powers. The Association shall have the power to do all things necessary or convenient, not inconsistent with law, to carry out its affairs and to further the activities and affairs of the Association, including, without limitation:

(a) All powers, rights, and privileges which a corporation incorporated under the Act may now or hereafter have or exercise; and

(b) All powers, rights, and privileges provided to the Association in the Declaration, the Articles of Incorporation, or these Bylaws.

ARTICLE III
MEMBERSHIP

Membership in the Association shall be as set forth in Declaration, and the provisions of the Declaration pertaining to membership are specifically incorporated herein by this reference. The Association shall have two classes of membership, Class A and Class B, as more fully set forth in the Declaration.

ARTICLE IV
MEETINGS OF MEMBERS; VOTING; NOTICE OF MEETINGS OF MEMBERS

4.1 Annual Meeting.

(a) Timing & Initial Annual Meeting. A meeting of Members shall be held annually, and the annual meeting of the Members shall be held at a time, date, and place established by the Board of Directors, but no annual meeting of the Members shall be scheduled on a legal holiday. The first annual meeting of Members shall be held within one (1) year following the date of incorporation.

(b) Purpose and Agenda for Annual Meeting. At each annual meeting, the President and Treasurer shall report on the activities and financial condition. Additionally, subject to any other provisions of these Bylaws, the Articles of Incorporation, the Declaration, or the Act requiring prior notice before certain matters may be brought before the Members at the annual meeting (including, without limitation, S.C. Code Sections 33-31-705(b) and 33-31-705(c)(2)), the Members may consider and act on any matters or business that may properly come before the annual meeting.

(c) Notice of Annual Meeting. Notice of the annual meeting shall be given in accordance with Section 43 hereof.

(d) Failure to Hold Annual Meetings. The failure to hold an annual meeting at a time stated in or fixed in accordance with these Bylaws does not affect the validity of a corporate action.

4.2 Special Meetings

(a) Called by Board. Special meetings of the Association's Members may be called by the Board of Directors and shall be held at a time, date, and place established by the Board of Directors. In the event that the number of Directors falls below three (3) for any reason, special meetings of the Members may be called by any officer or Director of the Association during any such period and shall be held at a time, date, and place established by the person(s) calling the special meeting.

(b) Called by Members. Additionally, the Association shall hold a special meeting of the Members if the holders of at least five percent (5%) of the total eligible votes of the Association sign, date, and deliver to any officer of the Association a written demand for a special meeting describing the purpose or purposes for which it is to be held, or as otherwise proscribed by the Act. If a proper demand is made, the Board of Directors shall have the right to set the time, date, and place of the special meeting, and the Association shall cause notice of the special meeting to be given within thirty (30) days of the date that the written demand was delivered to an officer of the Association. If the Board of Directors does not cause notice of the special meeting to be given within thirty (30) days after the demand is delivered to an officer of the Association, a person signing the demand may thereafter set the time, date, and place of the meeting and give notice thereof in accordance with Section 4.3 hereof.

(c) Notice of Special Meetings. Notice of special meetings of Members shall be given in accordance with Section 4.3 hereof. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.

4.3 Notice of Meetings of Members; Waiver of Notice.

(a) Notice of Meetings of Members – In General. Written notice specifying the time, date, and place of a meeting of Members and, if required by the Act, the Articles of Incorporation, the Declaration, or these Bylaws, specifying the purpose or purposes for which such meeting was called, shall be given to all Members of record by depositing the same in the United States Mail, with first class postage affixed/prepaid, at least fifteen (15) days, but not more than sixty (60) days before the meeting date, addressed to the Member's address last appearing on the books of the Association.

(b) Address for Notice. The address of notice shall be the address appearing on the county tax assessors records.

(c) Effective Date of Written Notice. Written notice, if in a comprehensible form, is effective at the earliest of the following:

i. when received (an email shall be deemed to be received/delivered on the date that it is sent, if correctly addressed and if the sender does not receive an automated response indicating that the email was undeliverable).
ii. five days after its deposit in the United States mail, if mailed correctly addressed and with first class postage affixed;
iii. on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee;
iv. fifteen days after its deposit in the United States mail, if mailed correctly addressed and with other than first class, registered, or certified postage affixed.

(d) Annual Meeting of Members. Unless the Act[1], these Bylaws, the Declaration, or the Articles of Incorporation require otherwise, notice of the annual meeting of Members need not include a description of the purpose for which the meeting is called.

(e) Special Meeting of Members. The notice of a special meeting of Members must state the purpose or purposes of the meeting. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Members.

(f) Waiver of Notice. A Member may waive notice of a meeting before or after such meeting. The waiver must be in writing, be signed by the Member, and be delivered to the Association for inclusion in the minutes of the meeting. Further, a Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. Additionally, a Member's attendance at a meeting waives objection to consideration of a particular matter at the meeting on the basis of improper notice of that particular matter (i.e., that such matter was required to be described in or identified as a purpose of the meeting in the meeting notice, but such matter is not within the purpose(s) described in the meeting notice), unless the Member objects to considering the matter when it is presented.

4.4 Record Date for Meetings. Members at the close of business on the business day preceding the day on which the meeting notice is first *transmitted* to any Member are entitled to notice of the meeting. For purposes of this Section, notice shall be deemed to be "*transmitted*"

[1] The Act does require the notice of an annual meeting to include a description of certain types of matters that must be approved by the Members (including, without limitation, those matters identified in S.C. Code Section 33-31-705(c)(2)) and to identify certain types of actions to be taken at the annual meeting as a purpose of the annual meeting. Therefore, the Act should be consulted accordingly to ensure that proper notice is given.

on the date when the notice is deposited in the United States Mail in accordance with Section 4.3 (a). Members on the date of the meeting who are otherwise eligible to vote shall be entitled to vote at the meeting.

4.5 Adjournment of Meeting of Members; Notice of Adjourned Meetings. Any meeting of Members, whether or not a quorum is present, may be adjourned to a different date, time, and/or place. In the event that a quorum is not present, the meeting of Members may be adjourned to a different date, time and/or place by the Board of Directors. If a quorum is present, action to adjourn to a different, date, time, and/or place shall be approved in accordance with Section 4.8. Notice need not be given of the new date, time and/or place, if the new date, time, and/or place is announced at the meeting before adjournment, provided that the meeting is adjourned to a date not more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting; such oral notification shall be considered proper notice and effective as of the date the oral notification is delivered . Members on the date of the adjourned meeting who are otherwise eligible to vote shall be entitled to vote at the adjourned meeting. If the meeting is adjourned to a date more than one hundred twenty (120) days after the record date for determining Members entitled to notice of the original meeting, notice of the adjourned meeting must be given in accordance with Section 4.3 and the record date for such notice shall be established in accordance with Section 4.4.

4.6 Members' List for Voting. After fixing a record date for notice of a meeting, the Board of Directors shall prepare an alphabetical list of the names of all Members who are entitled to notice of the meeting and shall list the Members by classification of membership. The list must show the address and number of votes each Member is entitled to vote at the meeting. The Board of Directors shall maintain a current and updated list of members who are entitled to vote at an upcoming meeting, including new Members that may not have been entitled to notice at the time it was transmitted. The list of Members must be made available for inspection in accordance with the Act.

4.7 Quorum for Membership Meetings. Unless otherwise provided by these Bylaws, the Articles of Incorporation, the Declaration, or the Act, the presence at a meeting, whether in person or by proxy, of Members entitled to cast ten percent (10%) of the total eligible votes in the Association shall constitute a quorum for the transaction of business. For each matter voted on, a quorum must exist at the time the matter is voted on.

4.8 Voting Requirements. Unless these Bylaws, the Articles of Incorporation, the Declaration, or the Act require a greater vote, if a quorum is present, the affirmative vote of the majority of eligible votes cast is required to approve an action. Members entitled to vote on a matter shall have as many votes as specified in the Declaration.

With respect to Class A Members, if a Lot is owned by more than one record owner, the vote for such Lot shall be cast as such record owners determine among themselves, and the following shall apply:

(a) If only one record owner votes, the vote binds all.
(b) If more than one record owner votes:

i. If the votes cast are the same in all respects, then they collectively constitute the one (1) vote for the Lot on that matter.

ii. If the votes cast differ in any respect, the vote for the Lot on the matter shall be deemed to be void and shall be treated as an abstention on the matter.

No vote attributable to a Lot may be split or fractionally cast.

4.9 Proxies. At all meetings of Members, Members may vote in person or by proxy. All appointments of proxies shall be by written appointment form, signed either personally or by an attorney-in-fact. An appointment of a proxy is effective when received by the Secretary (or other officer or agent authorized to tabulate votes). An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form. However, no proxy shall be valid for more than three (3) years from the date of execution. An appointment of a proxy is revocable by the Member as follows: (i) attendance of the meeting by the Member appointing the proxy; or (ii) the signing of, and delivery to the Secretary (or other officer or agent authorized to tabulate votes), a written statement that the appointment is revoked. The death or incapacity of the Member appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary (or other officer or agent authorized to tabulate votes) before the proxy exercises its authority under the appointment form.

4.10 Action by Written or Electronic Ballot. Unless limited or prohibited by the Declaration, these Bylaws, the Articles of Incorporation, or the Act, any action that may be taken at any annual, regular, or special meeting of Members may be taken without a meeting if the Association delivers a written or electronic ballot to every Member entitled to vote on the matter. A written or electronic ballot shall: (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action. Approval by written or electronic ballot pursuant to this Section is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written or electronic ballot shall: (a) indicate the number of responses needed to meet the quorum requirements; (b) state the percentage of approvals necessary to approve each matter other than election of directors; and (c) specify the time by which a ballot must be received by the Association in order to be counted. A written or electronic ballot may not be revoked.

4.11 Conduct of Meetings. Robert's Rules of Order (latest edition) or such other rules as the Board of Directors may adopt shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or with the laws of the State of South Carolina.

ARTICLEV
BOARD OF DIRECTORS

5.1 Number and Qualifications. The Board of Directors shall have the ultimate authority over the conduct and management of the business and affairs of the Association. The Board of Directors shall be composed of three (3) Directors, each of whom shall be an Owner and Member in good standing of the Association (good standing determined at the discretion of the Board), in order to seek election to, or continue to hold a position on, the Board of Directors.

5.2 Nominations & Nomination Committee. Nominations may be made by the membership uponcall for nominations by the Board and/or from thefloor of a physical meeting at which an election is held (nominations from the 'floor' at a virtual annual meeting is not permitted). If an election is being held by written or electronic ballot in lieu of a meeting, the Board must cause anotice for call for nominations to be sent out the Membership at least two (2) weeks prior the transmission of a written or electronic ballot for voting. Such notice of the call for nominations may be sent via mail or email to the Membership. The Board may appoint a Nominating Committee to nominate candidates for election to each position on the Board of Directors which is to be filled by the Members. If the Board does not appoint a Nominating Committee, for any reason, the Board shall serve as the Nominating Committee. If appointed, the Nominating Committee shall consist of a Chairman, who shall be aDirector, and at least two (2) Members of the Association. The Board and/or Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine.

5.3 Electionand Term of Office.

(a) Election Generally. The initial Board of Directors shall be appointed by the Declarant and shall serve until the expiration of the Class B Control Period (as defined in the Declaration). Following the expiration of the Class B Control Period, at the next annual meeting thereafter, or by written or electronic ballot, the Members shall elect three (3) directors to serve as follows: (i) the candidate receiving the highest number of votes shall serve a term of three (3) years, (ii) the candidate receiving the second highest number of votes shall serve a term of two (2) years, and (iii) the candidate receiving the third highest number of votes shallserve a term of one (1) year. In the event of ties, the three directors receiving the highest number of votes shall determine amongst themselves which director will serve what term. the second At the first annual meeting following the expiration of the Class B Control Period. Thereafter, Directors elected shall serve a term of one (1) year or until their successors are elected. Members will elect Directors annually to fill an expiring seat at the scheduled annual meeting or by written or electronic ballot in accordance with Article V, Section 4.10 to be effective upon the expiration of the incumbent Director's term. One (1) vote per Lot may be cast with respect to each vacant seat to be filled on the Board. There shall be no cumulative voting.

(b) Election by Acclamation. If the number of vacancies on the Board is equal to the number of qualified candidates, the President may declare that the nominees are elected by unanimous consent.

5.4 Removal or Resignation. Any Director appointed by the Declarant may be removed at any time by the Declarant. Any Director elected by the Members may be removed

from the Board of Directors, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the total eligible votes in the Association at a meeting of the Members called for the purpose of removing the Director, provided that the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of the Director. The action to remove a Director must be voted on at a meeting of the Members, it cannot be accomplished by written or electronic ballot in lieu of meeting.

Any Director who is not in good standing with the Association, or who misses three (3) consecutive Board meetings (unless such absence shall have been excused by the President of the Association or other person(s) authorized to do so), may be immediately removed from the Board of Directors by the remaining Directors and replaced in accordance with these Bylaws.

A Director may resign at any time by delivering written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at a time later specified therein.

5.5 Vacancies. Vacancies in the Board of Directors (caused by any reason other than the removal of a Director by a vote of the Members) shall be filled by a vote of a majority of the remaining Directors, even though the Directors present at such regular or special meeting of the Board may constitute less than a quorum. Persons appointed to fill a vacant seat shall serve the remainder of the term of the Director being replaced or until a successor is elected. A vacancy on the Board of Directors shall not affect the validity of any decision made or action taken by the remaining Directors, so long as quorum is met and the action is approved in accordance with Sections 5.8 and 5.9 herein.

5.6 Meetings of Directors.

a) Organizational Meeting. The first meeting of the Board following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as the Board shall fix.

b) Regular meetings. Regular meetings of the Board of Directors shall be held quarterly, or more frequently, and at dates, times and places determined by a majority of the Board of Directors. Without the approval of all of the Directors, no meeting shall fall upon a legal holiday. No notice shall be required for regular meetings of the Board of Directors.

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

d) Executive session. The Board may hold executive sessions from which others are excluded at a regular or special meeting, by affirmative vote of a majority of the Directors present at a meeting. A motion to go into executive session shall indicate the nature of the business of the executive session, and no other matter shall be considered in the executive session.

5.7 Participation by Telecommunications. Any Director may participate in, and be regarded as present at, any meeting of the Board of Directors by means of conference telephone or any other telephonic or video conference means of communication by which all parties participating in the meeting can hear each other at the same time.

5.8 Quorum. A majority of the Directors in office immediately before the meeting shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

5.9 Action. Every act or decision authorized by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors. Directors shall not vote by proxy.

5.10 Action without Meetings. To the fullest extent permitted by the Act, the Board of Directors may take action without a meeting by written consent as to such matters and in accordance with such requirements and procedures authorized by the Act. Unless otherwise permitted in the Act, such written consent must be signed by all Directors and be included in the minutes filed with the corporate records reflecting the action taken.

5.11 Compensation. Directors shall not receive compensation for service on the Board of Directors.

5.12 Obligation of Confidentiality. Each Director shall have a continuing obligation to keep confidential any private or privileged information made available to the Director pursuant to his or her role on the Board.

5.13 Powers and Duties of Board.

(a) General Authority. The Board shall be responsible for conducting the affairs of the Association and shall be authorized to exercise all rights and powers of the Association and to do all acts and things on behalf of the Association except those as to which the Declaration, the Act or the Articles of Incorporation specifically require to be done or approved by the Members generally. The Board shall have all powers necessary for the administration of the Association, including but not limited to, the power to:

i. Appoint committees, including an Architectural Review Committee, by resolution and to delegate the powers and duties appurtenant thereto;
ii. Adopt, amend and publish Rules and Regulations governing the use of the Property, including Common Areas, roads, rights-of-way, and Lots; and governing the conduct of the Owners, Occupants, Renters, guests and invitees thereon. Such Rules and Regulations shall include the establishment of penalties for violations of the Governing Documents, including monetary fines as Specific Assessments and Costs of Collection thereof, which shall form a lien on the Lot of the responsible Owner(s).
iii. Adopt, amend and publish Architectural Guidelines or delegate the adoption of guidelines to an Architectural Review Board; provided that any such guidelines

shall have been approved by the Board;

iv. Suspend the voting rights, the right to use all or any portion of the Common Area (with the exception of any streets or access ways), and/or any services provided by the Association, including without limitation architectural review services, during any period in which an Owner shall be in default in the payment of any assessment levied by the Association or for any other violation of the Governing Documents; and

v. Employ a manager or other contractor, agent or employee of the Association and prescribe their duties.

b) Duties. The Board shall be responsible for allduties prescribed by the Declaration, the Act, or other South Carolina or Federal law, including but not limited to the duty to:

i. Prepare and adopt, in accordance with the Declaration, an annual budget;

ii. Provide for the operation, care, upkeep, and maintenance of the Common Areas;

iii. Enforce the provisions of the Declarations, Bylaws, Rules and Regulations and Architectural Guidelines, if any, subject to the discretion of the Board pursuant to Section 5.14 below; and

iv. Obtain and carry property and liability insurance, and pay the cost thereof, and to adjust claims, as necessary or appropriate.

5.14 Discretion of the Board. The Board of Directors may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commence an action for violation of the Governing Documents, including whether to compromise any claim for unpaid Assessments or other claims made by or against it. The Board's decision not to pursue enforcement shall not prevent the Board from taking enforcement in the future or under other circumstances, but the Board shall not be arbitrary or capricious in taking enforcement action.

ARTICLE VI
OFFICERS

6.1 Designation. The principal Officers shall be the President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time by resolution create. Any two or more offices may be held by the same person, except the offices of President and Secretary. The President, Vice President, and Secretary must be Members and Directors of the then-current Board of Directors; the Treasurer need not be a Member or a Director of the then-current Board of Directors.

6.2 Appointment and Term. The Board shall appoint Officers at the first Board meeting following each annual meeting of the Members, to serve until their successors are appointed.

6.3 Removal or Resignation of Officers. Any Officer may be removed from office, with or without cause, by a majority vote of the Board of Directors. Any Officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such

resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.4 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors.

6.5 Powers and Duties of Officers. The Association's Officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically impose upon them. The President shall be the Chief Executive Officer of the Association. The Secretary shall have the duty to ensure that meeting minutes are taken, that membership lists are maintained, and that proper notices are sent; the Secretary may delegate all or part of these duties to a management agent. The Treasurer shall have primary responsibility for preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a management agency.

6.6 Special Appointments. The Board of Directors may appoint such other Officers, agents, or entities to perform duties on behalf of the Association. The Board of Directors shall determine, in its sole discretion, the qualifications, authorities, and duties of such appointees and shall have the authority to remove them in its sole and absolute discretion.

6.7 Compensation of Officers. No Officer shall receive any compensation from the Association for his or her service as an officer.

ARTICLE VII
ADMINISTRATION

7.1 Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by the President or by such other person or persons as the Board may designate by resolution.

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

7.3 Management Agent. The Board may employ for the Association a professional management agency or agent at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making or decision-making authority or ultimate responsibility for those duties.

ARTICLE VIII
ACCOUNTING AND FINANCIAL MATTERS

8.1 Fiscal Year. The fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

8.2 Deposits. All funds of the Association shall be treated as the separate property of the Association and shall be deposited in a bank or other federally insured depository institution as shall be designated from time to time by the Board of Directors. Withdrawal of funds shall only be by checks signed by such persons as are authorized by the Board of Directors.

8.3 Reserve. In the event the Board of Directors uses funds collected and held in the Association's reserve account(s), the Board of Directors shall make reasonable attempts to replenish the reserve account(s) in a reasonable amount by reasonable means authorized by the Declaration, or by allocation of funds in the operating count as reasonable and appropriate.

8.4 Borrowing Funds. The Association shall have the power to borrow money for any legal purpose; provided that Members representing at least fifty-one percent (51%) of the total eligible votes of the Association shall have approved such action.

ARTICLE IX
COMMITTEES

The Board of Directors may from time to time by resolution, designate and delegate authority to one or more committees, including, without limitation, an Architectural Review Board and a Nominating Committee. Any such committee shall serve at the pleasure of the Board and shall be chaired by a Director.

ARTICLEX
BOOKS AND RECORDS

10.1 Corporate Records. When consistent with good business practices, any records of the Association required by the Act may be maintained in any format so long as the records can be reproduced in written form in a reasonable time.

10.2 Inspection Rights. The Members shall have only such rights to inspect records of the Association to the extent prescribed by the Act and according to the procedures and limitations thereof. The Association may charge reasonable fees for the time and cost incurred in providing the records for inspection or copies of the books and records. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association.

ARTICLE XI
INDEMNIFICATION

11.1 Scope. The Association shall indemnify, defend and hold harmless the Association's Directors and Officers to the fullest extent permitted by, and in accordance with the Act. This plan of indemnification shall constitute a binding agreement of the Association for the benefit of the Directors and Officers as consideration for their services to the Association. Such right of indemnification shall not be exclusive of any other right which such Directors, Officers, or representatives may have or hereafter acquire and, without limiting the generality of suchstatement, they shall be entitled to their respective rights of indemnification under any Bylaw, agreement, vote of Members, insurance, provision of law, or otherwise, as well as their rights under this Article. The Association shall pay for or reimburse the reasonable expenses incurred by the Director or Officer who is a party to a proceeding in advance of a final dispositionof theproceeding if the Director or Officer complies with theterms of the Act.

11.2 Insurance. The Board of Directors may cause the Association to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Association would have the power to indemnify such person.

ARTICLEXII
ENFORCEMENT PROCEDURES

The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Governing Documents, including but not limited to, the right to file suit, based on law or equity, to enforce the terms of the Governing Documents, and/or the right to assess monetary penalties in the form of specific assessments in accordance with the Declaration for violation of the Governing Documents. Such remedies, including any other remedies authorized by the Declaration, are not mutually exclusive.

ARTICLE XIII
MISCELLANEOUS

13.1 Amendments.

a) By the Members. These Bylaws may be amended by the affirmative vote of fifty-one percent (51%) of the total eligible votes in the Association at a duly called annual or special meeting of the Membership; or in lieu of a meeting, by a written or electronic ballot.

b) By the Board of Directors. In addition to the foregoing, the Board of Directors shall, at any time and from time to time, have the right (but not the obligation) to cause the

Bylaws to be amended to correct any clerical or scrivener's errors or to conform to the requirements of the Federal Housing Administration or the Veterans Administration or the Federal National Mortgage Corporation, FHLMC and such other secondary market agencies as the same may be amended from time to time.

13.2 Conflicts.

a) With Articles or Declaration. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

b) With the Act. In case of any conflict with the mandatory provisions of the Act, the mandatory provisions of the Act shall control.

Interpretation. The Board shall interpret the terms of these Bylaws and its interpretation shall be final.

IN WITNESS WEREOF, the undersigned have set their hands and seals this the 9th day of May 2022.

(Remainder of this page intentionally left blank)

(Witness #1) Its: MEMBER

(Witness #2)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF SPARTANBURG)

I, a Notary Public for the State of South Carolina, do hereby certify that the Developer herein, by JAMES R SMITH, its MEMBER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me
this 9th day of May, 2022

(SEAL)
Notary Public for South Carolina
My Commission expires: 2-22-29

LORETTA L. MAYNOR
Notary Public, State of South Carolina
My Commission Expires 2/22/2029

DEE-2022031477
Recorded 5 on 06/15/2022 09:06:42 AM
Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
DOROTHY EARLE REGISTER OF DEEDS
BK:DEE 137-R PG:73-77

STATE OF SOUTH CAROLINA	)	STORMWATERDRAINAGE
	)	EASEMENT AGREEMENT
COUNTY OF SPARTANBURG	)	(TITLE NOT EXAMINED)

THIS STORMWATER DRAINAGE EASEMENT AGREEMENT is entered into the 24th day of May, 2022, by and between ECS DEVELOPMENT, LLC (hereinafter referred to as "Grantor"), and UPSTATE CAROLINA LAND COMPANY, LLC (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantee is the owner of Lots 1 - 29, inclusive, as shown on a plat prepared for North Park Subdivision ("North Park Subdivision") by Huskey & Huskey, Inc. dated March 31, 2021 and recorded in Plat Book 181 at page 446, Register of Deeds for Spartanburg County, South Carolina (the "North Park Plat"); and

WHEREAS, Grantor is the owner of Lot 37, containing 0.44 acres, more or less, as shown on a plat prepared for Hawk Ridge Subdivision by Huskey & Huskey, Inc. dated August 5, 2021 and recorded in Plat Book 181 at page 23, Register of Deeds for Spartanburg County, South Carolina, and identified by Spartanburg County Tax Map No. 2-40-00-017.37 (the "ECS Parcel"); and

WHEREAS, for purposes of the stormwater drainage plan for North Park Subdivision, it is necessary to drain stormwater from Lots 1 and 2 of North Park Subdivision across a portion of the ECS Parcel as shown on the North Park Plat; and

WHEREAS, the Grantor agrees to grant this stormwater drainage easement for the purpose of allowing the Grantee, its successors and assigns, to drain stormwater across a portion of the ECS Parcel, subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, the foregoing recitals, and the sum of Ten and No/100 ($10.00) Dollars in hand paid to Grantor, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant, establish, create and declare for the benefit and use of Grantee, its successors and assigns, a non-exclusive, perpetual easement, for storm and surface water drainage over, across, upon and through that portion of the ECS Parcel identified on the North Park Plat as "10 ft surface water drainage esmt" (hereinafter, the "Easement Area"), as the same may be used from time to time for the normal and reasonable discharge and drainage of storm and surface water from Lots 1 and 2 of the North Park Subdivision.

2. Alterations to Drainage System or Discontinued Use. In the event Grantee, its successors or assigns, wishes to make changes to the current drainage plan that would affect the volume or location of drainage flowing across the Easement Area, such changes must be approved in advance by Grantor or Grantor's successors or assigns. In the event Grantee, its successors or assigns, should discontinue the use of the Easement Area for stormwater drainage for a period of one year or more at any point in the future, then the easement granted hereby shall be deemed abandoned, and Grantee, its successors and assigns, shall have no further rights hereunder.

3. Costs. All costs and expenses of the use, repair and maintenance of the drainage easement located in the Easement Area shall be paid by Grantee, its successors and assigns.

4. Reservation of Rights. Grantor hereby reserves the right to use and occupy the Easement Area and the balance of the ECS Parcel for anypurposes consistent with the rights and privileges granted to Grantee herein.

5. Effect of Agreement. This Agreement shall be binding upon the parties hereto, and their respective heirs, successors and assigns. The easement set forth herein shall run with the land, and Grantee shall have the right to assign the rights acquired in this Agreement to any subsequent purchaser, owner or grantee of the benefitted property.

[The remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties have entered into this agreement as of the date and year set forth above.

WITNESSES:

(Witness #1)

(Witness #2)

ECS DEVELOPMENT, LLC

_____(SEAL)

By: Paul Aho

Its: President

STATEOFSOUTHCAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that the Grantor, by and through its duly authorized agent, herein personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me
this 18th day of May, 2022

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: 2.22.29

LORETTA L. MAYNOR
Notary Public, State of South Carolina
My Commission Expires 2/22/2029

WITNESSES:

(Witness #1)

(Witness #2)

UPSTATE CAROLINA LAND COMPANY, LLC

(SEAL)

By:

Its: Mem Mgr

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF SPARTANBURG)

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that the Grantee, by and through its duly authorized agent, herein personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me
this 18th day of May, 2022

(SEAL)
Notary Public for South Carolina
My Commission Expires: 2-22-29

LORETTA L. HAYNIE NOTARY PUBLIC SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
COUNTY OF Spartanburg) Affidavit

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at NorthParkSubd ivisionlots 1& 2, bearing Spartanburg County Tax Map Number 2-40-00-017.37, was transferred by ECSS Development, LLC to Upstate Carolina Land Company, LLC on 05/18/2022.

3. Check one of the following: The deed is
   (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   (c) ✔ exempt from the deed recording fee because (see information section of affidavit): #1 (If exempt, please skip items 4 – 7 and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see information section of this affidavit):
   (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
   (b) _____ The fee is computed on the fair market value of the realty which is _____.
   (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "yes" the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:
   (a) Place the amount listed in item 4 above here: _____
   (b) Place the amount listed in item 5 above here: _____
   (If no amount is listed, place zero here)
   (c) Subtract line 6(b) from line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: _____.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

JAMES DOSTER
Print or Type Name Here

SWORN to before me this 14th day of June 2022

Notary Public for Georgia
My Commission Expires: April 12th 2026

HOLTEN JAMES BRADSHAW
NOTARY PUBLIC
Exp. April 12, 2026
OGLETHORPE COUNTY, GA

DEE-2022031478
Recorded 5 on 06/15/2022 09:06:43 AM
Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
DOROTHY EARLE REGISTER OF DEEDS
BK:DEE 137-R PG:78-82

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

EASEMENT AGREEMENT
(LOTS 5 & 6, NORTH PARK SUBDIVISION)

THIS EASEMENT AGREEMENT is entered into as ofthe 10th day of May, 2022, by and among Upstate Carolina Land Company, LLC, Liberty Communities, LLC and the North Park Private Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Lots 5 and 6 of the North Park Subdivision, as shown on a plat of survey prepared for North Park by Huskey & Huskey, Inc. dated March 31, 2022 and recorded in Plat Book 181 at page 446, Register of Deeds for Spartanburg County, SC (the "North Park Plat") are now owned by Upstate Carolina Land Company, LLC and are under a contract of sale to Liberty Communities, LLC, and

WHEREAS, the North Park Subdivision has a Homeowners Association which is incorporated in the state of South Carolina and which is known as the North Park Private Homeowners Association, Inc., a South Carolina nonprofit mutual benefit corporation (sometimes hereinafter, the "Association"), and

WHEREAS, at some future time, said Lots 5 and 6 will be conveyed by Upstate Carolina Land Company, LLC to Liberty Communities, LLC, which will construct a single-family homes thereon, and

WHEREAS, it is the desire of Upstate Carolina Land Company, LLC, Liberty Communities, LLC and the North Park Private Homeowners Association, Inc. to confirm that the area marked "Pond Access Easement (Joint Access)" on Lots 5 and 6 on the North Park Plat provides a perpetual, non-exclusive easement for ingress and egress to access the private detention pond located behind Lot 7 and 8 and (beside Lot 6 and 9), for the benefit of the North Park Private Homeowners Association, Inc., which will use said easement from time to time for accessing and maintaining the detention pond, and

WHEREAS, the North Park Private Homeowners Association, Inc. will be obligated to repair any damage to the paved or concrete driveway located on Lots 5 and 6 caused by its use of the easement,

NOW, THEREFORE, in consideration of the foregoing recitals and for one dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The area marked "Pond Access Easement (Joint Access)" on Lots 5 and 6 on the North Park Plat shall provide a perpetual, non-exclusive easement (the "Easement") for ingress and egress to access the private detention pond located behind Lot 7 and 8 and (beside Lot 6 and 9), for the benefit of the North Park Private Homeowners Association, Inc., which will use said Easement from time to time for accessing and maintaining the detention pond. The Easement shall not be used by the Association for any other purpose. The Owners of Lots 5 and 6 shall retain all rights to the Easement not specifically granted

to the Association in this Agreement. Further, the Easement shall provide a shared driveway for the Owners of Lots 5 and 6.

2. Owners of Lots 5 and 6 on the North Park Plat shall not park vehicles on, fence in or otherwise obstruct the Easement in such a manner that impedes the ability of the Association to access and maintain the detention pond; nor shall the Association impede the Owners' use of the Easement. The Association shall be responsible for repairing any damage its agents may cause to the driveway located on Lots 5 or 6 in the course of accessing the detention pond. All other costs of maintaining the Easement shall be shared equally by the Owners of Lots 5 and 6.
3. This Agreement shall be deemed to amend the Declaration of Protective, Covenants, Conditions, Restrictions and Easements of North Park Subdivision, **to be recorded herewith in the Register of Deeds for Spartanburg County, SC.**

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the 10th day of MAY, 2022.

UPSTATE CAROLINA LAND COMPANY, LLC

(Witness #1)

(Witness #2)

By: _____ (SEAL)
Its: MEMBER

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF SPARTANBURG)

I, a Notary Public for the State of South Carolina, do hereby certify that the Upstate Carolina Land Company, LLC, by JAMES R SMITH its MEMBER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me
this 10th day of May, 2022

_____ (SEAL)
Notary Public for South Carolina
My Commission expires: 2-22-29

LORETTA L. MAYNOR
Notary Public, State of South Carolina
My Commission Expires 2/22/2029

LIBERTY COMMUNITIES, LLC

By: _____ (SEAL)
Its: VP R. Jordan Hammond 5.11.22

(Witness #1)

(Witness #2)

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF SPARTANBURG)

I, a Notary Public for the State of South Carolina, do hereby certify that Liberty Communities, LLC, by R. Jordan Hammond its Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me
this 11 day of May, 2022

_____ (SEAL)
Notary Public for South Carolina
My Commission expires: April 7, 2032

NORTH PARK PRIVATE HOMEOWNERS ASSOCIATION, INC.

By: _____ (SEAL)
Its: _____

(Witness #1)

(Witness #2)

CORPORATE SEAL

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF SPARTANBURG)

I, a Notary Public for the State of South Carolina, do hereby certify that the North Park Private Homeowners Association, Inc., by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me
this _____ day of May, 2022

_____ (SEAL)
Notary Public for South Carolina
My Commission expires: 2-22-29

LORETTA L. MAYNOR
Notary Public, State of South Carolina
My Commission Expires 2/22/2029

STATE OF SOUTH CAROLINA)
COUNTY OF Spartanburg) Affidavit

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at North Park Subdivision lots 5 &6, bearing Spartanburg County Tax Map Number 2-40-00-018.06 & .07, was transferred by Upstate Carolina Land Company, LLC and Liberty Communities, LLC to North Park Private Homeowners Association, Inc. on 05/10/2022.

3. Check one of the following: The deed is
   (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   (c) ✔ exempt from the deed recording fee because (see information section of affidavit): #1 (If exempt, please skip items 4 – 7 and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (see information section of this affidavit):
   (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
   (b) _____ The fee is computed on the fair market value of the realty which is_____.
   (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "yes" the amount of the outstanding balance of this lien or encumbrance is:_____.

6. The deed recording fee is computed as follows:
   (a) Place the amount listed in item 4 above here: _____
   (b) Place the amount listed in item 5 above here: _____
   (If no amount is listed, place zero here)
   (c) Subtract line 6(b) from line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: _____.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

JAMES DOSTER
Print or Type Name Here

SWORN to before me this 14 day of June, 2022

Notary Public for Oglethorpe County, GA
My Commission Expires: April 12th 2026

HOLTEN JAMES BRADSHAW
NOTARY PUBLIC
EXP. April 12, 2026
OGLETHORPE COUNTY, GA