DEED 71 H PG 140 RECORDED

STATE OF SOUTH CAROLINA 00 JAN 13 PM 3:38 Land Use Restrictions, Protective Covenants and Building Standards for

COUNTY OF SPARTANBURG R.M.C. SPARTANBURG, S.C. **North Harbour**

Whereas, Willowgull, A SC General Partnership hereinafter referred to as Developers, are the owners of a certain tract of land known as **North Harbour Phase I**, located in the County of Spartanburg, State of South Carolina, as shown on a plat prepared by **Joe E. Mitchell, RLS, entitled North Harbour, Section I**, dated **September 29, 1999**, said plat recorded in **Plat Book** 146, **at Page** 605 in the RMC Office for Spartanburg County, South Carolina, and

Whereas, Developers have agreed to establish a general plan of development as herein set out to restrict the use of occupancy of the property for the protection of the property and the future owners thereof,

Now, therefore in consideration of the premises, the Developers agree with any and all persons, firms or corporations hereinafter described that the same shall be and is hereby subject to the following Restrictions, Covenants and Standards relating to the use and occupancy thereof, which are to be construed as Land Use Restrictions, Protective Covenants and Building Standards running with the land comprised of the lots hereinafter described and shall enure to the benefit of and be binding upon the Developers, their successors, assigns and all other persons and parties:

1. The property which is made subject to the conditions set forth herein is more particularly described as Lot 1 and Lots 4 through 35 inclusive as shown on the aforesaid plat. These conditions shall in no way affect or restrict any other property formerly, currently or subsequently owned by Developers unless expressly made subject hereto in writing recorded in the R.M.C. Office for Spartanburg County.

2. The name North Harbour or any similar use of the name North Harbour is the sole and exclusive property of the Developers and cannot be used by any homeowner other than as used for this development, but may be used by the Developers as they see fit.

3. The Developers and their successors herein reserve the right to make modifications to these restrictions as necessary to prevent unreasonable hardship on an individual lot owner. In no case shall the square foot minimum be lowered nor shall a mobile home be permitted on any lot as a dwelling nor shall any lot be used for any purpose other than a single family residential use.

4. The Developers, their successors or any owner of a lot in the subdivision shall have the right to enforce compliance with these provisions by any proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain violation or to recover damages. The cost of such proceeding or action, including but not limited to attorney's fees, shall be at the expense of the owner in violation. Failure to enforce any covenant, restriction or building standard herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

6. The Developers and their successors reserve the right in their sole and uncontrolled discretion to approve or disapprove further subdivision of lots or portions thereof. Any such subdivision, if approved, shall carry the same Land Use Restrictions, Protective Covenants and Building Standards as all other lots in North Harbour.

7. No property owner, without the prior written approval of the Developers or their successors may impose any additional covenants or restrictions on any lots as shown on recorded plat or created by an approved division of same.

8-A. No lot shall be used except for single family residential purposes. All other purposes, agriculture, commercial and others are specifically prohibited. No building shall be constructed, altered or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and one-half (2 1/2) stories in height. No dwelling having less than 2000 square feet of heated area, exclusive of carports, porches, decks, breeze ways, verandahs, garages, etc. shall be constructed on any waterfront lot - particularly lots 15 through 30 inclusive. No dwelling having less than 1800 square feet of heated area, exclusive of carports, porches, decks, basements, breeze ways, verandahs, garages, etc. shall be constructed, erected or placed on any non-waterfront lot - particularly lot 1, lots 4 through 14 and lots 31 through 35 inclusive.

8-B. Any dwelling on any lot that utilizes the area in a finished basement as a portion of the minimum heated area requirement as herein described (either 1800 or 2000 square feet) and is one story in height at ground level must be of a minimum size of 1600 square feet heated area on the first level of the dwelling, the

first level being the ground floor as seen from the street. Any dwelling on any lot over one story in height at ground level must be a minimum of 1200 square feet of heated floorspace on the first level as described.

8-C. All dwellings on all lots must be constructed with a designer shingle roof with a pitch of the main portion of the roof being no less than 9 in 12. The front of all dwellings must face a street and the exterior of the front of the dwelling must be designed and built with a minimum of one half either brick or stone or stucco facing or a combination of the same. The orientation of houses on corner lots will be determined by the Developers or their successors and that determination will be made to maintain an orderly development.

9 - All house plans, building plans, model drawings and / or the like for the intended construction of a dwelling or a swimming pool on any lot must be approved by the Developers or his successors prior to commencement of clearing and/or excavation for construction. Submission of plans must include information relative to the area of placement and orientation of the dwelling and the septic tank or the swimming pool on the lot. No plans or construction calling for exposed concrete block will be approved or permitted. Upon submission of plans to the Developers or their successors, by or on behalf of a property owner, Developers or their successors shall approve, disapprove or recommend changes to plans within 30 days of their submission. Approval, disapproval or recommendation for changes may be made by the Developers or their successors for any purpose including compliance with these covenants, aesthetic reasons, maintenance of an orderly development and/or to preclude the construction of closely similar homes on lots in close proximity. In the event the Developers or their successors have not acted on the properly submitted plans within thirty days of their submission, the plans shall be deemed approved as submitted.

10. No business, industry, trade, occupation or profession open to the general public whether commercial or otherwise, or any obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No lot shall be used for schools, kindergartens, day care centers or churches. There shall not be maintained on any lot any plants, animals, device or thing of any sort the normal activities or existence of which is in any way obnoxious, dangerous, unsightly or unpleasant and/or which may diminish or destroy the enjoyment of property in the neighborhood by the owners thereof. Ordinary household pets are permitted but must not be allowed to roam freely within the development. Swine, goats, poultry, horses, cattle and sheep are specifically excluded. No breeding service intended for the sale of any animal shall be permitted on any lot.

11. No mobile or modular home, tent, barn, tree house, shack, travel trailer or other similar outbuilding or structure shall be placed on any lot at any time for use as a dwelling.

12. No specific time limit is placed on any lot sold for commencement of construction of a dwelling. However, owners of lots within the subdivision, either developed or undeveloped, shall keep the lots in a neat and attractive manner, free of debris and unsightly underbrush, weeds or other unsightly vegetation. Upon commencement of construction of a dwelling on any lot, the owner shall cause final completion of that construction within one year.

13. No buildings shall be constructed or located nearer than 30 feet from the front lot line of any lot as shown on said plat, nor nearer than five (5) feet to any side lot line, nor nearer than ten (10) feet to any rear lot line unless specifically approved by the Developers or their successors prior to construction.

14. Ten (10) feet on each side, front and rear lot line is reserved for utility and drainage easements, but the Developers or their successors reserve the right to cancel this easement if deemed appropriate by the Developers or their successors.

15. All building plans must include and provide for the use of silt fencing and other sedimentation control devices. All lot owners are responsible for erosion of soil from any lot which may run off, collect and settle on the road or drainage areas of the subdivision or inside the contour line of Lake Taylor Blalock.

16. Each Owner shall, at his own expense, carry adequate Hazard and homeowners insurance policies insuring the dwelling and improvements on his lot. In the event a dwelling or any improvement is damaged or destroyed, the owner thereof shall begin repair or reconstruction of the dwelling or improvement which shall be completed in a reasonable time. In the event a dwelling or improvement is damaged or destroyed, and the Owner does not begin repair or reconstruction within forty-five (45) days following the damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition. If he fails to do so, the Developers or their successors may cause the debris to be removed, and the cost of removal shall constitute a lien upon the dwelling or improvement until paid by the Owner.

17. All sewage disposal shall be by septic tank system installed with the approval of the Spartanburg County Health Department or the South Carolina Department of Health and Environmental Control, or by

public main or sewage lines approved by the governing body of such utility if ever made available. All septic systems must be maintained in proper working order at all times.

18. No motor vehicle shall be permitted to stay in the subdivision which does not have a current license plate. No bus, transfer tractor, transfer trailer or tractor trailer combination shall be allowed in the subdivision at any time except for loading and unloading. No other trucks with a total length of over eighteen (18) feet shall be allowed in the subdivision at any time except for loading or unloading. Boats, travel trailers and motor homes shall remain behind the minimum set back lines as designated on said plat and kept in the rear of the primary dwelling.

19. No sign board shall be displayed on any lot except "For Sale" or "For Rent" and such signs shall not be more than 2 x 3 feet in size, excepting the Developers who shall have the right to use additional signs for development of the subdivision in such location and size as they deem appropriate.

20. No TV antenna system or tower for the transmission or receiving of radio or television frequencies shall be erected, placed or maintained on any lot in said subdivision without the expressed, written approval of Developers or their successors. Only small dish satellite systems will be approved provided they are located to the rear of the dwelling.

21. All mailboxes must be of a uniform type approved by the Developers.

22. All electric service shall be underground.

23. No fuel tanks or similar storage receptacles may be exposed to view and shall be installed only within the main dwelling house or unit, within an accessory building, within a screened area or buried underground. All garbage cans or similar receptacles for collection of trash shall be kept hidden from view.

24. Gardens for the production of foods for personal consumption by any lot owner are permitted only to the rear of the primary dwelling and must not be visible from the road.

25. Any fence erected on any lot shall not extend forward toward the street beyond the rear corners of the main dwelling, unless approved by the Developers or their successors in advance of placement.

26. All driveways shall be either asphalt paved or finished concrete and shall be maintained in a good state of repair by the owner of the lot.

27. Nothing in these restrictions shall prevent mortgaging any lot or the passing of title under foreclosure, by deed or will or by intestate laws. The Developers or their successors reserve the right to intervene in any foreclosure that violates or intends to violate the intent of this covenant. Any transfer of title to any lot or portion thereof shall not alter the restrictions placed on any lot or portion thereof.

28. The Land Use Restrictions, Protective Covenants and Building Standards contained herein are to run with the land and shall be binding on all parties and all persons claiming unto the Developers or their successors until December 31, 2020, after which time said restrictions, covenants, and standards shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then owners of the lots in the subdivision has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Homeowners Association

The Developers shall cause to be incorporated under the laws of the State of South Carolina a non-profit corporation called North Harbour Homeowners Association hereinafter referred to as the Association, and the Developers shall deed common areas to the Association. Upon formation of the Association, the following regulations shall apply:

1. Upon its creation, the Association shall become a body independent of the Developers or their successors. The Association shall hold harmless the Developers or their successors for the use, maintenance and liability attributed to lands, properties, rights, covenants and amenities deeded from the Developers or their successors to the Association.

2. The Developers or their successors may at any time, by written document recorded in the R.M.C. Office for Spartanburg County, transfer and assign to the Association any or all rights under these Land Use Restrictions, Protective Covenants and Building Standards as well as any properties, street lights, pool, clubhouse and the like in North Harbour owned, managed or controlled by the Developers or their

successors. The Association shall maintain adequate insurance to protect against the loss of any improvements caused by fire or other casualty and shall maintain grounds liability insurance against loss sustained by persons while on properties controlled by the Association.

3. Every person or entity who is a record owner of any lot which is subject to these Land Use Restrictions, Protective Covenants and Building Standards shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

4. The owner of record of each lot in the subdivision shall be entitled to one (1) vote for each lot owned at any meeting of the Association.

5. Each owner of record of a lot within the subdivision, excepting the Developers or their successors, shall be bound and obligated to contribute prorata toward the expense of administration, maintenance, repair and upkeep of the common areas, street lights, entrance way signs and such reasonable, necessary landscaping as may be determined by the Association, including liability insurance for the common areas.

6. The owner of a lot may not except himself from contributing to such expenses by waiver of the use or enjoyment of the facilities of the subdivision or of any property deeded to the Association, or by waiver of the use of enjoyment of the improvements, facilities and roadways located thereon or by the abandonment of the property belonging to him.

7. Any sums assessed by the Association as the prorata share of expense charged to any owner and which remain unpaid for a period of thirty (30) days or longer shall constitute a lien on such owner's property. Such lien shall be prior to all other liens except the following:

a) Assessments, liens and charges for real estate taxes due and unpaid on the property;
b) All sums unpaid on any deed of trust, mortgage, or other encumbrance duly of record against the property prior to the docketing of the aforesaid lien; or,
c) Any materialman's or mechanics' liens;

8. A lien created by non payment of an owner's prorated share of the assessed expenses may be foreclosed by suit by said Association in like manner as a deed of trust or mortgage of real property, provided, however, a suit to recover a money judgment for unpaid prorata expenses may be maintained without bringing foreclosure proceedings and without waiving the lien securing the same. The cost of either such suit, including but not limited to attorney's fees, shall be borne by the owner who has not paid their prorated share of the assessed expenses.

In witness whereof, the undersigned have caused this instrument to be signed and sealed by its duly authorized partners or agents this 12th day of January, 2000.

Willowgull, A SC General Partnership by:

witness

For Willowgull as General Partner

witness

PROBATE **State of South Carolina** **County of Spartanburg**

Personally appeared before me the undersigned witness and made oath that (s)he saw the partners of the within named Willowgull, A SC General Partnership as indicated above, sign, seal, and as their own acts and deeds deliver the within written Land Use Restrictions, Protective Covenants and Building Standards and that (s)he, with the other witness whose name is subscribed above, witnessed the execution thereof.

Sworn to before me this

12th day of January, 2000

witness SEAL

Notary Public for South Carolina

My Commission Expires: 11/27/2006

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

DEE-2019-490

DEE BK 122-H PG 268-286

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Recording Fee: $25.00
Office of REGISTER OF DEEDS, SPARTANBURG, S.C.
Dorothy Earle, Register Of Deeds

North Harbour Homeowners' Association, INC.

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

1. BYLAWS OF NORTH HARBOUR HOA
2. NORTH HARBOUR CONSTRUCTION RULES AND REGULATIONS
3. NORTH HARBOUR ARCHITECTURAL REVIEW COMMITTEE REQUEST FORM
4. NORTH HARBOUR RULES AND REGULATION FOR MAINTENANCE OF UNDEVELOPED LOTS
5. NORTH HARBOUR POOL RULES
6. NORTH HARBOUR CLUBHOUSE RULES

Declaration originally recorded in Book 71-H at Page 140

WHERAS, 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 Land Use Restrictions, Protective Covenants, and Building Standards For North Harbour was recorded on January 13, 2000 in the Office of the Register of Deeds for Spartanburg County in Deed Book 71-H at Page 140 (as amended and supplemented, the **"Declaration"**); and

WHEREAS, pursuant to the Declaration, North Harbour Homeowners' Association, INC is the Homeowners Association for North Harbour; and

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

1. Bylaws of North Harbour Homeowners' Association, Inc., attached as **Exhibit A**
2. North Harbour Construction Rules and Regulations attached as **Exhibit B**
3. North Harbour Architectural Review Committee Request Form attached as **Exhibit C**
4. North Harbour Rules and Regulations for Maintenance of Undeveloped Lots Attached as **Exhibit D**
5. North Harbour Pool Rules Attached as **Exhibit E**
6. North Harbour Clubhouse Rules Attached as **Exhibit F**

IN WITNESS WHEREOF, North Harbour Homeowners' Association, INC has by its duly authorized officer set its hand and seal this 3 day of Jan, 2019.

SIGNED SEALED AND DELIVERED
in the presence of:

Megan M Blackley
(witness #1)

Kelli W. McGinnis
(witness #2)

North Harbour Homeowners' Association, INC

By: George S Barkman (L.S.)

Print Name: George Barkman

Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGEMENT

I, Tanner C Humphries, Notary Public for the State of South Carolina, do hereby certify that North Harbour Homeowners' Association, INC, by George Barkman, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 3 day of January, 2019.

Tanner C Humphries
Notary Public for South Carolina
My Commission Expires: 7/25/2021

BYLAWS
OF
NORTH HARBOUR HOMEOWNERS' ASSOCIATION

ARTICLE I
NAME AND PURPOSES OF ASSOCIATION

Section 1. Name.

This corporation shall be known as the North Harbour Homeowners' Association, hereinafter called the Association.

Section 2. Purposes.

The purposes of the Association shall be:

- to furnish for its members street lighting and other amenities;
- to promote cooperation among the lot owners, property owners and other persons who may use the facilities of North Harbour Subdivision;
- to manage and control common areas of the Subdivision;
- to provide mutual assistance for its members;
- and to provide improvements within the Subdivision.

ARTICLE II

MEMBERSHIP

Section 1. Membership Defined.

The owner(s) of any lot in North Harbour Subdivision shall become members upon purchase of property in North Harbour Subdivision and payment of Association dues.

Section 2. Membership Nonassignable.

Membership and the rights and privileges of a member shall not be assignable.

Section 3. Vote.

Members may vote at a meeting of the members, either in person or by proxy. Members shall be allowed one vote for each lot owned. If two or more persons or entities are the owners of any one lot, such persons or entities shall be entitled to only one cumulative vote for that lot. The number of votes eligible to be cast shall not exceed the number of lots in

North Harbour Subdivision, as shown on the plat thereof recorded in Plat Book 146 at Page 605, in the Office of the Register of Deeds for Spartanburg County. Members shall be allowed to vote only if they are in good standing. "In good standing" is interpreted as owning property in the Subdivision and dues and/or assessments not being more than 30 days in arrears on any owned property. All references to "member/s" in these Bylaws shall be interpreted to mean "member/s in good standing."

ARTICLE III

GOVERNMENT

Section 1. Board of Directors.

The general management of the affairs of the Association shall be vested in the Board of Directors, who shall be elected as provided in Sections 1 and 2 of Article V of these Bylaws.

Section 2. Officers.

The officers of the Association shall consist of a President, a Vice President, a Secretary, and a Treasurer, selected from the Board of Directors, as provided in Section 3 of Article V of these Bylaws.

Section 3. President as a Committee Member.

The President shall be a member, ex officio, of all committees.

ARTICLE IV

MEETINGS

Section 1. Annual Meeting of Members.

There shall be an annual meeting of members of the Association, normally held in January of each year. The meeting shall be called by the President. Notice of the time and place of the annual meeting shall be communicated to each member at least 30 days in advance by first class prepaid US postage.

Section 2. Special Meetings of Members.

Special meetings of members may be called by the President at any time on his own initiative or by the President or Secretary upon written request of five members to either of those officers. Notice of special meetings where a vote is to be taken shall be communicated as described above for annual meetings. If a meeting is for informational purposes only, notice may be by mail, email, or other appropriate format to each member at least ten days prior to the meeting. Business conducted at any special meeting shall be limited to such items as is specified in the notice of meeting.

Section 3. Quorum for Members' Meetings.

At all meetings of the Association, either regular or special, twenty-five percent (25%) of all members in good standing shall constitute a quorum.

Section 4. Lack of Quorum.

If a quorum is not present for any meeting of the members, no official business may be conducted. The presiding officer may schedule another meeting, announcing the new date and time ten days in advance as provided in Sections 1 and 2 above.

Section 5. Order of Business.

At all meetings of the Association, the order of business shall be as follows:

(a) Reading of minutes of immediate prior meeting for information and approval;
(b) Reports of officers;
(c) Reports of committees;
(d) Election of directors (at annual meetings or as necessary);
(d) Unfinished business;
(e) New business;

When necessary, business shall be conducted in accordance with the most recent version of Robert's Rules of Order.

Section 6. Meetings of Board.

Meetings of the Board of Directors shall be called by the President on his own initiative, or by the Secretary upon request of any two members of the Board of Directors. Notice of

meetings of the Board shall be communicated by email and/or telephone at least five days in advance to all directors.

Section 7. Quorum for Board Meeting.

One half of the Board of Directors shall constitute a quorum.

ARTICLE V

ELECTION OF DIRECTORS AND OFFICERS

Section 1. Number and Terms of Directors.

The Board shall consist of up to seven directors who serve three-year terms. (For the purpose of continuity, all seven directors elected to serve beginning with the year 2013 shall serve staggered terms, with two directors serving one year, three directors serving two years, and two serving three years. As those terms expire, the directors elected to replace them shall serve three-year terms.)

Section 2. Election of Directors.

The directors of the Association shall be elected at the annual meeting. The President shall call for nominations or volunteers for directors in the notice of the annual meeting. Any member may volunteer as a candidate for director prior to or during the annual meeting, and candidate(s) may be nominated from the floor. Any candidate nominated from the floor must be present and accept such nomination. All members of the Association who are present and in good standing shall be entitled to vote. Votes shall be cast by secret ballot. If the number of candidates is equal to the number of positions to be elected, then a vote shall be taken for each candidate. Each candidate must receive a majority of the votes cast in order to be elected. If the number of candidates exceeds the number of positions available, then a vote shall be taken with all candidates on the ballot, and the candidate who receives the most votes shall be declared elected for the first available position. Subsequent votes shall be taken for each position available in the same manner until all available positions have been filled.

Section 3. Election of Officers.

The Board of Directors shall elect from among their number a President, a Vice President, a Secretary, and a Treasurer. The meeting of the Board of Directors to elect officers shall be held

within one month following the annual meeting of members. Officers elected shall hold office until new officers are elected to replace them.

ARTICLE VI

VACANCIES IN OFFICE

If a vacancy occurs among the officers or in the Board of Directors, the vacancy shall be filled for the unexpired term by the Board of Directors by appointment or by a majority vote if more than one candidate is available.

ARTICLE VII

DUTIES OF OFFICE

Section 1. President.

The President shall preside at all meetings of the Association and of the Board of Directors and shall appoint such committees as the President or the Association shall consider expedient or necessary.

Section 2. Vice President.

In the absence of the President, the Vice President shall perform the duties of the President; in the absence of both the President and Vice President, the Treasurer shall assume the duties of the President.

Section 3. Secretary.

The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors. The Secretary or the management firm shall communicate to the members all notices for meetings of the Association or the Board of Directors, and the Secretary shall perform

such other duties as may be required by the Bylaws, the President, or the Board of Directors.

Section 4. Treasurer.

The Treasurer shall work closely with the Association's management firm by reviewing and verifying monthly income and expense reports; shall submit monthly reports to the Board; and shall submit an annual report to the membership at each annual meeting.

Section 5. Execution of Instruments.

The President and the Secretary or the Treasurer shall sign all leases, contracts, or other instruments as approved by the Board.

ARTICLE VIII

DUTIES AND POWERS OF BOARD OF DIRECTORS

Section 1. Management of Association.

The Board of Directors shall have general responsibility for the affairs, funds, and property of the Association. It shall be the Board's duty to carry out the purposes of the Association according to its Articles of Incorporation and Bylaws; to determine whether the conduct of any member is detrimental to the welfare of the Association; and to appropriately address such misconduct or any violation of the Bylaws or rules.

The Board may arrange for the services of a management firm to handle the day-to-day finances and such other matters as the Board may determine.

Section 2. Rule-Making.

The Board of Directors may make rules for the conduct of members and their guests and the use of Association property. Any such rules must be consistent with the Association Bylaws, covenants and restrictions.

Section 3. Appointment of Committees and Expenditure of Funds.

The President or Board of Directors may appoint such committees as it deems necessary; the Board may approve such expenditures of funds as it deems necessary or advisable.

Section 4. No Authority to Impose Liability on Members.

The Board of Directors shall not impose any liability or levy any assessment upon the members of the Association. The Board may, however, recommend special assessments for approval of the general membership as deemed necessary. The Board of Directors may on behalf of the Association enforce and/or collect the lien provided for in the Land Use Restrictions, Protective Covenants and Building Standards recorded in Deed Book 71-Plat Page 140, RO.D. Office for Spartanburg County, or may direct the appropriate officer(s) or management firm of the Association to do so.

ARTICLE IX

COMPENSATION OF DIRECTORS AND OFFICERS

Neither the officers, directors, nor members serving on committees shall receive any salary or compensation for services rendered to the Association.

ARTICLE X

DUES

Section 1. Annual Dues.

The annual dues for the Association shall be per calendar year, and shall remain the same for each year unless the Board recommends a change and the change is approved by majority vote of the membership at an annual or special meeting of the Association. Dues are to be assessed for each lot owned in the Subdivision.

Section 2. Time for Payment of Dues.

The annual dues shall be payable by all members on or before January 1 of each year, and shall be paid to the management firm. Any account that becomes 30 days past due may result in a lien being placed on the property. If necessary, members may request special arrangements with the management firm to extend the grace period until March 15 of each year.

Section 3. Loss of Privileges.

Any member whose dues remain unpaid after the grace period shall not be entitled to the use of any properties or facilities owned by or under lease or contract by the Association and the members of the family and guests of all such unpaid members shall be barred from such privileges. In addition, any member whose dues are unpaid may not vote at Association meetings.

ARTICLE XI

RULES AND REGULATIONS FOR MEMBERS AND GUESTS

Section 1. Right of Guest(s) to Use Facilities.

No person except a member of the Association, and the family of such member, and the guests of such member, shall use any properties or facilities owned, leased, or contracted for by the Association for any purpose whatever.

Section 2. Definition of "Family."

As used in these Bylaws, Rules, and Regulations, the term "family" shall include only persons within the third degree of relationship either to the member or to his or her spouse.

Section 3. Definition of "Guest."

Within the meaning of the foregoing, the term "guest" of a member shall include only persons actually visiting with a member upon his property located at North Harbour Subdivision.

Section4. Additional Rules and Regulations.

The Board of Directors may establish and enforce any and all additional rules and regulations deemed advisable and necessary.

Section 5. Upon Whom Binding.

Each and every member of the Association, his family, and guests, shall be bound by and abide by these Bylaws, Rules and Regulations.

ARTICLE XII

NOTICES

All notices to members shall be communicated by mail, email, or other appropriate means to their addresses as given on the books of the Association, and such notice shall constitute presumptive evidence of service thereof. Notice of annual meetings and other meetings of the general membership where a vote is to be taken must be communicated at least 30 days in advance by first class US postage, prepaid.

ARTICLE XIII

AMENDMENTS

These Bylaws may be amended only by a majority vote of the members who are in good standing and present at a regular or special meeting of the Association, provided notice of the proposed amendment(s) has/have been stated in the call for the meeting.

APPROVED BY THE MEMBERSHIP:

DATE: January 29, 2013

PRESIDENT: _____

SECRETARY: _____

Exhibit B

North Harbour Construction
Rules and Regulations

Notice to Applicants

The attached Construction Application, Erosion Control Policy, Construction Procedures and Special Conditions must be completed and submitted along with a plot plan and a complete set of building plans. The Architectural Review Committee meets randomly; therefore, you should anticipate two (2) weeks for approval. The committee may need to contact you for additional information so be certain they have a phone number where you can be reached. Either someone from the committee or Hinson Management will contact you when the committee has made a decision. The plans will be returned to the office of Hinson Management, Inc. after the committee has finished its work.

NORTH HARBOUR SUBDIVISION
CONSTRUCTION APPLICATION

The Architectural Review Committee (ARC) for North Harbour is delighted to know that you have decided to construct a home at North Harbour. In an effort to assist us with the approval of you construction plans, we would ask that you furnish the following information:

Applicant/Owner Name _____

Mailing Address _____

Home Phone _____ Work Phone _____

E-Mail _____ Fax #_____

Contractor's Name _____ Phone _____

Lot # and Street Address _____

Expected Start Date _____

Full set of building plans to include the following information:

- Elevation Drawings
- Drawing of house location on lot
- Drawing of detached garage on lot, if applicable
- If brick, company and color
- If stucco, color
- Color of roof shingles
- Landscape plan

Please send the above information to Hinson Management, Inc. at least thirty (30) days prior to the start of construction. You should allow approximately two (2) weeks for approval.

Hinson Management, Inc.
PO Box 160207
Boiling Springs, SC 29316
Phone 864-599-9019

NORTH HARBOUR EROSION CONTROL POLICY
CONSTRUCTION PROCEDURES

1. A silt fence must be installed and approved by the North Harbour Architectural Review Committee prior to any grading or construction on your lot.

2. All clearing and grading should be confined to your lot and all debris (i.e. stumps, trees, ect.) should be removed before construction begins.

3. One entrance to your home site should be selected and covered with gravel. This entrance should be used for all loading and deliveries to protect the street and property around your home site. Damage to any street, curb, gutter or sidewalk occurring during construction shall be promptly repaired by the owner at the owner's expense.

4. The street at your site must be kept clean at all times. Restricting parking to the streets and all deliveries to the gravel should keep streets free of mud.

5. All home sites must have a dumpster to keep the property clean. It should be emptied as needed to keep debris from blowing onto other lots.

6. Any work deemed necessary by the Architectural Review Committee such as silt removal or trash cleanup will be done as needed and billed to the owner.

7. All requests for information and assistance should be directed to the Architectural Review Committee through Hinson Management, Inc.

8. Portable restroom facilities must be available on all construction sites.

I have received a copy of the Construction Procedures and agree to comply with them.

I understand that it is my responsibility to insure that my builder maintains the job site to the satisfaction of the Architectural Review Committee.

I understand that I will be billed for any cost incurred by the Architectural Review Committee in attempting to bring my building site into compliance with the above policy.

Architectural Review Committee	Date
Owner	Builder
Address	Address
Address	Address
Phone	Phone

NORTH HARBOUR SUBDIVISION
APPROVAL OF BUILDING PLANS - SPECIAL CONDITIONS

- No building or structure, whether it be the dwelling, garage, fence or driveway, shall be erected, placed or altered on any lot until the building plans, elevations, location and specifications have been approved, in writing, by the Architectural Review Committee. If such shall not be approved or disapproved within thirty (30) days after being submitted, then such approval shall not be required, provided, however, the design and location of the proposed construction shall conform to the specific building requirements stated herein and otherwise be in harmony with the existing structures in the subdivision. Any proposed building must be built as a permanent structure and be designed in harmony with the main dwelling. Disapproval of plans, elevations, location or specifications may be based purely upon aesthetic reasons in the sole discretion of the Architectural Review Committee.

- The completion of improvements upon a lot shall include the landscaping of the yard, including sodding or grassing, and the planting of shrubs and/or decorative plants or bushes along the front elevation of the dwelling.

- The front elevation of the dwelling house foundation must be a minimum of eighteen inches (18") above the finished grade of the front yard.

- The minimum pitch for the roof of each dwelling or other approved structure shall be 9/12 and shall be covered with architectural style fiberglass shingles.

- All garages must have a door installed.

BUILDING MATERIALS: Exterior finishes to be brick, stone, stucco, wood and other Materials as outlined in the lot restrictions applicable to North Harbour. Any other material must be approved by the Architectural Review Committee. Concrete blocks, cement blocks or other concrete walls shall not be used in the construction of any building, garage, or hobby-type/storage building unless the exterior of same is faced with brick, stone, stucco, or some other material approved by the Architectural Review Committee. No asbestos shingles or asbestos siding shall be used for the exterior of any dwelling or other structure.

Exhibit C

Hinson Management, Inc.
michelle@hinsonmanagement.com
8499 Valley Falls Road (physical address)
P.O. Box 160207 (mailing address)
Boiling Springs, SC 29316
Phone: 864-599-9019 Fax: 864-599-9029

Hinson office use only:
_____ Received
_____ Sent to BOD
_____ Approved or Denied

North Harbor Architectural Committee Request

Homeowner: _____

	Property Address:	**Mailing Address:**
Address:	_____	_____
City, State, Zip:	_____	_____
Contact #:	(H)_____ (W)_____	(M)_____
Email Address:	_____	

Category of Improvement (check one or more)

_____ Landscaping _____ Addition _____ Driveway/Parking
_____ Fence/Wall _____ Patio/Screen Porch _____ Other_____
_____ Satellite Dish _____ Out Building

Checklist/Items ARC will need to proceed: (Please refer to covenants and restrictions regarding your request)
_____Site plan (included in your closing documents)
_____Indicate location of exterior improvements on site plan
_____Grading/Landscaping Plan
_____Include photo, brochure, or sketch of improvement
_____Clear, concise written description (Attach separate sheet)
_____Material listing (including colors, etc
_____Fence: _____ **Height** _____ **Style** _____ **Color**

It is the responsibility of each owner to install all approved fencing in a manner that ensures an adequate distance for future maintenance of said fencing and also the entire property from the fence line to the property line. It is also the property owner's responsibility to obtain permission to attach to a neighboring fence if applicable.

Contractor: _____ Phone: _____

ARC requests will not be accepted for review without the required site plan and improvement specifications. The applicant understands that by completing this form he/she agrees to all guidelines set forth by the architectural review committee and all decisions are final. It is understood that the applicant is responsible to comply with all Federal, State, County, and Local codes. It is the applicant's responsibility to locate all easements, utilities, and property lines. Approval is void if improvement is not started within ninety (90) days from the approval date. Standards of the neighborhood's governing documents apply to completion guidelines. Response to request within 30 days – Items submitted to the committee will not be returned.

Property Owner's Signature: _____ Date _____

For Board or Committee Use only Please

APPROVED: _____ Date _____
(or)
DENIED: _____ Date _____

Notes: _____

_____

_____

North Harbour Rules and Regulations for

Maintenance of Undeveloped Lots

All North Harbour owners, including those who own undeveloped lots, are required to maintain their properties in a neat and attractive manner, free of debris and unsightly underbrush, weeds or other unsightly vegetation.

The HOA will schedule mowing of undeveloped lots a minimum of three times a year. Lot owners will be notified of the mowing dates and have the opportunity to personally mow the lots.

If a lot is not mowed on a scheduled mowing date, the HOA will have it mowed and send the bill to the lot owner. Lot owners will be responsible for immediate payment of the mowing costs.

North Harbour Pool Rules

May1 - Sept. 30 Open 9 AM until sunset.

Swim at your own risk. No lifeguard is on duty.
NO DIVING. NO SOLO SWIMMING.

Guests must be accompanied by an owner. Owners are fully responsible for the safety and behavior of their guests. Do not allow anyone into pool area that does not have the code.

Children under age 17 must be accompanied by an adult.

No animals allowed in pool or inside pool fence. No running or boisterous play.
No glass containers. No grills.

Persons with communicable disease or skin/eye/ear/nasal infections may not use the pool.
No spitting or other body fluids in pool.
Swim diapers are required on children who are not potty trained.

Persons under the influence of alcohol or drugs are NOT allowed in the pool or pool area.

Please keep bathroom and clubhouse doors closed to save on cooling costs.

Pool will not be closed to other residents during parties.
Pool telephone is for 911 and is restricted to short local calls only.

Before you leave the pool area, PLEASE clean up after yourself.

Always dispose of personal trash in provided receptacles,
remove all personal belongings, close umbrellas, turn off fans,
and make sure gate is closed securely behind you

Only members in good standing with the Association will have pool privileges.
Violation of pool rules may result in loss of pool privilege.

This pool is private property.
Please call Sheriff's Office at 864-596-2222 to report trespassers.

To reserve the clubhouse (does not close the pool to other owners) contact the NHHOA pool representative provided to members yearly with

Exhibit F

North Harbour Clubhouse Rules

1. The pool will be open for homeowners during all scheduled clubhouse events with the exception of events scheduled by the officers of the association for the homeowners.

2. The clubhouse will not be used for business purposes for profit organizations or individuals.

3. The NHHOA representative will maintain a schedule of events for the pool and clubhouse.

4. Anyone scheduling events will check with the NHHOA representative for open dates.

5. The Homeowners representative will maintain the name and telephone number of the homeowner scheduling the event.

6 . The representative will verify the times with their schedule and approve the scheduled times when it conforms to the schedule.

8. Homeowners scheduling the pool or clubhouse are required to clean the clubhouse or pool area after using.

9. No tape, pins, etc should be attached to the clubhouse wall during the event.

10. The homeowner representative's schedule is the master and will clarify any disputes.

11. The Pool Chairperson will be the NHHOA representative for clubhouse and pool scheduling.