



WHEREAS, Declarant plans to subdivide and develop the Property (and, in Declarant's sole option, additional phases thereto) into a residential planned unit development known as and herein called, as it may exist from time to time, "Arbours West" consisting of residential lots (the "Lots"), and construct or have constructed thereon single family residences to sell to individual third party purchasers (herein called "Owners") for residential housing, and develop or have developed or dedicated public streets and roads ("streets and roads"), and other portions for the common use, benefit, and recreation of the Owners (such other portions together with improvements thereto (if any) being hereinafter referred to as "Common Areas"); and

WHEREAS, all of the Lots will be used for single family attached or detached residences, and, shall be numbered and shown on one or more subsequently recorded Plats.

WHEREAS, Declarant deems it necessary and desirable to place these certain covenants, conditions and restrictions upon the Property and each and every one of the Lots and Common Areas to run with the Property and each and every one of the Lots and Common Areas to insure the orderly development of Arbours West as a whole and its use, for the benefit of Declarant and the benefit of the Owners.

KNOW ALL PEOPLE BY THESE PRESENTS that the Declarant does hereby declare that the property together with any permitted additions thereto, including each and every Lot, and each and every Common Area is hereby restricted as follows, all of which

restrictions and limitations are intended to be and shall be taken as conditions, restrictions, covenants and limitations to run with the land and shall be for the benefit of the Declarant and each and every Owner.

ARTICLE I

Definitions

1.01 "Assessments" means the amounts charged to the Owners by the Association to provide the funds necessary for the Association to be able to carry out its functions, including, but not limited to, operation and maintenance of the Common Areas. Failure of an Owner to pay Assessments shall result in a lien upon his Lot as herein provided.

1.02 "Association" means The Arbours West Homeowners Association, Inc., a South Carolina non-profit corporation of which all the Owners are members and which is established to provide for the welfare and benefit of the Owners and the Declarant.

1.03 "Board" or "Board of Directors" means the Board of Directors of the Association.

1.04 "By-Laws" means the By-Laws of the Association as such exist from time to time.

1.05 "Common Areas" means all the real property (including improvements thereon, if any) owned by the Association for the common use and benefit of the Owners subject to the provisions of these Restrictive Covenants. The Common Areas to be owned by the Association at the time of conveyance of the first Lot (or later

conveyed to the Association) shall be shown and described as "Common Area", or "Recreational Area" on one or more subsequently recorded Plats.

1.06 "Declarant" means Arbours West Investment Group, Inc., a South Carolina corporation, together with any successor and assign specifically designated as and acting as a successor developer of all or any portion of Arbours West. As a consequence, any third party builder or Contractor Constructing improvements upon one or more Lots or Constructing other improvements upon Common Areas shall not, for the purposes of these Restrictive Covenants be Considered as or have any rights as "Declarant" unless specifically so designated by the Declarant.

1.07 "Lot" means an individual lot of land within the Property developed for single family residential purposes.

1.08 "Owner" means the owner of record of an interest in a Lot. The term "Owner" does not include the Declarant nor does it include a mortgagee whose sole interest in a Lot or other portion of the Property is a security interest in lands and/or improvements securing a debt owed to such a mortgagee, which mortgagee does not otherwise own or have fee title interest in a Lot.

1.09 "Party Wall" means any wall which is built as part of the original improvements to any Lot and placed on the boundary line between that Lot and another Lot upon which the Party Wall also constitutes part of original improvements thereon.

1.10 "Plat" means that survey of Arbours West Phase I prepared by Blackwood Associates, Inc., Engineers, dated August 26,

1994, and recorded in the Office of the RMC for Spartanburg County, South Carolina, in Plat Book 126 at page 636.

1.11 "Property" means the real property described above as the same may exist from time to time, subject to the Declarant's right to add additional real property to the Property in order to create additional Lots and/or Common Areas, and streets and roads, all as hereinafter set forth in Article II.

1.12 "Restrictive Covenants" means the Covenants, Conditions and Restrictions of Arbours West, together with any amendments or supplements hereto recorded in the public records of Spartanburg County, South Carolina.

1.13 "Arbours West" means that planned unit development as herein defined.

## ARTICLE II

### Development Plan

2.01 As initially Composed, the Declarant has created Certain common Areas, and/or recreational areas (which include improvements consisting of a pool, play areas, a clubhouse and other improvements) which shall be designated on the Plat or subsequently recorded plats as "Common Area", and/or "Recreational Area" and conveyed to the Association. The Declarant shall also Create certain areas to Consist wholly of Lots within Arbours West, all of which shall be shown on one or more subsequently recorded Plats. The Declarant shall either by Conveyance or dedication, establish other areas within Arbours West for use in Conjunction with the

Lots and the Common Areas (i.e., streets and roads, the rights-of-way of which shall be shown upon the Plat, or subsequently recorded Plats, and easements for utilities). The property may be developed in Phases or Sub-Phases. Upon the portions of the Property to be designated as Lots, the Declarant intends to create and hereby commits to establish between 50 and 63 Lots which shall be designated and shown on Plats as Numbered Lots.

2.02 The Declarant reserves the right but has no obligation to annex additional contiguous real property to the Property for inclusion within Arbours West for the purposes of creating Phase II of Arbours West. Phase II, if so annexed, shall consist of approximately 9 acres and consist of between 40 and 51 additional Lots and Common Areas (which shall consist of open space areas, but contain no amenities) together with streets and roads and easements for utilities to service the same. In the event of such expansion, Declarant hereby covenants that such determination to include Phase II shall be made by the Declarant not later than Seven (7) years from the date hereof, and that such annexation shall be evidenced by an amendment to these Restrictive Covenants filed in the public records of Spartanburg, South Carolina, executed solely by the Declarant, which amendment shall not require the approval or concurrence of any third parties, including any Owner or Owners whatsoever.

2.03 The Declarant reserves the right but has no obligation to annex additional contiguous real property to the Property for inclusion within Arbours West for the purpose of creating Phase III

of Arbours West. Phase III, if so annexed, shall consist of approximately 8 acres and consist of between 30 and 42 additional Lots and Common Areas (which shall consist of open space areas, but contain no amenities) together with streets and roads and easements for utilities to service the same. In the event of such expansion, Declarant hereby covenants that such determination to include Phase III shall be made by the Declarant not later than Ten (10) years from the date hereof, and that such annexation shall be evidenced by an amendment to these Restrictive Covenants filed in the public records of Spartanburg, South Carolina, executed solely by the Declarant, which amendment shall not require the approval or concurrence of any third parties, including any Owner or Owners whatsoever.

2.04 The Declarant reserves the right but has no obligation to annex additional contiguous real property to the Property for inclusion within Arbours West for the purpose of creating other and further additional Phases of Arbours West to include additional Lots and Common Areas and/or Recreational Areas together with streets, roads and easements for utilities to service the same. In the event of such expansion, Declarant hereby covenants that such determination to include additional Phase shall be made by the Declarant not later than fifteen (15) years from the date hereof and that such annexation shall be evidenced by an amendment to these Restrictive Covenants filed in the public records for Spartanburg County, South Carolina executed solely by the Declarant, which amendment shall not require that approval or

concurrence of any third parties, including any Owner or Owners whatsoever.

2.05 The Declarant reserves the sole right but has no obligation to add any additional Phase, more than one additional Phase Or all additional Phases set forth above and in any order selected by the Declarant. In the event Declarant elects to include one or more of the Phases described above before an earlier numbered Phase or Phases, Declarant may, at its sole option, redesignate the numbers assigned to Phases to concur with the Order included and to be included, in which event the Phases shall be renumbered accordingly and the dates for inclusion shall apply to the Phases as renumbered.

2.06 In the event the Declarant elects to establish additional Common Areas by conveying the same to the Association, the Declarant does hereby covenant that such inclusion shall not materially increase the Assessments charged to the Owners as herein provided.

2.07 The Declarant reserves the right to modify and alter lot lines between two or more lots owned by it, or, if agreeable with an Owner, a lot line between a lot owned by the Owner and a lot owned by the Declarant so long as such modification or alteration does not adversely affect the nature of other Lots in that Phase or Sub-Phase. This right exists only during construction of residents by the Declarant.

ARTICLE III

Use Restrictions

3.01 Each and every one of the Lots shall be known, described and used only as a single family residential lot and no structure shall be constructed or erected on any Lot other than one detached or attached (by Party Wall) single family dwelling and accessory buildings thereto upon each of the Lots, in each case such dwellings not to exceed two and one-half stories in height, and in each case accessory buildings not to exceed one story in height.

3.02 No trailer, basement, tent, shack, garage, or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

3.03 No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Common Area, nor shall any oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Lot or Common Area. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Common Area.

3.04 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Common Area except that Owners may keep dogs, cats, or other household pets provided the same are housed and kept only in reasonable numbers (no more than two (2) such household pets per lot). Pets shall not be allowed to create an unsightly condition or otherwise disturb the peace, tranquillity

or appearance of Arbours West or otherwise constitute a nuisance. Each Owner shall be responsible and liable for all damage and destruction caused, created by or resulting from trespass by his or her pet, whether with other animals or not. Furthermore, pets shall not be kept or housed in outdoor pens or allowed to venture outside an Owner's Lot except on a leash. In connection therewith the Board shall have the right to set rules and regulations governing the keeping of any such pets and to require the removal thereof from Arbours West in the event any such pet or pets should be determined by the Board in its sole judgment to be a nuisance or otherwise violate this provision or its intended purpose.

3.05 No commercial activity whatsoever shall be carried out on any Lot without the express written permission of the Board except that the Declarant (and designees of the Declarant) may use one or more Lots for location of sales and administrative offices and for models during the period Declarant (or such designee) is marketing and selling Lots. Further, no noxious or offensive trade shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or to any other Owner. Further, there shall be no yard sales or other sales of goods including household goods upon any Lot.

3.06 No sign of any kind (including yard sale signs) shall be displayed to the public view upon any Lot or upon any Common Area except for the sign located at the entrance to Arbours West designating the planned unit development, and except for signs used by the Declarant or any third party granted permission by the

Declarant to advertise for sale or lease a Lot or newly constructed home upon a Lot during the period when such Lot (whether improved or not) is initially offered for sale to members of the public. Also any Owner may advertise the sale of his or her Lot by using a "For Sale" sign so long as such sign is attractive in its appearance and does not exceed the dimensions of two feet by three feet.

3.07 No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures and other waste, and such shall not be allowed to accumulate and shall not be kept except in sanitary containers out of view of the streets, maintained in a clean and sanitary condition. In connection therewith, if the Association should deem it appropriate, it shall have the right to enter into and contract on behalf of the Owners for sanitary disposal of garbage and trash with one or more companies in the general business of providing such services and duly licensed to provide such services in Spartanburg County, South Carolina. The Association shall have the right to set standards for the storage of such garbage and trash, including areas upon Lots within which trash may be stored or placed and the containers within which the same shall be placed or kept prior to pickup by the service providing trash or garbage pickup.

3.08 No boats, tractor trailers, trucks (other than camping type vehicles originally manufactured for such said purposes), buses, mobile homes or other similar vehicles may be parked

overnight on any Common Areas, streets and roads, or Lots in Arbours West without express written permission of the Board (which permission may be withheld without cause); except trucks of the weight of one ton or less shall not be prohibited from overnight parking thereof on a Lot occupied by the owner or lessee of such vehicle. Furthermore no camping-type travel vehicle shall be allowed to remain parked upon any Common Areas, streets and roads, or Lots, to be used for commercial or overnight residential purposes. No "go-cart", "trail bike", "minibike", or unlicensed motor vehicle (other than tractors, mowers, etc. used for construction, maintenance or upkeep) shall be operated within Arbours West or any part thereof.

3.09 No basketball goals may be placed on any Lot, Common Area (except for the play area), street or road whether attached to a structure or existing independently of it. outdoor swing sets and other outdoor recreational equipment must be approved in writing by the Board or Architectural Committee under the procedure set forth in Article IV Section 4.01.

3.10 No lawn, fence, hedge, tree or landscaping feature on any of the Lots shall be allowed to become obnoxious, overgrown, or unsightly. In the event any lawn, fence, hedge, tree or landscaped feature shall become obnoxious, overgrown or unsightly, or unreasonably high in the sole determination of the Board, the Association shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner of that Lot a reasonable sum

therefor, and the Association shall not thereby be deemed guilty of a trespass. The charge therefor by the Association to such Owner shall be considered as an Assessment and shall be due and collectable in like manner as all other Assessments. The Association shall first however make a reasonable effort to notify the Owner of that Lot of the complaint.

3.11 No individual well shall be permitted on a Lot within Arbours West except for use solely in conjunction with sprinkler systems or swimming pools. This restriction shall be enforceable as long as the utility water system is operated to the satisfaction of the South Carolina Department of Health and Environmental Control or the successor thereof.

3.12 No clothesline or similar device shall be allowed on any outdoors portion of the Property nor shall clothes be hung anywhere outdoors. Owners may not screen or enclose any exterior patio on a lot, nor may any Owner screen or enclose any exterior deck and/or balcony with any type of material without the prior written consent of the Board. No exterior antenna, satellite dish, aerial, or similar device or structure of any kind or nature shall be erected, maintained or placed on any lot.

3.13 The Board shall have the right, authority and power to establish such rules and regulations as it shall deem necessary and appropriate governing use of the Common Areas and appearance and upkeep of Arbours West including Lots, so long as such are reasonable in nature and do not conflict with the provisions of these Restrictive Covenants. The Board shall enforce such rules

and regulations. The Board shall be entitled to fine any Owner(s) for non-compliance (which fine shall not exceed an amount equal to one-half of the regular annual Assessment charged to such Owner's Lot or Lots); the fine shall be treated as, and lienable as an Assessment. The Board shall be entitled to prohibit or restrict use of the Common Areas or to obtain specific performance or injunctive relief from a court of competent jurisdiction, or obtain such combination of the foregoing remedies as the Board shall deem appropriate under the circumstances.

#### ARTICLE IV

##### Architectural Restrictions

4.01 No building, fence, wall or other structure of any kind (including, but not limited to, individual mailboxes and yard lights) shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing by the Board or by the Architectural Committee of the Board. Furthermore, as to buildings and other enclosed structures, in addition to the foregoing required submissions, floor plans or other drawings (acceptable to the Board or Architectural Committee), giving the dimensions and square footage (both heated and unheated), shall have been submitted to and approved in writing by the Board or by the Architectural Committee of the Board. When

considering such submission the Board or the Architectural Committee shall review its harmony of design and location in relation to surrounding structures and topography. The "Architectural Committee" shall be composed of three (3) or more representatives appointed by the Board.

Further, no tree with a diameter over four (4) inches may be cleared from the land without the approval of the Board, or its Architectural Committee (provided this restriction shall not apply to those trees that interfere with construction of a residential dwelling or an appurtenant driveway thereto). Mail Boxes for the Lots shall be uniform; initially they shall be installed by Builder or Developer and thereafter shall be maintained by the Owner.

In the event said Board, or its Architectural Committee, fails to approve or disapprove such removal, design or location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE V

##### Single Family Attached Lots

5.01 A Party Wall may be built as a part of the original improvements to any Lot and placed on the boundary line between any two Lots so long as the improvements to such adjoining Lot shall also include such Party Wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding

party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

5.02 The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners of the Lots who make use of that Party Wall.

5.03 If a Party Wall is destroyed or damaged by fire or other casualty, an Owner who has used that Party Wall may restore it, and the other Owner entitled to the use thereof shall contribute one-half (1/2) of the costs of restoration without prejudice, however, to the right of any Owner to call for a larger contribution from another under any rule of law regarding liability for negligence or willful acts or omissions.

5.04 The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

5.05 An owner who shares a Party Wall with any other owner shall have an easement and right of way of entry upon the Lot of such other Owner to the extent reasonably necessary to perform repairs, maintenance or reconstruction of a Party Wall. Such repairs, maintenance or reconstruction shall be done expeditiously, and upon completion of the work, the Owner shall restore the adjoining Lot and improvements thereon to as near the same condition as that which prevailed prior to commencement of the work as is reasonably practicable.

5.06 If any Owner desires to sell his Lot improvements which include a Party Wall, he may, in order to assure a prospective

purchaser that no adjoining Owner has a right of contribution as provided in this Article, request of any adjoining Owner a certification that no right to contribution exists, whereupon it shall be the duty of each adjoining Owner to make such certification immediately upon request and without charge. Failure of an Owner to provide such a statement within three (3) days after having received written request therefor shall constitute a waiver of any right to, and to claim, contribution under this Article. If the adjoining Owner claims the right of contribution, the certification shall contain a recital of the amount claimed and the basis therefor.

#### ARTICLE VI

##### The Arbours West Homeowner's Association

6.01 The Declarant has established The Arbours West Homeowner's Association, Inc. (the "Association") as a South Carolina non-profit corporation. Each and every Owner (other than the Declarant) shall, upon acquisition of Ownership in a Lot become a Class A member (as hereinafter defined) of the Association, which membership shall terminate automatically when such Owner ceases to be an Owner (i.e., no longer having an ownership interest of record in a Lot). Membership shall be appurtenant to and may not be separated from ownership for each Lot. The Declarant shall be the Class B member (as hereafter defined) of the Association for the time period hereafter provided.

6.02 If any Lot be owned by more than one Owner, all Owners of that Lot shall be members. In addition, where a Lot is owned by either a husband or a wife, his or her non-owning spouse shall likewise be entitled (but not required) to be a Class A member of the Association.

(a) Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be appurtenant to and may not be separated from ownership of any Lot.

(b) The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant 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 of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 2010.

6.03 (a) The Board of Directors shall have sole authority to make all decisions concerning the Association except that neither the Board of Directors nor the Association shall be authorized to adopt any measure which would affect the rights of any mortgagee holding a mortgage upon the Property or any Lot, or any Common Area or portion thereof without such mortgagee's written consent. No action may be taken by the Association or the Board of Directors affecting the rights of the Declarant granted or reserved pursuant to these Restrictive Covenants and not at the time of such action expired, without the Declarant's written consent,

(b) The Association through its Board of Directors shall have the right to establish rules and regulations regarding use of any recreational facilities, the Common Areas and, to the extent herein granted, the Lots, and to impose penalties for violation thereof.

6.04 The Association shall be solely responsible for the following matters and things within Arbours West; provided, however, nothing herein shall prevent the Association from contracting with or employing third parties to carry out such activities provided all costs of the same shall be borne solely by the Association and provided, further, the acceptance of carrying out these functions by any third person or entity, including any agency of the government, shall not relieve the Association of the ultimate responsibility for the same, such things being namely:

(a) maintaining, regulating use of and improving all Common Areas including areas in which the Association holds fee title ownership,

and easements along streets and roads, and rights-of-way and along boundaries of the Property, which areas exist for the general benefit of all the owners. Such maintenance shall include, but shall not be limited to, maintaining and regulating the use of the pool, play area and clubhouse, cutting of grass, plantings and maintenance of sidewalks, fences and other improvements, and performance of all the tasks necessary and desirable to keep such Common Areas neat, attractive and in order; (b) establishing rules and regulations enforcing the same relating to appearance of individual Lots within Arbours West including, but not limited to, if the Board of Directors deems necessary, contracting for trash and garbage pickup, contracting for basic lawn maintenance for either Common Areas or Owner's property or both, maintaining of uniform street signs, property address numbers, yard lights, uniform mailboxes and receptacles; (c) enforcing performance of these Restrictive Covenants by the Owners.

## ARTICLE VII

### Assessments

7.01 The Declarant, (when performing as a Builder), and any Builders after six (6) months from date of transfer of a Lot to it covenants and agrees to pay to the Association the same assessments as charged to an Owner and as set forth below. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessments or charges, (2) special

Assessments for capital improvements, and (3) Assessments for fines by the Board as provided in Article III, such Assessments to be established and collected as hereinafter provided. The annual and special Assessments, and fines, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them (but shall continue unless extinguished as herein provided, as a lien against the Lot).

7.02 Other than set forth above, the Declarant shall not be subject to any annual, special or other type assessment on any Lots owned by it. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and the residents in the Property and for the improvement and maintenance of the Common Areas and/or Recreational areas.

7.03 Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be six hundred dollars (\$600) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be increased each year not more than 5%

above the maximum Assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual Assessments at an amount not in excess of the maximum.

7.04 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 costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including 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.

7.05 Written notice of any meeting called for the purpose of taking any action authorized under section 7.03 or 7.04 shall be sent to all Owners and the Declarant not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present,

another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

7.06 Both annual and special Assessments must be fixed at uniform rate for all Lots and may be collected on a monthly basis.

7.07 The annual Assessments provided for herein shall commence as to all Lots of owners on the day of acceptance of a deed thereof; as to all lots of the Declarant (when performing as a Builder) or to any Builder the annual assessment shall commence six (6) months from the date of transfer of a Lot to it. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish within five (5) days of receiving written request a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Failure to

provide such a certificate within the five (5) day period shall be deemed a waiver of any claim for Assessments previously owed.

7.08 Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 percent per annum or the highest rate permitted by law, whichever is less. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against his Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

7.09 The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. The lien for Assessments shall also be subordinate to any other recorded mortgage or other lien recorded prior to the time such Assessment (or installment thereof if payable in installments) became due and payable. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

7.10 The Board of Directors shall have the right to assign any claim and/or lien rights of the Association for the recovery of delinquent Assessments for reasonable value.

## ARTICLE VIII

Easements and Other Matters Affecting the Land

8.01 Each person who acquires a Lot or any interest therein shall be deemed, thereby, to agree that: (a) if any portion of improvements upon an adjoining Lot shall encroach upon any portion of another Owner's Lot, there shall exist a valid easement for such encroachment and for the maintenance and repair of the same so long as it stands; and (b) as to any building or other improvement upon a Lot, access for the maintenance and repair of which (or a part of which) may only reasonably be made over and/or through an adjoining Owner's Lot, there shall exist a valid easement upon such adjoining lot for such maintenance and repair; and (c) in the event a building or other improvement on an adjoining Lot is under construction or is partially or totally destroyed and the construction or reconstruction thereof shall create an encroachment on portions of a Lot, there shall exist a valid easement for such encroachment for such construction or reconstruction and the maintenance thereof; provided, however, anyone making use of any easement or right thereto provided in this Paragraph 8.01 shall be solely liable for, and shall be responsible to repair, any and all damage caused or created as a result of such use.

8.02 The Property is subject to all conditions, limitations, restrictions, reservations and all other matters of record, the rights of the United States of America, the State of South Carolina and any governmental authority or agency, any taxes, applicable zoning ordinances which now exist or are hereafter adopted, and

easements for utility services and drainage which now exist or are hereafter granted by the Board upon its determination such are necessary and will benefit one or more Owners. Such rights include, but are no limited to, the right to grant easements for access and ingress and egress across those portions of the Common Areas suitable for pedestrian and vehicular traffic and for utility services and drains. No easement shall be granted if as a result thereof any Owner's use of his Lot would be unduly impaired or any buildings, or other improvement would be materially weakened, or the security of any mortgagee of record would be adversely affected without its written consent.

8.03 By reason of the Declarant having determined that it may be in the best interests of the Arbours West and its owners as such may exist from time to time that the streets and roads, curbing, drainage and rights-of-way associated therewith and all Common Area necessary be dedicated to the county of Spartanburg or such other public body to provide for continuing maintenance, repair and service to said streets and roads, Declarant hereby resumes the right (but no obligation) in its sole and exclusive discretion and without the necessity of approval by any third party including any owner or his mortgage or lienholder to dedicate to the county any streets or roadways, curbing, drainage or rights-of-ways associated therewith and all necessary Common Area for purposes of accommodating vehicular traffic.

8.04 Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall

pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association (and of the Declarant as set forth in Paragraph 8.03) to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

#### ARTICLE IX

##### Duration of and Amendment to these Restrictive Covenants;

##### Annexation of Additional Property

9.01 During the initial period hereof set forth in Section 9.02 these Restrictive Covenants may not be amended except upon the affirmative vote of ninety (90%) percent of all the votes of all then existing classes of membership of the Association. Thereafter and during any renewals or extensions hereof as provided in this Article, these Restrictive Covenants may be amended only upon the affirmative vote of not less than 75% of all then existing classes

of membership of the Association. However, in no event shall any amendment or variance adversely affect the value of any Lot owned by an Owner, or the security of any mortgagee holding a mortgage upon any Lot, Common Area or Recreational Area or other portion of the Property without such Owner's or Mortgagee's written consent. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot.

9.02 These Restrictive Covenants are to run with the land and shall be binding upon the Declarant and all Owners (and to the extent appropriate, their mortgagees) and upon all parties and persons claiming under them and each of them until 20 years from the date hereof, at which time these Restrictive Covenants shall automatically be extended for successive periods of ten (10) years each, unless by vote of seventy-five (75%) percent of the total vote appurtenant to all the Lots cast by the then Owners it is agreed to repeal these Restrictive Covenants in whole or in part.

#### ARTICLE X

##### Remedies for Violation

10.01 The Association, or any Owner, or so long as there is a Class B member, the Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions,

DEED 61 -- V PG 265

covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictive Covenants. Failure by the Association, by any owner or by the Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### ARTICLE XI

##### Invalidation

11.01 The determination that any provision hereof is void, invalid or unenforceable by any court, administrative agency or other governmental authority, shall in no wise affect any other provision hereof which shall remain in full force and effect to the fullest extent possible, each provision hereof being a separate and independent covenant running with the land. It is intended by these Restrictive Covenants that a uniform plan for the development, use and enjoyment of Arbours West be so created and as a consequence, these Restrictive Covenants are to be enforced and interpreted in keeping with such plan.

11.02 The invalidation of any of the restrictions herein contained shall not affect the rights of any mortgagee or other lien holder holding a lien upon any Lot or Lots, Common Areas or other portion of the Property.

IN WITNESS WHEREOF, Arbours West Investment Group, Inc., a South Carolina corporation, has caused these Restrictive Covenants to be executed by its Designated Director as of the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

ARBOURS WEST INVESTMENT GROUP, INC.

Elizabeth B. Noll

William Alex Hudson, II  
By: William Alex Hudson, II  
Its: President

Ann W. Bauer

William A. Hudson  
By: William A. Hudson  
Its: Secretary

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Arbours West Investment Group, Inc. by William Alex Hudson, II and William A. Hudson sign, seal and as its act and deed deliver the within written Declaration of Covenants and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 31<sup>st</sup> day of August, 1992.

Elizabeth B Noll

Ann W. Bauer (SEAL)  
Notary Public for South Carolina  
My commission expires: 8/28/07

30

DEED 64 V PG 303

STATE OF SOUTH CAROLINA )  
 )  
 ) AMENDMENT TO DECLARATION  
 ) OF COVENANTS, CONDITIONS,  
 ) AND RESTRICTIONS  
COUNTY OF SPARTANBURG )  
 ) ARBOURS WEST

RECORDED  
96 SEP 30 PM 4:36  
R.M.C.  
SPARTANBURG, S.C.

WITNESSETB:

WHEREAS, Arbours West Investment Group, Inc., a South Carolina corporation ("Corporation"), initially was the developer of a residential planned unit development known as "Arbours West", which was to be located in Spartanburg County, South Carolina and to be developed in certain phases; and

WHEREAS, The Corporation initially purchased a tract of land containing approximately 11.15 acres, to be used for the development of Arbours West. The right to add other parcels to become a part of Arbours West for possible future expansion was reserved. See Deed Book 61-V at Page 267, RMC Office for Spartanburg County, South Carolina for a description of that property; and

WHEREAS, as a part of the development plan, The Corporation deemed that it was necessary and desirable to place Covenants, Conditions and Restrictions on Arbours West to ensure its orderly development and to benefit The Corporation and future owners; and

WHEREAS, in order to carry out its intentions, The Corporation executed a Declaration of Covenants, Conditions and Restrictions ("Restrictions") for Arbours West which was recorded on September 1, 1994, in Deed Book 61-V at Page 237, RMC Office for Spartanburg County, South Carolina; and

DEED 64 V PG 304

WHEREAS, pursuant to the Restrictions, The Corporation designated itself as the "Declarant" and restricted certain specific property as set forth in the Restrictions. The Corporation had the right to add additional real property to Arbours West (according to its plan for future expansion) and to annex such additional property into the Restrictions by an amendment executed solely by itself, without requiring the approval or concurrence of third parties which would include any owner or owners whatsoever. See paragraphs 1.11, 2.02, 2.03, 2.04, and 2.05 of the Restrictions; and

WHEREAS, The Corporation has elected to annex additional property to Arbours West consisting of 10.17 acres, more or less, which is more fully described in Exhibit A attached and as shown on a plat of Arbours West Phase II, Section I by Blackwood Associates, Inc. dated September 20, 1996 ("Plat") to be recorded herewith, in said RMC Office; and

WHEREAS, The Corporation wishes to comply with paragraphs 1.11, 2.02, et. seq. of the Restrictions and to amend the Restrictions to include the property described in Exhibit A and as shown on the Plat.

NOW THEREFORE, in consideration of the premises and under the authority granted to The Corporation pursuant to the Restrictions, Arbours West Investment Group, Inc. does hereby declare as follows:

1. That the Declaration of Covenants, Conditions and Restrictions for Arbours West previously recorded in Deed Book 61-V at Page 237, RMC Office for Spartanburg County, South Carolina, is

DEED 64 V PG 305

hereby amended to have the original Declaration of Covenants, Conditions and Restrictions for Arbours West apply to and encumber all property as described in Exhibit A and as shown on the Plat.

IN WITNESS WHEREOF, Arbours West Investment Group, Inc. has caused this Amendment to Declaration of Covenants, Conditions and Restrictions to be executed by its President as of the 27<sup>th</sup> day of September, 1996.

IN THE PRESENCE OF:

*James Lawrence*  
*Alan W. Bode*

ARBOURS WEST INVESTMENT GROUP, INC.

By: *William A. Hudson*  
William A. Hudson,  
Its: President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Arbours West Investment Group, Inc. by William A. Hudson, II, its President sign, seal and as its act and deed deliver the within written Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*James Lawrence*

SWORN to before me this 27<sup>th</sup> day of September, 1996.

*Alan W. Bode* (SEAL)  
Notary Public for South Carolina  
My commission expires: 8/28/2000

DEED 64 V PG 306

EXHIBIT A

All that certain tract of land located on the east side of Blackstock Road and the north side of Bethlehem Church Road, in the county of Spartanburg, State of South Carolina, and consisting of Ten and 17/100 (10.17) acres, more or less, as shown on a plat prepared for Arbours West Phase II, by Blackwood Associates, Inc., Engineers, dated September 27, 1996 to be recorded herewith, in the RMC Office for Spartanburg County, South Carolina. Being described according to said plat as follows:

BEGINNING at a point in the middle of Blackstock Road at Arbours West Lane and running thence S. 79-54-32 E. 157.73 feet to a point; thences. 78-49-53 E. 75.12 feet to a point (tie line only); thence S. 79-52-48 E. 359.31 feet to a point; thence s. 54-07-40 W. 190.10 feet to a point; thence S. 13-54-30 E. 162.73 feet to a point; thence N. 79-46-45 W. 173.41 feet to a point; thence S. 10-16-35 W. 314.15 feet to a point; thence S. 14-04-10 E. 340.11 feet to a point; thence S. 57-45-00 W. 212.39 feet to a point; thence S. 85-36-32 W. 262.10 feet to a point in the middle of Blackstock Road; thence along the middle of Blackstock Road the following courses and distances: N. 03-17-52 W. 51.63 feet; N. 02-11-07 W. 100.28 feet; N. 01-02-14 W. 100.91 feet; N. 00-47-03 E. 101.61 feet; N. 04-42-15 E. 102.35 feet; N. 09-01-04 E. 144.15 feet; and N. 10-12-26 E. 566.32 feet to the point of beginning.

Reference is hereby made to said plat in aid of description.

DEED 94 - PG 4 6 2

STATE OF SOUTH CAROLINA	)	MODIFICATION AND SECOND AMENDMENT TO
	)	DECLARATION OF COVENANTS, CONDITIONS,
	)	AND RESTRICTIONS
COUNTY OF SPARTANBURG	)	ARBOURS WEST SUBDIVISION

99 FEB - 2 PM 4:53  
 RECORDED

WITNESSETH:

WHEREAS, The Arbours Investment Group, Inc., a South Carolina corporation ("Corporation") is the developer of a residential planned unit development known as "Arbours West", which is to be located in Spartanburg County, South Carolina, and to be developed in certain phases; and

WHEREAS, the Corporation initially purchased a tract of land containing 11.15 acres, to be used for the development of Arbours West and annexed to that land an additional 10.17 acres, more or less, for the further development of Arbours West; and

WHEREAS, as a part of the development plan, the Corporation deemed that it was necessary and desirable to place Covenants, Conditions and Restrictions on Arbours West to ensure its orderly development and to benefit the Corporation and future owners; and

WHEREAS, in order to carry out its intentions, the Corporation executed a Declaration of Covenants, Conditions and Restrictions ("Restrictions") for Arbours West which was recorded on September 1, 1994, in Deed Book 61-V at Page 237, RMC Office for RMC Office for Spartanburg County, South Carolina. In the Restrictions, the Corporation is sometimes called the "Declarant;" and

WHEREAS, one of the restrictions placed upon the property read as follows: "No exterior antenna, satellite dish, aerial, or similar device or structure of any kind or nature shall be erected, maintained or placed on any lot." (See Paragraph 3.12 of the Restrictions); and

DEED 9H - PG 463

WHEREAS, the undersigned are desirous of eliminating the words quoted from Paragraph 3.12 of the Restrictions and adding a new paragraph to be called Paragraph 3.14 which shall read as follows:

3.14 No antenna, satellite dish or similar device for the transmission or receipt of signals of any kind shall be erected or allowed to remain on any lot without the expressed written permission of the Declarant. The Declarant reserves the right to formulate and require specific rules and regulations for such items and/or approve the same on a case by case basis. The Declarant will approve satellite dishes which are 18" or smaller in diameter but the location of each one requires the written approval of the Declarant.

WHEREAS, Paragraph 9.01 provides that in order to amend the Restrictive Covenants, an affirmative vote of 90% of all votes of the then existing classes of membership of The Arbours West Homeowners Association must approve; and

WHEREAS, Paragraph 6.02 provides that the Corporation shall be a Class B member and entitled to vote the number of votes as set forth in that paragraph and all owners of the lots shall be Class A members and entitled to the number of votes as set forth in that paragraph;

NOW THEREFORE, in consideration of the premises and under the authority granted to the Corporation and the owners of Lots in of The Arbours West pursuant to the Restrictions, the undersigned representing 90% of all the votes of the existing classes of membership do declare as follows:

1. That the Declaration of Covenants, Conditions and Restrictions for Arbours West previously recorded in Deed Book 61-V at Page 237, MC Office for Spartanburg County, South Carolina, is hereby amended as follows:

DEED 9H - PG 464

a. Paragraph 3.12 of those restrictions shall have the following language deleted from it: "No exterior antenna, satellite dish, aerial, or similar device or structure of any kind or nature shall be erected, maintained or placed on any lot."

b. An additional paragraph styled "Paragraph 3.14" shall be added to the restrictions and it shall read as follows:

3.14 No antenna, satellite dish or similar device for the transmission or receipt of signals of any kind shall be erected or allowed to remain on any lot without the expressed written permission of the Declarant. The Declarant reserves the right to formulate and require specific rules and regulations for such items and/or approve the same on a case by case basis. The Declarant will approve satellite dishes which are 18" or smaller in diameter but the location of each one requires the written approval of the Declarant.

IN WITNESS WHEREOF, Arbours West Investment Group, Inc. and the owners of lots in Arbours West Subdivision have caused this Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions to be executed on this 2ND day of February, 1998.

IN THE PRESENCE OF:

Tracy W. Winkler  
Candace Coolidge

Thomas M. Sugaski  
As to Lot 1 Thomas M. Sugaski

Tracy W. Winkler  
Candace Coolidge

JoAnne W. Sugaski  
As to Lot 1 JoAnne W. Sugaski

Tracy W. Winkler  
Candace Coolidge

Lucille Graham  
As to Lot 2 Lucille Graham

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DEED 9H - PG 465

Trey Wilburn  
Candya Cooley

Lucille J. Halfacre  
As to Lot 3 Lucille J. Halfacre

Trey Wilburn  
Candya Cooley

David N. Wilburn  
As to Lot 5 David N. Wilburn

Trey Wilburn  
Candya Cooley

Teresa D. Wilburn  
As to Lot 5 Teresa D. Wilburn

Trey Wilburn  
Candya Cooley

Janet S. Brock  
As to Lot 6 Janet S. Brock

Trey Wilburn  
Brenda West

Kim Littlefield Kagle  
As to Lot 7 Kim Littlefield Kagle

Trey Wilburn  
Candya Cooley

James E. Cook  
As to Lot 8 James E. Cook

Trey Wilburn  
Candya Cooley

Ker 1yaB. Cook  
As to Lot 8 Ker 1yaB. Cook

Trey Wilburn  
Candya Cooley

Joseph D. Nelson  
As to Lot 9 Joseph D. Nelson

Trey Wilburn  
Candya Cooley

Debra S. Nelson  
As to Lot 9 Debra S. Nelson

DEEDb 9H- PG 466

Troy W. Winkler  
Candace Cooley

Ray Dennis  
As to Lot 12 R. Ray Dennis

Troy W. Winkler  
Candace Cooley

Blanche E. Dennis  
As to Lot 12 Blanche E. Dennis

Troy W. Winkler  
Candace Cooley

Judy A. Hunter  
As to Lot 13 Judy A. Hunter

Troy W. Winkler  
Candace Cooley

Joshua L. Hart  
Josh Hart  
As to Lot 14 Joshua L. Hart

Troy W. Winkler  
Candace Cooley

Wendy L. Blackwood  
Wendi Hart  
As to Lot 14 Wendi L. Blackwood

Troy W. Winkler  
Candace Cooley

Louise S. Jackson  
As to Lots 20 & 21 Louise S. Jackson

Troy W. Winkler  
Candace Cooley

Bettie Ramsey  
As to Lot 22 Bettie Smith Ramsey

Troy W. Winkler  
Candace Cooley

Nicholas T. Pappas II  
As to Lot 23 Nicholas T. Pappas, II

Troy W. Winkler  
Candace Cooley

Lurah G. Pappas  
As to Lot 23 Lurah G. Pappas

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Candace Cooley  
Maria A. King  
Brenda Hooker  
Dorothy Cannon

Terry W. Winchester  
As to Lot 24 Terry W. Winchester

Theresa F. Fleming  
As to Lot 25 ~~Cynthia J. Proctor~~  
THERESA F. FLEMING

As to Lot 25 M. Eugene Proctor

Terry W. Winchester  
Candace Cooley

Tom H. Badger  
As to Lot 27 Tom H. Badger

Terry W. Winchester  
Candace Cooley

Hilda G. Badger  
As to Lot 27 Hilda G. Badger

Terry W. Winchester  
Candace Cooley

Anne Reagan  
As to Lot 32 Anne Reagan

As to Lot 33 Kathryn Johnson

Brenda Hooker  
Dorothy Cannon  
Brenda Hooker  
Dorothy Cannon

T. Earl Gowan  
As to Lot 34 T. Earl Gowan

Annie G. Porter  
As to Lot 34 Annie Gowan Porter

DEED 94 - PG 468

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As to Lot 35 Paul A. LePage

\_\_\_\_\_  
\_\_\_\_\_

As to Lot 35 Angelina LePage

Branda Hooker  
Morothy Cannon

John Hyams  
As to Lot 36 John Hyams

Branda Hooker  
Morothy Cannon

Eileen V. Hyams  
As to Lot 36 Eileen V. Hyams

Ty W. Williams  
Candace Cooley

Dale W. Leeds  
As to Lot 37 Dale W. Leeds

Ty W. Williams  
Candace Cooley

Susan L. Leeds  
As to Lot 37 Susan L. Leeds

Ty W. Williams  
Candace Cooley

Tony O. Davis  
As to Lot 38 Tony O. Davis

Ty W. Williams  
Candace Cooley

Laraine E. Somaini  
As to Lot 39 Laraine E. Somaini

Branda Hooker  
Morothy Cannon

Linda C. Randolph  
As to Lot 40 Linda C. Randolph

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DEED 9H - PG 469

Brenda Hooker  
Dorothy Cannon

Jerry B. Randolph  
As to Lot 40 Jerry B. Randolph

Troy W. Winkler  
Carolyn Cooley

Michael S. Sloper  
As to Lot 41 Michael S. Sloper

Troy W. Winkler  
Carolyn Cooley

Jennifer M. Sloper  
As to Lot 41 Jennifer M. Sloper

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As to Lot 42 Shirley B. Seay

Troy W. Winkler  
Carolyn Cooley

Karen A. Palermo  
As to Lot 43 Karen A. Palermo

Troy W. Winkler  
Carolyn Cooley

Doris B. Ponder  
As to Lot 44 Doris B. Ponder

Troy W. Winkler  
Ruth W. Ponder  
Carolyn Cooley

Carolyn Cooley  
As to Lot 47 & P/O Lot 48 Carolyn S. Cooley

Troy W. Winkler  
Carolyn Cooley

David E. Ashley  
As to P/O Lot 48 David E. Ashley

Troy W. Winkler  
Carolyn Cooley

Nicole J. Ashley  
As to P/O Lot 48 Nicole J. Ashley

Troy W. Winkler  
Carolyn Cooley

D. Mark Fletcher  
As to Lot 49 D. Mark Fletcher

Trey W. Winkler  
Carolyn Cooley  
Trey W. Winkler  
Carolyn Cooley  
Trey W. Winkler  
Carolyn Cooley  
Trey W. Winkler  
Carolyn Cooley  
Trey W. Winkler  
Carolyn Cooley  
David E. Ashley  
Trey W. Winkler  
David E. Ashley  
Trey W. Winkler  
Carolyn Cooley  
Trey W. Winkler  
Carolyn Cooley  
Trey W. Winkler  
Carolyn Cooley  
Trey W. Winkler  
Carolyn Cooley

Rita M. Kollmeyer  
 As to Lot 56 Rita M. Kollmeyer

Ferry L. Trout  
 As to Lot 59 Ferry L. Trout

Susanne Trout  
 As to Lot 59 Susanne Trout

Jonathan B. Hopkins  
 As to Lot 60 Jonathan B. Hopkins

Crystal K. Hopkins  
 As to Lot 60 Crystal K. Hopkins

Bob Greene  
 As to Lot 61 Bob Greene

Martha L. Greene  
 As to Lot 61 Martha L. Greene

Wyck A. Newberry  
 As to Lot 62 Wyck A. Newberry

Anissa G. Diatzikis  
 As to Lot 63 Anissa G. Diatzikis

Paul M. Hooker  
 As to Lot 65 Paul M. Hooker

Brenda K. Hooker  
 As to Lot 65 Brenda K. Hooker

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Shonda Hooker  
Flora H. Cannon  
Troy W. Winkler  
Carolyn Cooley  
Troy W. Winkler  
Carolyn Cooley  
Troy W. Winkler  
Carolyn Cooley  
Troy W. Winkler  
Carolyn Cooley  
Troy W. Winkler  
Carolyn Cooley  
Troy W. Winkler  
Carolyn Cooley  
Troy W. Winkler  
Carolyn Cooley  
Troy W. Winkler  
Carolyn Cooley  
Troy W. Winkler  
Carolyn Cooley

Margaret H. Brown  
As to Lot 67 Margaret H. Brown

Amelia K. Toney  
As to Lot 68 Amelia K. Toney

Marvin L. Cook  
As to Lot 69 Marvin L. Cook

Sherry C. Cook  
As to Lot 69 Sherry C. Cook

William P. Straughan  
As to Lot 73 William P. Straughan

Henrietta M. Straughan  
As to Lot 73 Henrietta M. Straughan

Reba J. Rhodes  
As to Lot 74 James W. Rhodes  
REBA J.

Reba J. Rhodes  
As to Lot 74 Reba J. Rhodes  
JAMES W.

Keith Brierley  
As to Lot 75 Keith Brierley

Susan Brierley  
As to Lot 75 Susan Brierley

Ronald H. Cannon  
As to Lot 76 Ronald H. Cannon

Grenda Harker  
Dorothy Cannon

Dorothy S. Cannon  
As to Lot 76 Dorothy S. Cannon

Troy W. Winkler  
Candace Cooley

Richard E. Dodd  
As to Lot 119 Richard E. Dodd

Troy W. Winkler  
Candace Cooley

Frances R. Dodd  
As to Lot 119 Frances R. Dodd

Troy W. Winkler  
Candace Cooley

Andrea Renee Meltan  
As to Lot 120 Andrea Renee Meltan

T. B. Winkler  
Candace Cooley

Mildred Kasch  
As to Lot 122 Mildred Kasch

Troy W. Winkler  
Candace Cooley

William A. Corso  
As to Lot 124 William A. Corso

Troy W. Winkler  
Candace Cooley

Jody Corso  
As to Lot 124 Jody Corso

Troy W. Winkler  
Candace Cooley

Richard F. Poole  
As to Lot 130 Richard F. Poole

Troy W. Winkler  
Candace Cooley

Brenda F. Poole  
As to Lot 130 Brenda F. Poole

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Tracy Williams  
Carolyn Cooley  
Tracy Williams  
Carolyn Cooley  
Tracy Williams  
David E. Ashley

Charles Jackson  
As to Lot 131 Charles Jackson

Anna L. Jackson  
As to Lot 131 Anna L. Jackson

William Alex Hudson, II  
As to Lots 4, 10, 11, ~~15~~, 16, ~~21~~, 57, 31,  
58, 66, ~~100~~, 133, 134, 152, ~~153~~, 154, 155  
Hudson & Associates Construction  
And Real Estate, Inc.  
By: William Alex Hudson, II, Its President

Christi H. Ballew  
Tracy Williams  
Tracy Williams  
David E. Ashley

George Wyant, Jr.  
As to Lots 9, 51, ~~100~~, 123, 139, 140, 141, 142  
Wyant Construction, Inc.  
By: George Wyant, Jr., Its President

William Alex Hudson  
As to Lots 45, 64, ~~100~~, ~~101~~, 137, 135, 136,  
138, ~~139~~, ~~140~~, ~~141~~, ~~142~~, 143, 146,  
147, 148, 149, ~~150~~, ~~151~~  
Arbours West Investment Group, Inc.  
By: William Alex Hudson, Its President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Thomas M. Sugaski**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of March, 1998.

Tracy Williams

Ma. iad. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9H - PG 474

Brenda Hooker  
Morothy Cannon

Kenneth W. Carpenter  
As to Lot 15 Kenneth W. Carpenter

Brenda Hooker  
Morothy Cannon

Marsha L. Carpenter  
As to Lot 15 Marsha L. Carpenter

\_\_\_\_\_

\_\_\_\_\_

As to Lot 31 Charles W. Eslick

\_\_\_\_\_

\_\_\_\_\_

As to Lot 31 Lauren Ballentine

Brenda Hooker  
Morothy Cannon

Robert L. Wilson  
As to Lot 121 Robert L. Wilson

Brenda Hooker  
Morothy Cannon

Helen W. Wilson  
As to Lot 121 Helen W. Wilson

Brenda Hooker  
Morothy Cannon

Joan Hocker Miller  
As to Lot 132 Joan Hocker Miller

\_\_\_\_\_

\_\_\_\_\_

As to Lot 135 Jerry J. Carruth

\_\_\_\_\_

\_\_\_\_\_

As to Lot 153 Kay K. Reed

\_\_\_\_\_

\_\_\_\_\_

As to Lots ~~136, 138 & 134~~  
Hudson & Associates Construction and  
Real Estate, Inc.  
By: William Alex Hudson, II, Its President

DEED 9H - PG 475

STATE OF SOUTH CAROLINA )  
 ) PROBATE  
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Kenneth W. Carpenter** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

Brenda Hooker

SWORN to before me this 1999  
2<sup>nd</sup> day of January, 1998:  
Marcia De King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 ) PROBATE  
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Marsha L. Carpenter** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

Brenda Hooker

SWORN to before me this 1999  
2<sup>nd</sup> day of January, 1998:  
Marcia De King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEEDb 9H- PG 47b

STATE OF SOUTH CAROLINA )  
 ) PROBATE  
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Charles W. Eslick** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 ) PROBATE  
COUNTY OF SPARTANBURG)

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Lauren Ballentine** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

DEED 9H- PG 477

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Robert L. Wilson sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

Granda Hooker

SWORN to before me this 1999  
2nd day of February, 1998:

Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Helen L. Wilson sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

Granda Hooker

SWORN to before me this 1999  
2nd day of February, 1998:

Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9H - PG 478

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Joan Hocker Miller sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

Granda Hocker

SWORN to before me this 1998  
2nd day of February, 1998.

Maiald King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Jerry J. Carruth sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

DEED 9H - PG 479

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Kay K. Reed**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **THERESA F. FLEMMING**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 2<sup>nd</sup> day of February; 1999.

Mavis King  
(SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

Shanda Hooker

DEED 9H - PG 480

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **JoAnne W. Sugaski**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Tyler W. Smith*

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Lucille Graham**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Tyler W. Smith*

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9H - PG 481

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Lucille J. Halface**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Ty Wilburn

Maria D King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **David N. Wilburn**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Ty Wilburn

Maria D King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 94- PG 482

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

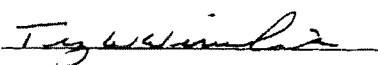
Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Teresa D. Wilburn**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998. 

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Janet S. Brock**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998. 

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9H - PG 483

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Kim Littlefield Kagley**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Troy Williams*

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

*Mariada King* (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **James E. Cook**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Troy Williams*

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

*Mariada King* (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

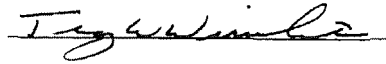
DEED 9H - PG 484

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Kenya B. Cook**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.



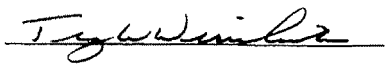
Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Joseph D. Nelson**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.



Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 94 - PG 485

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Debra S. Nelson**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Ty W. Smith

Maria W. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 5-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **R. Ray Dennis**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Ty W. Smith

Maria W. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 5-25-2001

DEED 9H- PG 48b

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Blanche E. Dennis**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this Troy W. Smith  
3<sup>rd</sup> day of June, 1998.  
Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Judy A. Hunter**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

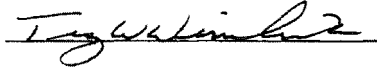
SWORN to before me this Troy W. Smith  
3<sup>rd</sup> day of June, 1998.  
Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires 3-25-2001

DEED 94 - PG 487

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                    PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Joshua L. Hart**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

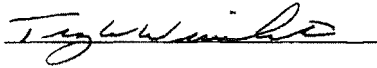


Maria W. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                    PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Wendi L. Blackwood**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.



Maria W. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001



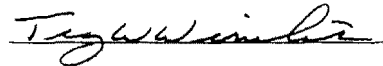
DEED 94 - PG 489

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Nicholas T. Pappas, II**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.



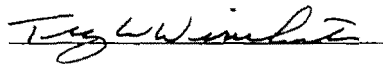
Maria De King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Lurah G. Pappas**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.



Maria De King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9H - PG 490

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Terry W. Winchester**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

Maial King

SWORN to before me this  
3rd day of June, 1998.

Joseph G. Cox (SEAL)  
Notary Public for South Carolina  
My commission expires: 5-17-99

~~STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE~~

~~Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Cynthia L. Proctor**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.~~

~~SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 1998.~~

~~\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_~~

DEED 9H - PG 491

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **M. Eugene Proctor**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
(SEAL)

Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Tom H. Badger**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 3rd day of June, 1998.

Ty W. Winkler 2

Maia D. King (SEAL)

Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9H - PG 492

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Hilda G. Badger**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

Troy Williams

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Anne Regan**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

Troy Williams

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9H - PG 493

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Kathryn Johnson**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **T. Earl Gowan**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 1999  
2nd day of February, 1998.

M. [Signature] (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

[Signature]

DEED 9H- PG 494

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Annie Gowan Porter**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 1999  
2nd day of February, 1998

Grande Hobbs

Maria D King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Paul A. LePage**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_



DEED 9H - PG 496

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )  
PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Eileen V. Hyams**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Frank Hooker*

SWORN to before me this 1999  
2nd day of February, 1998.

*Maria D. King* (SEAL)

Notary Public for South Carolina

My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )  
PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Dale W. Leeds**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Troy W. Winkler*

SWORN to before me this  
3rd day of June, 1998.

*Maria D. King* (SEAL)

Notary Public for South Carolina

My commission expires: 3-25-2001

DEED 9H - PG 497

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Susan L. Leeds**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3rd day of June, 1998.

Troy Williams

Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Tony O. Davis**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3rd day of June, 1998.

Troy Williams

Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 69H - PG 498

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Laraine E. Somaini**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Laraine E. Somaini*

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

*Maria King* (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Jerry L. Randolph**, sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Strenda Hooker*

SWORN to before me this 1999  
2<sup>nd</sup> day of February, 1998.

*Maria King* (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEEDb 9H - PG 499

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Linda C. Randolph**, sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Shonda Hooker*

SWORN to before me this 1999  
2<sup>nd</sup> day of February, 1998.

*Maria D. King* (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Michael S. Sloper** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Tyler Williams*

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

*Maria D. King* (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9H- PG 500

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )  
PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Jennifer M. Sloper** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

Taylor Miller

SWORN to before me this  
31<sup>st</sup> day of June, 1998.

Maria D King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )  
PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Shirley B. Seay** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_ (SEAL)  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_

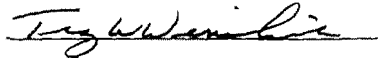
DEEDb 9H- PG 501

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Karen A. Palermo** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.



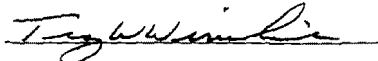
Mirial King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Doris B. Ponder** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.



Mirial King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEEDb 9H- PG 502

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Carolyn S. Cooley sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Taylor W. Winkler

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named David E. Ashley sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Taylor W. Winkler

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9H - PG 503

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Nicole J. Ashley sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Troy W. Williams

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Mark Fletcher sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Troy W. Williams

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9H - PG 504

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Rita M. Kollmeyer** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Terry L. Troutt

Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Terry L. Troutt** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Terry L. Troutt

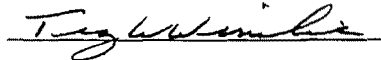
Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 94 - PG 505

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Susanne Troutt** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

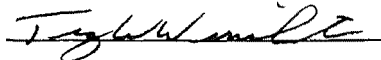


Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Jonathan B. Hopkins** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.



Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 94 - PG 506

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Crystal K. Hopkins** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

Taylor Winkler

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Bob Greene** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

Taylor Winkler

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 94 - PG 507

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Martha L. Greene** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Troy W. Winkler

Maisha D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Wyck A. Newberry** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Troy W. Winkler

Maisha D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9H - PG 508

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Anissa G. Diatzikis** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Taylor W. Smith

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Paul M. Hooker** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Taylor W. Smith

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEEC694- PG 509

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Brenda K. Hooker** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Troy W. Smith*

SWORN to before me this  
3rd day of June, 1998.

*Maria D. King* (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Margaret H. Brown** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Brenda Hooker*

SWORN to before me this 1999  
2nd day of February, 1998.

*Maria D. King* (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001





DEED 9H - PG 512

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Henrietta M. Straughan** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Taylor W. ...

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **James W. Rhodes** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Taylor W. ...

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9K - PG 513

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Reba J. Rhodes** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

Taylor Wambert

SWORN to before me this  
3rd day of June, 1998.

Miranda King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Keith Brierley** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

Taylor Wambert

SWORN to before me this  
3rd day of June, 1998.

Miranda King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 94- PG 514

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Susan Brierley** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Taylor Winkler

Mirinda King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Ronald H. Cannon** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Taylor Winkler

Mirinda King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 94- PG 515

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Dorothy S. Cannon** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

Brenda Hooker

SWORN to before me this 1999  
2nd day of February, 1998.

Mr. Richard King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Richard E. Dodd** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

Tracy Williams

SWORN to before me this  
7th day of June, 1998.

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEEDb 9H- PG 516

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Frances R. Dodd** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Frances R. Dodd*

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

*Maria D. King* (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Andrea Renee Meltan** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

*Andrea Renee Meltan*

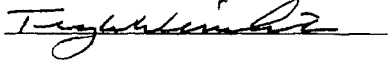
SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

*Maria D. King* (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 9H - PG 517

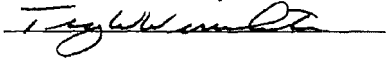
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Mildred Kasch** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.   
Marial King (SEAL)  
Notary F'public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **William A. Corso** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

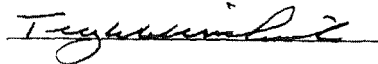
SWORN to before me this  
3<sup>rd</sup> day of June, 1998.   
Marial King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEEDS 94- PG 518

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Jody Corso sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

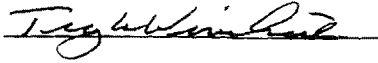


Maria W. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG ) PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Richard F. Poole sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.



Maria W. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 94- PG 519

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Brenda F. Poole** sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3rd day of June, 1998.

Taylor W. Smith

Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )                      PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named **Charles Jackson** sign, seal and as his act and deed deliver the within written Modification and Second Amendment to Declaration of Coven ants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this  
3rd day of June, 1998.

Taylor W. Smith

Maria King (SEAL)  
Notary Pu bli c for South Carolina  
My commission expires: 3-25-2001

DEED 94 - PG 520

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Ann L. Jackson sign, seal and as her act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

Taylor Williams

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Hudson & Associates Construction and Real Estate, Inc. by William Alex Hudson, II, its President sign, seal and as its act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

Taylor Williams

SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

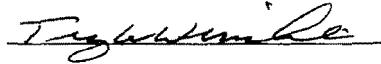
Maria King (SEAL)  
Notary Public for South Carolina  
My commission expires 3-25-2001

DEED 69H - PG 521

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Arbours West Investment Group, Inc. by William Alex Hudson, II, its President sign, seal and as its act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.



SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Wyant Construction, Inc. by George Wyant, Jr. its President sign, seal and as its act and deed deliver the within written Modification and Second Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.



SWORN to before me this  
3<sup>rd</sup> day of June, 1998.

Maria D. King (SEAL)  
Notary Public for South Carolina  
My commission expires: 3-25-2001

DEED 69H - PG 530

STATE OF SOUTH CAROLINA ) THIRD AMENDMENT TO DECLARATION  
 ) OF COVENANTS, CONDITIONS,  
 ) AND RESTRICTIONS  
 COUNTY OF SPARTANBURG ) ARBOURS WEST

RECORDED  
 99 FEB -3 AM 10:28  
 SPARTANBURG

WITNESSETH:

WHEREAS, Arbours West Investment Group, Inc, a South Carolina corporation ("Corporation"), initially was the developer of a residential planned unit development known as "Arbours West", which was to be located in Spartanburg County, South Carolina and to be developed in certain phases; and

WHEREAS, The Corporation initially purchased a tract of land containing approximately 11.15 acres, to be used for the development of Arbours West. The right to add other parcels to become a part of Arbours West for possible future expansion was reserved. See Deed Book 61-V at Page 267, RMC Office for Spartanburg County South Carolina for a description of that property; and

WHEREAS, as a part of the development plan, The Corporation deemed that it was necessary and desirable to place Covenants, Conditions and Restrictions on Arbours West to ensure its orderly development and to benefit The Corporation and future owners; and

WHEREAS, in order to carry out its intentions, The Corporation executed a Declaration of Covenants, Conditions and Restrictions ("Restrictions") for Arbours West which was recorded on September 1, 1994, in Deed Book 61-V at Page 237, RMC Office for Spartanburg County, South Carolina; and

WHEREAS, pursuant to the Restrictions, The Corporation designated itself as the "Declarant" and restricted certain specific property as set forth in the Restrictions. The Corporation had the right to add additional real property to Arbours West (according to its plan for future expansion) and to annex such additional property into the Restrictions by an amendment executed solely by itself, without requiring the approval of concurrence of third parties which would include any owner or owners whatsoever. See paragraphs 1.11, 2.02, 2.03, 2.04, and 2.05 of the Restrictions; and

WHEREAS The Corporation elected to annex additional property to Arbours West consisting of 10.17 acres, more or less, in September 1996. See Deed Book 64-V at Page 301, RMC Office for Spartanburg County, South Carolina for a description on that property; and

WHEREAS, The Corporation wishes to comply with paragraphs 1.11, 2.03, et. seq. of the Restrictions and to amend the Restrictions to include the property described in Exhibit A and as shown on the plat.

WHEREAS, The Corporation has elected to annex additional property to Arbours West

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consisting of 7.52 acres, more or less, which is more fully described in Exhibit A attached and as shown on a plat of Arbours West Phase II, Section 2, by Blackwood Associates, Inc. dated January 4, 1999 ("Plat") and recorded in Plat Book 143 at Page 459 in the said RMC Office.

NOW THEREFORE, in consideration of the premises and under the authority granted to The Corporation pursuant to the Restrictions, Arbours West Investment Group, Inc. does hereby declare as follows:

1. That the Declaration of Covenants, Condition and Restrictions for Arbours West previously recorded in Deed Book 61-V at Page 237, RMC Office for Spartanburg County, South Carolina, is hereby amended to have the original Declaration of Covenants, Conditions and Restrictions for Arbours West apply to and encumber all property as described in Exhibit A and as shown on the Plat.

IN WITNESS WHEREOF, Arbours West Investment Group, Inc. has caused this Amendment to Declaration of Covenants, Conditions and Restrictions to be executed by its President as of the 3rd day of February, 1999

IN THE PRESENCE OF:

[Signature]  
[Signature]

ARBOURS WEST INVESTMENT GROUP, INC.  
[Signature]  
BY: WILLIAM ALEX HUDSON, II  
ITS: PRESIDENT

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF SPARTANBURG)

PROBATE

Personally appeared before me the undersigned witness and made oath that (s)he saw the within named Arbours West Investment Group, Inc. by William A. Hudson, II, its President sign, seal and as its act and deed deliver the within written Amendment to Declaration of Covenants, Conditions and Restrictions that (s)he with the other witness subscribed above witnessed the execution thereof.

[Signature]

SWORN to before me this  
3rd day of February, 1999.

[Signature] (SEAL)  
Notary Public for South Carolina  
My commission expires: 8/24/2000

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## EXHIBIT A

All that certain tract of land located on the east side of Blackstock Road and the north side of Bethlehem Church Road, in the County of Spartanburg, State of South Carolina, and consisting of Seven and 52/100 (7.52) acres, more or less, as shown on a plat prepared for Arbours West Phase II, Section 2, by Blackwood Associates Inc., Engineers, dated and recorded January 4, 1999 in Plat Book 143 at Page 459, in the RMC Office for Spartanburg County, South Carolina. Being described according to said plat as follows:

BEGINNING at a point on Old Georgia Road, corner of property now or formerly of Huckaby (designated as IPF at 250.75) and proceeding along Old Georgia Road S. 57-11-24 W. 74.32 feet to a point; thence S. 57-03-29 W. 113.62 feet to a point along Old Georgia Road; thence S.56-57-08 W. 314.66 feet to a point; thence turning and running N. 34-05-55 W. 330.03 feet to a point; thence S. 86-40-50 W. 135.18 feet to a point on S. C. Highway 215; thence along S.C. Highway 215, N. 3-18-06 W. 38.40 feet to a point; thence turning and running N. 85-36-32 E. 229.10 feet to a point; thence N. 57-45-00 E. 212.39 feet to a point; thence N. 14-04-10 W. 340.11 feet to a point; thence N. 10-16-35 E. 148.21 feet to a point on Rambling Rose Way; thence N. 10-16-35 E. 50.55 feet to a point; thence N. 10-16-35 E. 115.38 feet to a point; thence S. 79-46-45 E. 173.41 feet to a point; thence S. 13-54-30 E. 536.49 feet to a point; thence S. 14-07-13 E. 256.36 feet to the point of beginning.

Reference is hereby made to said plat in aid of description.

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

DEE-2018-59220



DEE BK 122-F PG 25-48

Recorded 24 Pages on 12/28/2018 11:00:26 AM

Recording Fee: \$30.00

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

Arbours West Homeowners Association, INC.

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

1. ARBOURS WEST HOA BYLAWS
2. ARBOURS WEST HOA BOARD  
RESOLUTION 2013-001
3. ARBOURS WEST HOA POOL RULES

Declaration originally recorded in Book 61-V at Page 237

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 Covenants, Conditions and Restrictions Arbours West Subdivision was recorded on September 1, 1994 in the Office of the Register of Deeds for Spartanburg County in Deed Book 61-V at Page 237 (as amended and supplemented, the "**Declaration**"); and

WHEREAS, pursuant to the Declaration, Arbours West Homeowners Association, INC is the Homeowners Association for Arbours West; and

WHEREAS, Arbours West 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, Arbours West Homeowners Association, INC does hereby record the following to comply with the recording requirements of the South Carolina Homeowners Association Act:

1. Bylaws of Arbours West Homeowners Association, Inc., attached as **Exhibit A**
2. Arbours West Homeowners Association, Inc., Board Resolution 2013-001 attached as **Exhibit B**
3. Arbours West Homeowners Association, Inc., Pool Rules attached as **Exhibit C**

IN WITNESS WHEREOF, Arbours West Homeowners Association, INC has by its duly authorized officer set its hand and seal this 27 day of December, 2018.

[SIGNATURE PAGE TO FOLLOW]



## Exhibit A

### THE ARBOURS WEST HOMEOWNERS ASSOCIATION, INC.

#### BY-LAWS

##### ARTICLE I NAME AND LOCATION

The name of this Association shall be "The Arbours West Homeowners Association, Inc.". The principal office of the Association shall be located in the County of Spartanburg, State of South Carolina.

##### ARTICLE II PURPOSE

Section A. The purpose of the Association shall be to provide a collective government form of administration for the Developer (called "Declarant" in the Restrictive Covenants) and Owners of lots in a residential planned unit development known as "Arbours West," located in Spartanburg, South Carolina; to enforce and interpret the provisions of "Arbours West" Restrictive Covenants and rules and regulations enacted by the Association for recreational, social and aesthetic development and maintenance of "Arbours West"; to provide for the acquisition, construction, management, maintenance and care of Association property, including swimming pool, play area, club house, common areas, and other improvements, for the benefit of Owners of residences of residential lots in "Arbours West" to own, manage and control the common areas and the activities of the Owners relating thereto and of all persons using the common areas and all things pertinent to and/or related thereto; to operate as a residential real estate management association, within the meaning of § 528(c)(3) of the Internal Revenue Code of 1986; to assess and collect such membership dues, fees or assessments as shall be necessary for the purpose acquiring, constructing, or providing management, maintenance and care of Association property, for the exclusive benefit of Association members; and to carry out all activities, promulgate all rules and to have all responsibilities and purposes that are given to the Association in the Restrictive Covenants and in these By-Laws.

Section B. The Association is organized exclusively as a "homeowners association" within meaning of § 528(c) of the Internal Revenue Code of 1986.

Section C. The Association shall be solely responsible for the following matters and things within "Arbours West"; provided, however, nothing herein shall prevent the Association from contracting with or employing third parties to carry out such activities, provided all costs of the same shall be borne solely by the Association, and further provided that the acceptance of carrying out these functions by any third person or entity,

including any agency of government, shall not relieve the Association of the ultimate responsibility for the same, such things being namely:

(1) Maintaining, regulating use of and improving all Common Areas, including areas which the Association holds fee title ownership, and easements along streets and roads, and rights-of-way and along boundaries of the Property, which areas exist for the general benefit of all of the Owners. Such maintenance shall include, but shall not be limited to, maintaining and regulating the use of the pool, "play area", club house, and all other improvements, cutting of grass, plantings and maintenance of sidewalks, fences and other improvements, and performance of all of the tasks necessary and desirable to keep such Common Areas neat, attractive and in order;

(2) Establishing rules and regulations and enforcing the same relating to appearance of individual Lots within "Arbours West", including, but not limited to, if the Board of Directors of the Association deems necessary, contracting for trash and garbage pick-up, contracting for basic lawn maintenance for either Common Areas or Owner's property or both, maintaining of uniform street signs, property address numbers, yard lights, and ~~and uniform mail boxes~~ and receptacles;

(3) Enforcing performance of the Restrictive Covenants governing "Arbours West" by the Owners. These Restrictive covenants are entitled "Declaration of Covenants, Conditions and Restrictions Arbours West Subdivision" and were recorded in the Office of Register of Mesne Conveyance for Spartanburg County, South Carolina, in Deed Book 61-V at Page 237-266 on September 1, 1994.

Section D. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in, any political campaign on behalf of any candidate for public office.

### ARTICLE III MEMBERS

Section A. Each and every Owner (other than the Developer) of a residential lot or residence in "Arbours West" residential planned unit development shall, upon acquisition of ownership in a Lot, become a Class A member (as hereinafter defined) of this Association, which membership shall terminate automatically when such Owner ceases to be an Owner (i.e., no longer having an ownership interest of record in a Lot). Membership shall be

appurtenant to and may not be separated from ownership of a Lot. Upon the sale, conveyance, devise or other transfer of any kind of or nature of any Lot, such subsequent transferee shall automatically become a member hereof and likewise the vote appurtenant to the Lot shall automatically pass to the transferee and membership of the transferor shall be immediately terminated, regardless of whether any membership certificate or voting certificate is transferred; provided, however, the Association shall for all purposes be entitled to reply upon the right to membership and voting rights of the person shown as the Owner (and, if appropriate, Voting Owner) of a Lot in its records, until notified of such transfer by delivery of written notice thereof to the Secretary of the Association. The Developer shall be the Class B member (as hereinafter defined) of the Association for the time period provided herein.

Section B. If any Lot shall be owned by more than one (1) Owner, all owners of that Lot shall be members of the Association. In addition, where a Lot is owned by either a husband or wife, his or her non-owning spouse shall likewise be entitled (but shall not be required) to be a Class A member of the Association.

Section C. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section D. The Association shall have two classes Of voting membership:

Class A. Class A members shall be all owners, with the exception of the Developer, 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 of the Association. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

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

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

(b) On December 31, 2010.

ARTICLE IV  
APPLICATION

Section A. All present and future owners, tenants, future tenants, agents, servants, employees, guests, invitees and any other person using the Common Areas or occupying any residential dwelling (a "Residence") upon a Lot located in "Arbours West" are hereby subject to all matters set forth in these By-Laws, and to all rules and regulations which may be promulgated by the Board of Directors on behalf of the Association, and all provisions of the Restrictive Covenants. A mere acquisition or rental of a residence or use of the Common Areas or any facilities of the Association shall signify that these By-Laws and all rules are accepted, ratified and shall be compiled with.

ARTICLE IV  
MEETINGS OF MEMBERS

Section A. Voting. There is hereby assigned to each Lot one (1) vote which shall be voted by the Owner thereof, as provided in the Restrictive Covenants. The Vote so assigned to each Lot may not be split in any fashion. If one person is the Owner of a Lot, he or she shall be entitled to vote such vote. If a Lot is owned by more than one person, the Owner shall designate one of them as the "Voting owner", and shall notify the Association in writing of such designation. In the event a Corporation owns a Lot, the corporation shall designate one agent thereof as entitled to Vote and shall notify the Secretary in writing. In the case of multiple or corporate ownership of a Lot, the vote appurtenant thereto shall not be exercised in the event of a disagreement among such multiple owners, until written designation of the person entitled to vote has been delivered to the Secretary. The person entitled to cast the vote appurtenant to a Lot is herein referred to as the "Voting owner". The designated Voting owner for each Lot shall remain the Voting Owner, entitled to cast the vote for that Lot on all matters to come before the Association for vote, until the secretary receives written notice of change.

Section B. Majority. As used in these By-Laws, the term "Majority of Owners" shall mean those Owners who are Voting Owners entitled to Vote fifty-one (51%) perCent of the total votes appurtenant to all of the Lots of "Arbours West" owned by Owners. Unless otherwise required herein or in the Restrictive Covenants, the affirmative vote of a majority of owners shall be required to adopt any decision affecting the Association.

Section C. Quorum. Except as may be otherwise provided in these By-Laws or in the Restrictive Covenants, the presence in person or by proxy of a majority of Voting Owners shall constitute a quorum. If a quorum is not present at any meeting of the Owners,

a majority of the Owners present may adjourn the meeting from time to time without further notice.

Section D. Proxies. At any meeting of owners, an Owner entitled to vote may vote in person or by proxy executed in writing by the Owner or by his duly authorized attorney-in-fact. Each proxy shall be filed in a form as determined by the Board of Directors with the Secretary at least five (5) days before the appointed time for a regular meeting and at least one (1) day before the appointed time for a special meeting of the Association. No proxy shall be valid after three (3) months from the date of its execution, unless otherwise provided in the proxy.

Section E. Informal Action by Members. Any action required by law to be taken at a meeting of the Owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by two-thirds (2/3) of the Voting Owners entitled to vote with respect to the subject matter thereof.

Section F. Transfer. Membership in the Association is not transferable or assignable (except as the same may be assigned by way of proper proxy). Transfer of an owner's Lot or his interest therein in any fashion shall automatically terminate his membership in the Association and all of his voting rights therein.

#### ARTICLE VI BOARD OF DIRECTORS

Section A. General Powers. The affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall exercise authority in establishing the governing policies of the Association, and shall exercise its power and discharge its duties in good faith with a view to the best interests of the Association. The Board of Directors shall have sole authority to make all decisions concerning the Association, except that neither the Board of Directors or the Association shall be authorized to adopt any measurer which would affect the rights of any mortgagee holding a mortgage upon the property or any Lot, or any common Area or portion thereof, without such mortgagee's written consent. No action may be taken by the Association or the Board of Directors affecting the rights of the Developer granted or reserved pursuant to the Restrictive Covenants if they have not expired at the time of such action, without the Developers written consent. The Board of Directors shall have the right to establish rules and regulations regarding use of any recreational facilities, the common Areas, and to the extent granted by the Restrictive Covenants, the Lots, and to impose penalties for violation thereof. The Board of Directors may establish such committees as may be deemed necessary to assist the Directors in carrying out the mission of the Association.

Section B. Number and Tenure. The Board of Directors shall consist of not less than five (5) nor more than fifteen (15) members, plus any advisory members deemed necessary by the Board. The initial Board of Directors shall be appointed by the Developer and shall consist of five (5) members (who need not be present or future Owners) and who shall serve until the Developer calls a meeting of the Owners, which must be called and held within one (1) year from the date these By-Laws are approved. At the first annual meeting and at each annual meeting thereafter, the Developer shall be entitled to nominate the persons (who need not be Owners) to serve on the Board of Directors, and the Owners shall have the right to select from among them the members of the Board in accordance with and as permitted by the Restrictive Covenants until the Developer no longer has, or has waived the right, to nominate members of the Board. At each regular annual meeting, the Voting Owners shall vote for the number of Directors necessary in sufficient number to fill any vacancies on the Board, and so long as the Developer has the right to and has nominated persons to serve on the Board, the number for which they are entitled to vote; provided, however, there shall be no cumulative voting allowed. The candidates receiving the most votes shall be declared elected as members of the Board to fill the Board positions vacant at that time. Board members shall serve until their successors are elected and qualified. Members of the Board shall serve for a term one (1) year and may be re-elected for two (2) consecutive one-year terms.

Section C. Any Director (other than Directors nominated by the Developer who are not Owners) who shall cease to be an Owner or who shall be delinquent in payment of any assessment shall automatically cease to be a member of the Board of Directors.

Section D. Each Director (other than Directors nominated by the Developer) must be an Owner (or the voting Owner or a corporate owner) in good standing and current in the payment of all assessments and dues.

Section E. Duties. The Board of Directors shall have the following duties and responsibilities:

(1) Transact all Association business and prescribe the rules to the extent granted in the Restrictive Covenants for "Arbours West" and particularly for all Common Areas and facilities therein and property thereof, and appoint such officers, clerks, agents, servants or employees as it may deem necessary in its sole discretion in carrying out such activities, and to fix their duties and compensation.

(2) Annually, after termination of the period described in the Restrictive Covenants during which the Developer shall be liable for shortfalls, set an annual budget and determine the assessments necessary for the operation of the Common Areas.

(3) Fix, impose and collect penalties for violations of these By-Laws and any rules adopted for the Association.

(4) Carry out all other duties and obligations imposed and exercise all rights granted to it by the Restrictive Covenants and by these By-Laws.

Section F. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than these By-Laws immediately after, and at the same place as, the annual meeting of Owners. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

Section G. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place within Spartanburg County, South Carolina as the place for holding any special meeting of the Board called by them.

Section H. Notice. Notice of any special meeting of the Board of Directors shall be given at least ten (10) days prior thereto in writing, in person or by mail to each Director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in an envelope properly addressed with postage prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted nor the purpose of any regular or special meeting of the Board need be specified in the notice or the waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section I. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section J. Manner of Acting. The act of a majority of the members of the entire Board of Directors shall be necessary to pass any resolution or authorize any act of the Association unless a different vote is required herein, in the Restrictive Covenants or by law.

Section K. Vacancies. Any vacancy occurring on the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors may be filled by the majority

vote of a quorum of the members at any regular or special meeting. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section L. Removal. A Director may be removed at any time by a vote of two-thirds (2/3) of all of the Board of Directors, excluding the member to be removed.

Section M. Compensation. Directors as such shall not receive any compensation for their services, but nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

Section N. Informal Action by Directors. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if consent in writing, setting forth the actions so taken, shall be signed by all of the Directors.

#### ARTICLE VII ASSESSMENTS

Section A. Each Owner of any Lot in "Arbours West" (hereinafter referred to as the "The Property"), by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual Assessments or changes;

(2) Special Assessments for Capital Improvements;  
and

(3) Assessments for the fines imposed by the Board of Directors, such Assessments to be established and collected as hereinafter provided. The annual and special Assessments and fines, together with interest, costs and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessment shall not pass to an Owner's successors in title unless expressly assumed by them (but shall continue, unless extinguished as herein provided, as a lien against the Lot).

Section B. The Assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents in the Property and for the

improvement and maintenance of the Common Areas and/or Recreational Areas.

Section C. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be \$600 per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment shall be increased each year not more than 5% of the maximum Assessment for the previous year, without a vote of the membership. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased by more than 5% of the maximum Assessment for the preceding year, by a vote of not less than two-thirds (2/3) of each class of members entitled to vote, at a meeting duly called for such purpose. The Board of Directors may fix the annual Assessments at an amount not in excess of the maximum permissible annual Assessment.

Section D. In addition to the annual Assessments hereinabove authorized, 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 costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such Assessment shall be approved by a vote of not less than two-thirds (2/3) of each class of members entitled to vote at a meeting duly called for such purpose.

Section E. Written notice of any meeting called for the purpose of taking any action under section C or D of this Article VII shall be sent to all Owners and the Developer not less than thirty (30) days nor more than sixty (60) days prior to such meeting. At the first such called meeting, the presence of at least 60% of all members of each class of membership entitled to vote, whether in person or by proxy, shall be required to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the initial meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section E. Both annual and special Assessments shall be fixed at a uniform rate for all Lots and shall be collected on a monthly basis.

Section G. The annual Assessments provided for herein shall commence, as to all Lots, on the day the Owner of the Lot accepted a deed for the Lot; as to all lots of the Developer (when performing as a Builder) or to any Builder the annual assessment shall commence six (6) months from the date of transfer of a Lot to it. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of

Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish within five (5) days of receiving written request a certificate signed by an Officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance. Failure to provide such a certificate within the five (5) day period shall be deemed a waiver of any claim for Assessments previously owed.

Section H. The Board of Directors shall annually, not less than fifteen (15) days prior to the meeting of the Owners, prepare a proposed budget for the ensuing 12-month period to include such sums as it deems necessary and adequate to provide for the expense of maintaining the Common Areas and such other expenses as are deemed necessary or appropriate expenses of the Association. The Board of Directors shall thereafter submit the proposed budget for the ensuing 12 months to the Owners for consideration at the annual meeting. At the annual meeting, a budget for the ensuing 12 months shall be approved by a majority of the Voting owners entitled to vote at such meeting. The Board shall then send notice to all of the Owners of the monthly Assessment payable for the ensuing year, such notice to be provided not less than thirty (30) days prior to the date the first such Assessment becomes due; provided, however, each of the owners shall continue to be liable for and to pay Assessments at the then current rate until notice of the new amount of Assessment is given as provided in this Section.

Section I. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8%) percent per annum or at the highest rate permitted by law, whichever is less. The Association shall have a lien, which will be established as provided in the Restrictive covenants, upon each Lot for payment of all Assessments not paid within thirty (30) days of the due date, in the amount of such unpaid Assessment, together with interest thereon from the due date at the rate of eight (8%) percent per annum, plus late charges and administrative charges, if any, and the costs of collection thereof, including a reasonable attorney's fee. The Association may bring a legal action against the Owner personally obligated to pay the same, or foreclose the lien against his Lot. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or by abandonment of his Lot.

Section J. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. The lien for Assessment also shall be subordinate to any other recorded

mortgage or other lien recorded prior to the time such Assessment (or installment thereof, if payable in installments) became due and payable. Sale or transfer of any Lot shall not effect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section K. The Board of Directors shall have the right to assign any claim and/or lien rights of the Association for the recovery of delinquent Assessments for reasonable value.

Section L. The Developer shall not be subject to any annual, special or other type assessment on any Lots owned by it, except when it is performing as a Builder. When the Developer is performing as a Builder and when any other Builder is so performing on a Lot, they are subject to the same Assessments as charged to any Owner beginning six (6) months from the date of transfer of the Lot to it.

#### ARTICLE VIII OFFICERS

Section A. Officers. The Officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint Assistant Treasurers and Secretaries and such other Officers as it shall deem desirable, such Officers to have the authority to perform the duties prescribed, from time to time, by the Board of Directors. Any two (2) or more offices may be held by the same person except the offices of President and Secretary.

Section B. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors, immediately following the annual meeting of the members, and shall serve for a term of one (1) year. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. Officers shall be eligible for re-election to the same office once.

Section C. Removal. Any Officer elected by the Board of Directors may be removed by a vote of a majority of the entire Board of Directors, whenever in its judgment the best interests of the Association would be served thereby.

Section D. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section E. President. The President shall be the Principal Executive Officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Owners and Of the Board of Directors. He may sign, with the Secretary or any other proper Officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other Officer or Agent of the Association. He shall appoint committees as prescribed by these By-Laws or as may be prescribed by action of the Board of Directors, and shall be an ex-officio member of all committees. The President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section F. Vice-President. In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. He shall assist the President and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.


Section G. Secretary. The Secretary shall attend all meetings of the owners and of the Board of Directors and shall keep the minutes of such meetings in one (1) or more books provided for that purpose, and shall record all votes of such meetings. The Secretary shall keep a current, accurate record of the names and addresses of all Owners, members of the Board of Directors, and Officers, showing when each was elected and the term to be served. The Secretary shall give, or cause to be given, notice of all meetings and special meetings of the Board of Directors, and shall perform such other duties as may be assigned by the President or the Board of Directors. He shall keep in safe custody the seal of the Association, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed, it shall be attested to by his signature or by the signature of the Treasurer. The Secretary, upon approval by the Board, may employ whatever professional secretarial and stenographic personnel or services as are necessary to properly carry out the duties of the office.

Section H. Treasurer. The Treasurer shall have the custody of the Association funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse such funds of the Association as he may be ordered by the Board, taking proper vouchers for such disbursements, and

shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require, an account of all his transactions as Treasurer and of the financial condition of the Association. He shall make a financial report at all regular meetings of the Board and at any other time as may be requested by the Board. He shall present an annual financial report to the Board after the close of the fiscal year listing all receipts and disbursements and make the books available for any audit which may be requested by the Board. If he is required by the Board of Directors, he shall give a bond in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association; and in general, perform all the duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him by the President or by the Board of Directors.

Section I. Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. the Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

#### ARTICLE IX OBLIGATIONS OF OWNERS

Section A. Each owner is obligated to pay all monthly and special Assessments levied or imposed by the Association, for such purposes as are enumerated in the Restrictive Covenants and in these By-Laws; provided, however, during the period of Developer control, no monthly assessment of any owner shall exceed the amount provided and allowed in the Restrictive covenants, unless an increase is agreed to in writing by the Developer and seventy-five (75%) percent of the Voting owners. All assessments shall be paid within fifteen (15) days of the due date. Written notice of the change in any assessment and the date payment is due shall be sent to each Owner at the address given by such Owner to the Secretary of the Association. Assessments may include monthly payments to a general operating reserve in a reserve fund for replacements, and after the period of Developer control, all other things as required or determined by the Voting Owners to be included in the budget. 

Section B. The amount of Assessment levied shall be paid on or before the due date. If not paid within fifteen (15) days of the due date, the amount of such assessment, plus any other charges thereon, including late charges or administrative charges (if the

Board elects to implement the same), plus interest from the due date at the rate of eight (8%) percent per annum, and costs of collection, including reasonable attorney's fees, unless prohibited by law, shall constitute and become a lien on the Owner's Lot. Such lien right shall accrue and be enforceable as provided for in accordance with the terms and provisions of the Restrictive Covenants. The notice of lien which is to be recorded shall state the amount of such delinquent Assessments and such other charges as shall be owed, and shall designate the Lot which has been assessed, and a copy shall be mailed to the Owner thereof. Upon payment of said delinquent Assessments and charges or satisfaction thereof, if notice of lien has been recorded in the public records, the Board shall, within a reasonable time, cause to be delivered to the Owner a notice in recordable form stating the satisfaction of said lien. The priority of the lien shall be as provided in the Restrictive Covenants.

Section C. The lien provided herein may be foreclosed by suit by the Board acting on behalf of the Association in like manner as a mortgage and in accordance with the provisions of the Restrictive Covenants, and in such event, the Association may be a bidder at the foreclosure sale. The Association, through its Board or any duly authorized agent or designee, may file notice of and foreclose such lien and also pursue any other remedy against any Owner owing money to the Association, which is available by law or in equity for the collection of debts.

Section D. Each Lot shall be utilized for residential purposes only, provided, however, such shall not prevent rent or lease by an owner to a lessee or renter exclusively for residential purposes.

Section E. No Owner shall make any structural modifications or alterations to a residence, fence or wall without first obtaining written approval of the Developer, during the period of Developer control, and thereafter the Association, as provided in the Restrictive Covenants.

Section F. No occupant of a residence shall post any advertisements, posters, or signs of any kind in or on the Common Areas or on his Lot, except as shall be authorized by the Board; provided, however, this provision shall not be applicable to the Developer or third parties granted permission by the Developer during the period it is selling residential units. Provided further, that any owner may advertise his or her Lot for sale by using a "For sale" sign so long as such sign is attractive in its appearance and does not exceed the dimensions of two feet by three feet.

Section G. Occupants of residences must use extreme care about making noises or using musical instruments, radios, televisions and/or amplifiers that may disturb occupants of other residences, and in the event an occupant is notified by the Board of Directors

or its duly authorized agent, such occupant shall immediately cease and desist such activity.

Section H. Nothing contained herein shall in any way limit the power of the Association and/or the Board to issue or promulgate rules as they deem necessary or desirable for the use, occupancy and enjoyment of "Arbours West" and the use of the Common Areas by the Owners and/or the occupants of residences. All obligations imposed by the Restrictive Covenants are hereby incorporated by reference as further obligations of the Owners.

Section I. The Board of Directors shall have the right to enter into such agreements with independent third party providers as it deems desirable to provide common services to the owners. Such right shall include, but shall not be limited to, the right to enter into trash and garbage pick-up service contracts and contracting for basic lawn maintenance for either Common Areas or Owner's property or both with third party providers.

Section J. No Owner may cut or clear a tree of a diameter of more than four (4) inches from his or her Lot without first obtaining written approval of the Developer, during the period of Developer control, and thereafter, the Association as provided in the Restrictive Covenants.

Section K. All mail boxes for the Lots shall be uniform.

ARTICLE X  
MORTGAGES

Section A. The Board shall, at the request of any actual or prospective mortgagee or purchaser of a Lot, report within five (5) business days of receiving a request, the amount of any unpaid Assessments which may be due from the Owner of the Lot so mortgaged, to be mortgaged, or to be sold.

ARTICLES XI  
RULES AND REGULATIONS

Section A. The Board of Directors shall be and is hereby empowered to promulgate and adopt such rules from time to time and to amend and alter any rules previously promulgated and adopted as it may, in its sole discretion, determine to be necessary and desirable for the continued maintenance and upkeep, use and enjoyment of any Common Areas, and as necessary for the overall appearance of "Arbours West", and for the health, safety and welfare of occupants of residences. Such rules shall be binding and enforceable upon all Owners, their families, guests, invitees, and/or lessees, and all occupants of residences.

ARTICLE XII  
CONTRACTS, CHECKS, DEPOSITS, AGREEMENTS AND FUNDS

Section A. The Board of Directors may authorize any Officer or Officers or Agent or Agents of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and/or the Owners (if permitted hereunder or in the Restrictive Covenants). Such authority may be general or confined to specific instances.

Section B. All checks, drafts or orders for the payment of notes or other evidences of indebtedness issued in the name of the Association shall be signed by such Officer or Officers, Agent or Agents of the Association in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer (or duly authorized Assistant Treasurer) and by the President (or Vice-President).

Section C. All funds of the Association received by it from or on behalf of the Owners shall be deposited from time to time to the credit of the Association at such banks, insurance companies, trust companies or other depositories as the Board may select or as the circumstances and purposes of such deposits may require; provided, however, all such accounts shall be maintained in an institution deposits in which are insured by the Federal government or an agency thereof.

Section D. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for general purposes or for any of the special purposes of the Association.

ARTICLE XIII  
CERTIFICATES OF MEMBERSHIP

Section A. The Board may provide for the issuance of certificates evidencing membership in the Association of each owner, which certificate shall be in such form as may be determined by the Board. Such certificate shall be signed by the President and by the Secretary and shall be sealed with the seal of the Association. All certificates shall be consecutively numbered. The name and address of each owner and the date of issuance of the certificates shall be entered on the records of the Association. If any certificate becomes lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board may determine.

Section B. Upon purchase of a Lot, a certificate of membership may be issued in the name of the Owner thereof and delivered to him by the Secretary. Such certificate, if so issued, shall be non-transferable and shall be immediately surrendered to the Board upon termination of ownership for any reason. Should an Owner fail

to surrender his certificate upon termination of ownership, such termination shall automatically terminate membership in the Association and such membership certificate shall become null and void.

Section C. Any Owner failing to pay Assessments when due may have his or her membership in the Association suspended by the Board. Any Owner so suspended shall be notified immediately in writing by the Secretary. Suspension of an Owner shall suspend all rights of such Owner to membership in the Association, including the right to notice of membership meetings, to vote at membership meetings, and to use the common Areas and any facilities and improvements owned, maintained or operated by the Association.

#### ARTICLE XIV BOOKS AND RECORDS

Section A. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

#### ARTICLE XV FISCAL YEAR

Section A. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

#### ARTICLE XVI INDEMNIFICATION

Section A. The Association shall have the power, in accordance with South Carolina Code §33-13-180 (1976), to indemnify any person or persons made a party to any suit, action or proceeding, whether civil, criminal, administrative or investigative, including an action by, or brought on behalf of the Association from and against any and all the expenses, liabilities or other matters referred to in or covered by said section, including attorney's fees actually incurred, provided that the person acted in good faith in an official capacity and in a manner not believed to be in opposition to the best interests of the Association. Such power of indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such person. Nothing herein shall be construed to allow for the indemnification of any person or persons serving as director, officer, employee or agent of the Association where the activities or lack thereof which

precipitated the suit, action or proceeding have been judged by the Board of Directors to be negligent, willful, wanton, reckless or violative of criminal or civil law. In the event the Board of Directors elects to indemnify any director, officer, employee or agent of the Association, the Board of Directors shall have the absolute right to select the attorney or attorneys to be employed in the defense of such action.

ARTICLE XVII  
MISCELLANEOUS

Section A. Questions concerning the interpretation of these By-Laws or any rules and regulations adopted by the Board of Directors shall be determined by a vote of a majority of the entire Board of Directors.

Section B. Robert's Rules of Order shall apply in any meeting of the Board and of the Association unless in conflict with these By-Laws, the Restrictive Covenants or provisions of law, in which case these By-Laws, the Restrictive covenants and/or applicable law shall control.

ARTICLE XVIII  
COMPLIANCE

Section A. These By-Laws are intended to comply with the requirements of the Restrictive covenants. In the event any of these By-Laws conflict with the provisions of the Restrictive Covenants, the provisions of the Restrictive Covenants shall apply, unless variances are permitted, in which case the provisions of these By-Laws shall apply.

ARTICLE XIX  
AMENDMENTS TO BY-LAWS

Section A. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a vote of two-thirds (2/3) of the Board of Directors and two-thirds (2/3) of all of the Voting Owners entitled to vote, at any regular or special meeting at which a quorum is present, provided that at least ten (10) days written notice is given to the Owners and to the Board of Directors of the intention to alter, amend or repeal or to adopt new By-Laws at such meeting, and further provided that during the period of Developer control, the Developer consents to such alteration, amendment or repeal.

ARTICLE XX  
DISSOLUTION

Section A. Upon the dissolution of the Association or the winding up of its affairs or other liquidation of its assets, the property and residual assets of the Association, after the payment

of the debts of the Association, shall be conveyed to the Association's successor, or if there is no such successor to the Association, to the Owners (and, if appropriate, to the Developer), with the Owner of each Lot being allotted an equal share.

Approved and ratified as the By-Laws of The Arbours West Homeowners Association, Inc. this 31st day of January, 1995.

THE ARBOURS WEST HOMEOWNERS ASSOCIATION, INC.

By:  (SEAL)  
WILLIAM ALEX HUDSON, II  
President

ATTEST:

 (SEAL)  
WILLIAM A. HUDSON, Secretary

## Exhibit B

### Arbours West Resolution 2013-001

WHEREAS Arbours West has Declarations of Covenants, Conditions and Restrictions recorded in Deed Book 61-V on Page 237 at the Spartanburg County Register of Deeds Office in the State of South Carolina which establishes Arbours West as a Home Owners Association and,

WHEREAS this Declaration requires all owners of the Association to pay the Assessment in accordance with ARTICLE VII of the Declaration and charges the Arbours West Board of Directors with the collection thereof and,

WHEREAS the Arbours West Board of Directors desires to establish a fair and equitable procedure to collect the assessment,

NOW, THEREFORE, BE IT RESOLVED THAT the Arbours West Board of Directors will establish the following collection procedures.

1. The annual assessment shall be collected in 12 equal payments due and payable on the first day of each month.
2. On the 15<sup>th</sup> day of the month or as soon as possible after the 15<sup>th</sup> a reminder notice will be sent to all owners who have not paid the monthly assessment. This reminder notice will notify the owner that the monthly assessment is still unpaid and request that the owner make payment immediately.
3. On the 15<sup>th</sup> day of the following month the assessment will be 45 days past due. As soon as possible after the 15<sup>th</sup> the owner will be notified by mail that the account is now 45 days past due. The owner will be notified by certified mail that Pool and Clubhouse privileges have now been suspended and on the 15<sup>th</sup> of the next month a notice of lien will be filed against the property. This notification will reflect all interest due at that point. This notice will also notify the owner that if payment is not received by the 15<sup>th</sup> of the next month that a notice of lien will be filed with the Spartanburg County Register of Deed's Office.
4. On the 15<sup>th</sup> day of the following month the assessment will be 75 days past due. As soon as possible after the 15<sup>th</sup> the owner will be notified by mail that the account is now 75 days past. This notification will reflect all interest and fees due at that point. This notice will also notify the owner that a notice of lien has been filed with the Spartanburg County Register of Deeds Office. This notice will also notify the owner that if payment is not received by the 15<sup>th</sup> of the next month lawn service to include trimming the shrubberies will be suspended until the account is brought current and legal action will be filed against the owner on behalf of the Association in Spartanburg County Magistrate Court. The result of this action will be a judgment against the owner. The result of this action will be a judgment against the owner.
5. On the 15<sup>th</sup> day of the following month, the assessment will now be 105 days past due. As soon as possible after the 15<sup>th</sup> the manager will file a Summons and Complaint in Spartanburg County Magistrate Court. This action will be undertaken by the manager. The Board understands that although these costs will

Arbours West Resolution 2013-001

be added to the owner's balance the Association is obligated to pay all costs associated with this action. These costs will include but may not be limited to court costs and process service fees.

6. When the account becomes six (6) months past due the Arbours West Board will notify the manager in writing to send a final demand to pay. If the property remains delinquent the matter will be turned over to the Attorneys at McCabe and Trotter to foreclose the lien on the property.

APPROVED:

DATE: December 17, 2013

PRESIDENT: Joni Crowell

SECRETARY: Dianne Walford

**ARBOURS WEST POOL RULES**

Effective June 1, 2012

1. **NO DIVING!** The pool is only 5 feet deep and therefore unsafe for diving.
2. **NO BOISTEROUS BEHAVIOR, NO RUNNING, NO ROUGH PLAY.**
3. **NO FOOD OR DRINKS IN THE POOL.** They are allowed in the fenced area, but remember to take your trash with you and leave the area as you would wish to find it!
4. **NO GLASS ITEMS IN THE POOL OR POOL AREAS! IF GLASS IS FOUND ANYWHERE IN THE POOL AREA DHEC WILL SHUT DOWN THE POOL! BROKEN GLASS IN THE POOL REQUIRES DRAINING AND REFILLING THE POOL WHICH IS EXPENSIVE.**
5. **NO GRILLS** in the fenced area due to liability issues.
6. **NO LIFEGUARD** is on duty at any time; swim at your own risk.
7. **NO PETS** are allowed in the pool, fenced-in area or Clubhouse at any time.
8. **CHILDREN UNDER THE AGE OF 14** are not permitted inside the pool area unless accompanied by a parent or responsible adult over the age of 18.
9. **NO STYROFOAM FLOATS;** particles plug the filtering system which leads to costly repairs and maintenance.
10. **PROPER SWIMMING ATTIRE, PLEASE!!** Cut-off jeans and other frayed clothes are not permitted they may also plug the filtering system.
11. **POOL PARTY HOURS** are 9:00 AM until 8:00 PM. The pool cannot be reserved exclusively for a specific group but must remain open for property owners at all times. Pool and Clubhouse parties must be arranged through the Association. A \$50.00 fee is required for the Clubhouse and will be refunded after the used facilities are cleaned and inspected.
12. **THE POOL IS OPEN 9:00 AM TO 10:30 PM each day.** Please observe these times.
13. **The pool is for the exclusive use of homeowners and their guests. GUESTS MUST BE ACCOMPANIED BY THE ARBOURS WEST RESIDENT.** Because of crowded conditions that may occur, guests should be kept to a minimum.
14. **LOCK THE GATE WHEN ENTERING OR LEAVING.**
15. **KEEP THE VOLUME ON RADIOS OR OTHER LISTENING DEVICES within your listening range!** Others may wish to snooze, read a book or simply may not love your choice of music! Once again, it is a community facility.
16. **FACILITIES ARE NOT TO BE USED BY ANYONE WHO IS DELINQUENT IN ASSESSMENT DUES! NO PAY, NO PLAY!!!!**
17. **NEVER UNDER ANY CIRCUMSTANCES LOAN YOUR FOB TO ANYONE!!** Replacement Fobs are \$25.00 each.

DEE-2026019266

Recorded 3 on 04/29/2026 02:51:44 PM

Recording Fee: \$25.00

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

ASHLEY B. WILLIAMS REGISTER OF DEEDS

BK:DEE 157-M PG:882-884

STATE OF SOUTH CAROLINA  
 COUNTY OF SPARTANBURG

**THE ARBOURS WEST HOMEOWNERS  
 ASSOCIATION, INC.**

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

1. ARBOURS WEST POOL RULES (ADOPTED APRIL 2026)

**CROSS REFERENCE:**

1. *DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ARBOURS WEST SUBDIVISION, RECORDED IN DEED BOOK 61-V AT PAGE 237.*
2. *RECORDING OF DOCUMENTS PURSUANT TO THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT(S.C. CODE ANN. §§ 27-30-110 TO-170), RECORDED IN DEED BOOK 122-F, AT PAGE 25.*

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 Covenants, Conditions, and Restrictions Arbours West Subdivision was recorded on September 1, 1994 in the Office of the Register of Deeds for Spartanburg County in Deed Book 61-V at Page 237 (as amended and supplemented, the “**Declaration**”); and

WHEREAS, pursuant to the Declaration, The Arbours West Homeowners Association, Inc. (the “Association”) is the Homeowners Association for the Arbours West subdivision; and

WHEREAS, the Association recorded the Arbours West Pool Rules as Exhibit “C” to the Recording of Documents Pursuant to the South Carolina Homeowners Association Act (S.C. Code Ann. §§ 27-30-110 to -170) on December 28, 2018 in the Office of the Register of Deeds for Spartanburg County in Deed Book 122-F at Page 25; and

WHEREAS, the Association desires to replace these pool rules with updated pool rules; and

NOW THEREFORE, the Association does hereby record the following pursuant to the South Carolina Homeowners Association Act:

AFTER RECORDING, PLEASE RETURN TO:  
 MCCABE, TROTTER & BEVERLY, PC  
 4500 FORT JACKSON BLVD SUITE 335 COLUMBIA, SC 29209  
 MTB FILE NO.: **018607.00013**



**Exhibit "A"****ARBOURS WEST POOL RULES****Effective April 21, 2026****Pool Hours: 8:00AM to 10:30 PM**

1. NO SMOKING at the pool or clubhouse is allowed.
2. NO DIVING! The pool is only 5 feet deep and therefore unsafe for diving.
3. NO BOISTEROUS BEHAVIOR, NO RUNNING, NO ROUGH PLAY.
4. NO FOOD OR DRINKS IN THE POOL. They are allowed in the fenced area but remember to take your trash with you and leave the area as you would wish to find it!
5. NO GLASS ITEMS IN THE POOL OR POOL AREAS! IF GLASS IS FOUND ANYWHERE IN THE POOL AREA DHEC WILL SHUT DOWN THE POOL! BROKEN GLASS IN THE POOL REQUIRES DRAINING AND REFILLING THE POOL WHICH IS EXPENSIVE.
6. NO GRILLS in the fenced area due to liability issues.
7. NO LIFEGUARD is on duty at any time; swim at your own risk.
8. NO PETS are allowed in the pool, fenced-in area or Clubhouse at any time.
9. CHILDREN UNDER THE AGE OF 14 are not permitted inside the pool area unless accompanied by a parent or responsible adult over the age of 18.
10. NO STYROFOAM FLOATS; particles plug the filtering system which leads to costly repairs and maintenance.
11. PROPER SWIMMING ATTIRE, PLEASE!! Cut-off jeans and other frayed clothes are not permitted they may also plug the filtering system.
12. POOL PARTY HOURS are 9:00 AM until 8:00 PM. The pool cannot be reserved exclusively for a specific group but must always remain open for property owners. Pool and Clubhouse parties must be arranged through the Association. A \$50.00 fee is required for the Clubhouse and will be refunded after the facilities used are cleaned and inspected.
13. The pool is for the exclusive use of homeowners and their guests. GUESTS MUST BE ACCOMPANIED BY THE ARBOURS WEST RESIDENT. Because of crowded conditions that may occur, guests should be kept to a minimum.
14. LOCK THE GATE WHEN ENTERING OR LEAVING.
15. KEEP THE VOLUME ON RADIOS OR OTHER LISTENING DEVICES Within your listening range! Others may wish to snooze, read a book or simply may not love your choice of music! Once again, it is a community facility.
16. FACILITIES ARE NOT TO BE USED BY ANYONE WHO IS DELINQUENT IN ASSESSMENT DUES!
17. NEVER UNDER ANY CIRCUMSTANCES LOAN YOUR FOB TO ANYONE, or you may lose your pool privileges! Replacement Fobs are \$25.00 each.