

STATE OF SOUTH CAROLINA ) DECLARATION OF COVENANTS  
 ) AND RESTRICTIONS FOR  
COUNTY OF SPARTANBURG ) SHANA LYNN SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made this 5 day of September, 2017, by the undersigned Niemitalo, Inc., (hereinafter referred to as "Owner" and/or "Developer") of Spartanburg County, South Carolina, applicable to all the numbered lots 1-39 shown on plat of Shana Lynn Subdivision, prepared by Brandon R. Souther, dated December 29, 2014, to be recorded in the Register of Deeds for Spartanburg County, South Carolina.

WITNESSETH

WHEREAS, the Owner of the Real Property, which is the subject of this Declaration, wishes to provide for a quality residential neighborhood thereon with the following objectives, to-wit:

- A. To promote the construction of architecturally custom designed single family residences and appurtenances with quality materials and workmanship harmonious with the environment and with each other; and
- B. To attract permanent homeowners; and
- C. To provide privacy and security to homeowners in a spacious natural environment; and
- D. To enhance the value of investments made by the purchasers therein; and
- E. To secure to each lot owner the full benefit and enjoyment of his/her home; and

WHEREAS, the Owner deems it desirable to create an agency to which should be delegated and assigned the powers of maintaining and administering common facilities and administering and enforcing the Covenants and Restrictions and collecting and disbursing the assessments and charges hereinafter created and in incorporating under the laws of the State of South Carolina, as a non-profit corporation, Shana Lynn Homeowners Association, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, for and in consideration of the above objectives and in further consideration of the mutual covenants, herein created for the benefit of Owners, their heirs and assigns, and the future homeowners of numbered lots, Owners hereby declare, create and impose the following covenants, restrictions, easement and assessments, reservations and servitudes which are hereby covenants running with the land in for the periods set forth below.

DEE-2017-42293



DEE BK 116-Z PG 193-202

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Recording Fee: \$16.00

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

ARTICLE I - SUBJECT PROPERTY

All numbered lots shown on the aforementioned plat of Shana Lynn shall be held, transferred, sold, conveyed and occupied subject to the Declaration of Covenants and Restrictions contained herein.

ARTICLE II - USES PERMITTED AND PROHIBITED

2.1 Single Family. All parcels or tracts shall be used exclusively for single-family residential dwellings, and incidental residential uses. No modular or mobile homes or trailers shall be allowed on any lot, except on a temporary basis during construction of a conventional residence.

2.2 Recreational Vehicles. Any camping trailer, boat, motorcycle, motor bicycle and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be parked to the rear of the dwelling or completely within the garage and shall not be parked in the front or side thereof. Such equipment shall at all times be neatly stored and positioned to be inconspicuous.

Any motor scooter, ATV, motorcycle, go-cart, or similar vehicle, must be operated on the owner's property. Roads shall be used only for purposes of ingress and egress, and no racing or recreational driving shall be permitted.

2.3 Disabled Vehicles, Etc. Any disabled or wrecked vehicle, and/or similar equipment or vehicles shall at all times be parked completely within a garage and shall at all times be neatly stored and positioned to be inconspicuous.

2.4 Tree Houses, Storage Sheds and Other Buildings. Tree houses, play houses, storage sheds, greenhouses, cabanas, swimming pools, barns or other outbuildings or structures shall be erected at the rear of the lot. The design, specifications (including construction materials) and location of such improvements must be approved in writing by Owner/Developer prior to the construction of such improvements.

2.5 Walls, Fences and Hedges.

(A) The design specifications (including construction materials) and location of any walls, fences or hedges must be approved in writing by Owner/Developer prior to the construction or making of such improvements.

(B) No wall, fence or hedge shall be erected closer to front of said lot than the mid-point of the side wall of the dwelling.

2.6 Signs Prohibited. No billboards or advertising signs of any kind shall be displayed or erected on the real property, with the exception of neatly displayed 18" x 24" real estate "For Sale" signs. No part of any structure shall be used for the purpose of renting a room or rooms

therein. No duplex residences, garage apartments, or apartment houses shall be erected or permitted to remain on any parcel.

2.7 Animals. Only common household pets in a reasonable number shall be allowed on any lot. No animals of any kind shall be bred, raised or housed for commercial purposes. No animal shall be allowed to become a nuisance to other residents.

2.8 Fuel Tanks. All fuel oil or containers shall be covered so as not to detract from the property, or buried underground consistent with normal safety precautions.

2.9 Refuse and Refuse Containers. No lot owner will engage in any activity which will result in the deposit or accumulation of trash, refuse, debris or other objectionable matter. Garbage, trash cans, firewood and clothes drying lines must be so located that they will not be visible from the street.

2.10 Transmitting and Receiving Devices. No tower, television antenna or other antennas, including satellite dishes, shall be erected on the front portion of a lot and must be located at the rear of the dwelling in a manner which will afford maximum screening from traffic on the street.

2.11 Parking. Residents of lots shall not be allowed to park vehicles on the streets or roads except in emergencies. Unless otherwise posted, on-street parking shall be allowed to visitors and guest of the owners of lots for short durations.

2.12 Re-cutting of Lots. No lots shall be re-cut to a smaller size, except that nothing herein shall be constructed to prohibit the use of one lot and a portion of another lot as a single residential building site, provided that said tracts, when so formed, would otherwise meet the requirements as contained herein as to lot size and setback limitations.

2.13 Setback Lines. No building or residence shall be erected on any lot nearer the front, side or rear property lines than specified on the subdivision plat.

2.14 Minimum Areas. The residences in this subdivision must have a minimum heated floor space of at least 1600 square feet for a single-story house and 2000 square feet for a two-story house.

2.15 Quality and Approval of Improvements. All buildings shall be constructed with high quality materials and workmanship to insure that no dwelling shall present an unsightly appearance. The design, specifications (including construction materials) and location of such improvements must be approved in writing by Owner/Developer prior to the construction of such improvements.

2.16 Garages. To protect and enhance the appearance of the community, all garage doors will be kept closed except for in use or moving automobiles and other items to and from the garage.

2.17 Concrete Blocks. No concrete blocks shall be used in the construction of any building or structure on any numbered tract which may be visible from the exterior after grading has been complete.

2.18 Maintenance of Property. Lot owners shall maintain his or her lot and improvements thereon so that such lot continues to have a neat and attractive appearance. Such maintenance to include, but is not limited to, routinely mowing/cutting grass on such lot, landscaping such lot and maintaining such landscaping, and making necessary repairs to and preserving the appearance of any improvements located on such lot.

2.19 Amendments. The terms and conditions of this instrument may be amended or changed only upon written agreement of then owners owning at least three-fourths (3/4) of the lots in Shana Lynn. Notwithstanding anything herein to the contrary, the Owner/Developer, its successors and assigns, reserves the right to waive, modify or change in writing, any of the terms hereof with respect to the application thereof to a lot based upon special, unique or unusual circumstances, but no such waiver, modification or change shall substantially affect the overall plan of development.

2.20 Annexation. The Owner/Developer herein reserve the right to annex any property labeled as future development on the aforementioned survey into these restrictions by recorded an amendment doing so in the ROD for Spartanburg County.

### ARTICLE III - EASEMENTS

The Owner/Developer reserves easements for themselves and for the benefit of any public authorities and utility companies to which they may choose to grant such easements, over and through all areas designated as roads, streets, walkways, and such additional portions of the property as may be necessary in order to provide water, sewerage, power, gas, television cable, surface water drainage and other utility and common services to owners or any portion of the property including, without limitation, all areas designated as such by broken lines on the initial plat. All numbered lots within the property are also subject to an access, drainage, and utility easement five feet in width along and inside all property lines.

The easements reserved to Owner/Developer above, and the easements which they have granted and shall grant to appropriate public authorities and utilities, shall include the right to go upon, over, across, and under any area of the property for ingress, egress, erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains, gas lines, and other suitable equipment, television cable, gas, water, sewer, and other public conveniences and utilities. Said easement shall also allow Owner/Developer or any appropriate utility or other authority to cut drainways for surface water wherever and whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance. Said easements include right to cut any trees, bushes, or shrubbery, and to make any grading of the soil or take similar actions reasonably necessary to provide safe and effective utility installation and maintenance.

The easements and right-of-ways granted in this Section may be enjoyed and utilized by all parties to whom such easements and right-of-ways are granted, and to their assignees, lessees, guests, invitees and licensees. Nothing contained herein shall prevent Owner/Developer from dedicating to any public authorities said areas which shall be governed by applicable laws and regulations, and they shall have no further responsibility for maintenance or upkeep of the areas so dedicated, except as may be required by such applicable law.

ARTICLE IV - PROPERTY RIGHTS IN THE COMMON PROPERTIES

The Owner/Developer may retain the legal title to the common properties until such time as it has completed improvements thereon and until such time as, in the sole discretion of the Owner/Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Owner/Developer hereby covenants, for itself, its successors and assigns, that it shall convey all of its right, title and interest in the common properties to the Association not later than December 31, 2018, and the Association shall accept title to any such common properties so conveyed and shall, thereafter, be responsible for maintaining such common properties. Such common properties shall include, but not necessarily be limited to, the detention pond.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

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

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

Class A. Class A members shall be all those owners of lots in the Subdivision other than Niemitalo, Inc. Class A members shall be entitled to one (1) vote for each lot in which they hold the interests required for membership by Section 5.1. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such lot.

Class B. Class B member shall be Niemitalo, Inc. 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 Class A membership equal the total votes outstanding in Class B membership; or

(b) December 31, 2018.

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS

6.1 Creation of Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed to a lot within Shana Lynn Subdivision, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association

- (1) An Initiation Fee of \$100.00; and
- (2) Annual assessments or charges beginning at \$150.00 per year; and
- (3) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as such interest thereon and cost of collection thereof as hereinafter provided, which shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

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

- (1) For the payment of expenses related to the upkeep, maintenance and replacement of signs within Shana Lynn Subdivision identifying the subdivision, containing street names or other safety signs, if any.
- (2) For the payment of services for any street lighting undertaken and accepted by the Association.
- (3) Expenses for the maintenance and upkeep of the detention pond, and any other common properties, easements and/or landscape areas, including areas designated for sign easements.
- (4) For any other purpose, cost or expense reasonably related to the performance of any duty or responsibility of the Association as determined by the Board of Directors of said Association in accordance with the By-laws and these restrictions.

6.3 Basis and Maximum of Annual Assessments. For the year beginning January 1, 2016, the annual assessment may be adjusted by vote of the Members as herein provided. The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the actual assessment for any year at a lesser amount. Lots owned by Niemitalo, Inc. shall be exempt from annual assessments. Lots owned by builders shall be exempt until such time as a dwelling shall have been constructed thereon. Such exemption shall not affect

the Developer's voting rights in the Association.

6.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the consent of three-fourths (3/4) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6.5 Change in Basis and Maximum of Annual Assessments. Such to the limitations in Article 6.3 above, and the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Article 6.3 hereof prospectively for any such period provided that any such shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6.6 Quorum for Any Action Authorized Under Sections 6.4 and 6.5. The quorum required for any action respecting assessments authorized by Sections 6.4 and 6.5 hereof shall be the number of Members present at a meeting duly called and convened pursuant to Sections 6.4 and 6.5 hereof.

6.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on January 1 of each year. The annual assessments provided for herein shall begin and become due and payable January 1, 2016, and on January 1 of each year thereafter. Prior to January 1, 2016, the Developer agrees to maintain the Common Properties in a good state of repair and operation. The due date of any special assessment under Article 6.4 hereof shall be fixed in the resolution authorizing such assessment

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

6.9 Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 6.7 above), then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his

heirs, devisees, Personal Representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period, but such personal obligation shall not pass to his successors in title unless expressly assumed by them. Such successors in title do, however, take the title subject to any outstanding lien for assessments. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency date at the rate of one and one-half percent (1.5%) per month (ANNUAL PERCENTAGE RATE -18%) from the delinquency date. The Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, and there shall be added to the amount of such assessment, the interest thereon as above provided, plus a reasonable attorney's fee and the costs of the action.

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

#### ARTICLE VII - ENFORCEMENT

If Owner/Developer, their successors and assigns, or any person owning any real property subject to the within covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning any parcel to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of such covenants and either to prevent him or them from doing so or to recover damages and other dues for such violation, and, in addition, to recover a reasonable attorney's fee and the costs of the action. Invalidation of any one or more of these covenants by a judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

#### ARTICLE VIII - DURATION OF COVENANTS

These covenants shall run with the land and be fully binding on all persons claiming under them until January 1, 2036, at which time they shall be automatically renewed indefinitely for successive periods of ten years each, except that such covenants may be modified by an instrument executed in writing by the owners of 75% of the total number of lots, only within the 60 day period preceding such renewal date or dates. That is to say, any such modifying document must be executed, in recordable form, and recorded, during the last 60 days of the year before any such renewal date by the requisite number of owners.



IN WITNESS WHEREOF, Niemitalo, Inc. as Owner of all lots in said Shana Lynn Subdivision, have caused this Declaration of Covenants and Restrictions to be executed this date and year first above written.

WITNESSES

*Maylin Daxby*  
*[Signature]*

NIEMITALO, INC.

*[Signature]*  
By: BRUCE NIEMITALO  
Its: VP.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

PROBATE

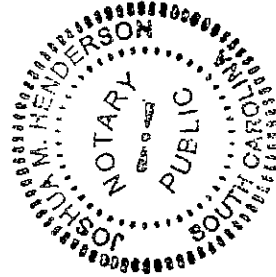
PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within parties sign, seal and as their act and deed deliver the written Declaration of Covenants and Restrictions; and that the undersigned witness, with the other witness subscribed above, witnessed the execution thereof.

The subscribing witness is not a party to or beneficiary of the transaction

*Mylee Darchy*  
\_\_\_\_\_

SWORN to before me this  
5 day of September, 2017.

*J*  
\_\_\_\_\_  
Notary Public of South Carolina  
My Commission Expires: 12/10/25



SHANA LYNN HOMEOWNERS ASSOCIATION  
434 MARION AVE  
SPARTANBURG, SC 29306  
864-585-0835

HOMEOWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

TYPE OF REQUEST:

\_\_\_\_\_ Fence      Building \_\_\_\_\_      Other \_\_\_\_\_

DESCRIPTION OF REQUEST:

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

CONTRACTOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

**\*Remit picture or detailed drawing with this request. If this is a fence request & you plan to stain it, remit your stain color as well.\***

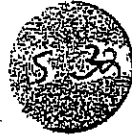
APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

DENIED: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTES REGARDING APPROVAL/DENIAL:

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

**FENCE REQUESTS:** After fencing materials are approved, Homeowners must place four flags at the proposed fence corners and the Board must approve the site location BEFORE any installation begins.



STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR SHORES BROOK

THIS DECLARATION, made this 16th day of January, A.D., 1979, by SHORES BROOK DEVELOPERS, hereinafter called "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with common facilities, to provide for the preservation of the values and amenities in said community and for the maintenance of common facilities, and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer deems it desirable to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and is incorporating under the laws of the State of South Carolina, as a nonprofit corporation, SHORES BROOK ASSOCIATION, INC., for the purpose of exercising the functions aforesaid,

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in that Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Shoresbrook Association, Inc.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, and shall initially include street lights, street signs, entrance signs, landscaping and water meter at entrance. Additions may be made to the Common Properties at anytime.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Condominium" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual Lot.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Spartanburg County, South Carolina, and is more particularly described as follows:

SHORESBROOK  
SECTION 1

All that certain tract or parcel of land located on the north side of U.S. Highway 29 about one (1) mile west of Westgate Mall in School District No. 6, Spartanburg County, South Carolina, containing 43.97 acres, more or less, and being more particularly shown and described on a plat of a subdivision entitled "Shoresbrook, Section 1" by Blackwood Associates, Inc., dated October 18, 1978, and recorded in Plat Book 82, Page 696, R.M.C. Office for Spartanburg County, South Carolina, less and excluding two (2) lots or parcels of land fronting on the north side of U.S. Highway 29 shown and designated on said plat as Lot A (containing 1.08 acres, and belonging to Shores), and Waste Treatment Plant (containing 1.95 acres to be conveyed to Spartanburg Sanitary Sewer District). This is part of the property conveyed to Shoresbrook Developers (formerly known as Shoreswood Developers - see Deed Book 45-Z, Page 806, said R.M.C. Office) by deed of Grier & Company, Inc., dated March 30, 1978, and recorded on the same date in Deed Book 45-L, Page 252, said R.M.C. Office.

all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer, its heirs, successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with a General Plan of Development prepared prior to the sale of any Lot.

Such General Plan of Development shall show the proposed additions to the Existing Property and contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; (3) the general nature of proposed common facilities and improvements; and, (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses. Unless otherwise stated therein, such General Plan shall not bind the Developer, its heirs, successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of the land shown thereon.

The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

-4-

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

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

**Class B.** Class B members shall be the Developer. The Class B member shall be entitled to twenty votes for each Lot in which it holds the interest required for membership by Section 1 and for every Living Unit in any Condominium Structure owned by it until such Unit is first sold or leased, provided: (a) If additions to Existing Property are added as provided in Article II, the Developer shall be entitled to include twenty votes for each Lot and Living Unit in such addition as well as the Existing Property in establishing the number of votes Developer may cast, and (b) Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) when the Developer has sold or leased ninety (90%) per cent of all Lots and Living Units in the Existing Property and in each and every Addition to Existing Property;

(ii) on December 31, 1989, or

(iii) at any time prior to December 31, 1989, established by the Developer upon written notification to all Class A members.

(iv) until the happening of these events, the Developer shall be entitled to require separate balloting for owners of the Existing Property and for each separate additional property. Any action must be separately approved by the owners of the Existing Property and of each addition to which such action would apply.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed a Class A member entitled to one vote for each Lot or Living Unit in which it holds the interests required for membership under Section 1.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, not later than December 31, 1989.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Developer and of the Association, in accordance with its Article and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- (b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (c) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid; and for any period not to exceed six (6) months for any infraction of its published rules and regulations; and
- (d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- (e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.



ARTICLE V

## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot and Living Unit owned by him within The Properties hereby covenants and each Owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1980, the annual assessment shall be Ten and No/100 (\$10.00) Dollars per lot or Living Unit. From and after January 1, 1980, the annual assessment may be increased by vote of the Members, as herein provided.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum

and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of all classes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on January 1 of each year.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be prorated.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

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

Section 9. Effect of Non-Payment of Assessment: The personal obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon

and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate to be established by the Board of Directors, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempt from taxation by the laws of the State of South Carolina, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

#### ARTICLE VI

##### PARTY WALLS FOR CONDOMINIUM STRUCTURES

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. 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.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved, and judgment may be entered thereon in any court of competent jurisdiction.

ARTICLE VII

EXTERIOR MAINTENANCE FOR CONDOMINIUM STRUCTURES

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article V hereof, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot or Living Unit is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof; Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot or Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

ARTICLE VIII

RESTRICTIONS

Section 1. No lot shall be used except for private, residential purposes. No buildings shall be erected, altered, placed 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, a private garage and, if approved in advance in writing, as provided in paragraph 7 below, a small hobby type building.

Section 2. No building, including stoops, verandas, steps, porches and roofs shall be located nearer the front line or nearer the side street line of any lot than the building line shown on said plat nor nearer than ten (10) feet to any side-lot line.

Section 3. Shoresbrook Developers and any subsequent purchasers may sell and convey a portion of any lot to the owner of an adjoining lot provided that any such sale of a portion of a lot does not result in the creation of another lot or a greater number of lots than shown on said plat. In any such sale of a portion of a lot, the portions shall merge into and become a part of the adjoining lots and the restrictions herein set forth shall apply to the lot and portion of a lot as though they were originally platted as one lot.

Section 4. No trade, business, noxious or offensive activity shall be carried on upon any lot or adjoining street nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or which tends to injure or damage the value of any neighboring property. No owner shall permit any unsanitary, offensive or unsightly condition to exist on any lot or adjoining street. No tractor, trailer, stripped down, partially wrecked, junked or unlicensed vehicle or sizeable part thereof shall be parked on any street or on any lot so as to be visible from any street. No truck, trailer, boat, camper, motor home or school bus shall be parked overnight or longer on any street or within the front set-back line of any lot, and any such item, receptacles for trash or garbage, clothes lines or poles, lawn mowers or debris shall be screened or so placed as not to be visible from any street.

Section 5. No tent, shack, barn, or other outbuilding located or erected on any lot may, at any time, be used as a residence, either temporarily, or permanently, nor shall any structure of a temporary character be used as a residence. No trailer or mobile home shall be permitted on any lot, except that a trailer may be used by a builder during construction.

Section 6. No dwelling shall be erected on any lot having less than one and one-half (1 1/2) bathrooms or less than two thousand (2,000) square feet of heated floor space. The floor space required by this article shall not include basements, porches, verandas, breezeways, or garages. No asbestos siding shall be used and no concrete blocks shall be used unless the exterior walls are faced with brick or covered with some other material approved by Shoresbrook Developers.

Section 7. No building, structure or other improvement shall be erected on any lot until the design and location thereof have been approved in writing by Shoresbrook Developers. If Shoresbrook Developers shall not be in existence, or if the design and location have not been approved or disapproved, within thirty (30) days after submission, then such approval shall not be required, provided that the design and location of the building, structure or other improvement shall conform to and be in harmony with the existing structures in the development.

Section 8. No signboards shall be displayed on any lot except a single "For Sale" and a builder's sign, or a single "For Rent" sign. No sign shall be more than two by three (2x3) feet in size, provided, however, Shoresbrook Developers shall have the right to use additional signs for development of the property.

Section 9. No domestic fowls or livestock shall be kept upon any lot.

Section 10. All sewage shall be disposed of through the sanitary sewage system installed by Shoresbrook Developers.

Section 11. All lots shall be subject to all easements as shown on said plat, and, in addition, Shoresbrook Developers reserves to itself, its successors and assigns, an easement for utility installation and maintenance, including Telecable, on the rear ten (10) feet of each lot, and ten (10) feet on each side of each side-lot line.

Section 12. After a dwelling has been constructed, the owner of the lot shall be responsible for planting and maintaining the property to the edge of the pavement on each street on which the lot abuts.

Section 13. All utility service lines, including Telecable, from existing streets, poles or rights-of-way shall be installed underground to any dwelling or other structure located on any lot.

Section 14. No fencing shall be erected until the design, height, materials and location have been approved in writing by Shoresbrook Developers or such person as may be designated by Shoresbrook Developers. No fence exceeding three feet in height shall be erected within fifteen (15) feet of any front lot line. No lot owner or successor in title shall be entitled to assert the defense of estoppel as to any fence which does not meet the requirements of this paragraph. No fence shall be erected which interferes with, damages, or obstructs the installation, maintenance or repair of underground utility lines. The lot owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even though approval of the fence or other improvements has been properly obtained.

Section 15. An easement thirty (30) feet in width is reserved along and parallel to the western line of Lot No. 40 and Lot No. 41 adjoining the waste treatment plant for the purpose of planting and maintaining a screen of trees and shrubbery.

Section 16. In the event of a minor, unintentional violation of any of these restrictions which does not impair the general plan of development, Shoresbrook Developers reserves the right to change, amend or release any of the restrictions set forth in Article VIII as the same may apply to an individual lot, with the consent of the Owner of such lot.

Section 17. The provisions of paragraphs 1-17 herein shall not apply to Lot A, Lot B, or the Waste Treatment Plant lot as shown on said plat.

#### ARTICLE IV

##### GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term ending December 31, 2010, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds requirement, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to

recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have signed and sealed or caused this instrument to be signed and sealed by their duly authorized officers as of the year and date hereinabove mentioned.

In the presence of:

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

SHORESBROOK DEVELOPERS

BY: GRIER COMPANY, INC.

By: J. F. Grier  
J. F. Grier, President

Attest:

Judson C. Read  
Judson C. Read, Secretary

(CORPORATE SEAL)

GENERAL PARTNER

L. Rowe Moody  
L. Rowe Moody

Carol J. Dunn

LIMITED PARTNERS

BY-LAWS

OF

SHORESBROOK ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. NAME: The name of this corporation shall be Shoresbrook Association, Inc.

Section 2. PRINCIPAL OFFICE: Its principal office shall be located in or near the City of Spartanburg, County of Spartanburg, State of South Carolina.

Section 3. PURPOSE: The purpose of the corporation shall be to provide for the preservation of the values and amenities in Shoresbrook community; to provide for the maintenance of common facilities; to acquire and hold title to real and personal property; and to exercise for those powers allowed by §33-31-100 Code of Laws of South Carolina, 1976, as amended.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessments by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. VOTING RIGHTS. The Association shall have one class of voting membership:

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



For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

### ARTICLE III

#### MAINTENANCE ASSESSMENTS

Section 1. ANNUAL ASSESSMENTS. The Declaration of Covenants and Restrictions for Shoresbrook, recorded January 17, 1979, in Deed Book 46-E, Page 779 in the R.M.C. Office for Spartanburg County sets forth provisions for maintenance assessments.

Section 2. BASIS OF ANNUAL ASSESSMENTS. The annual assessment shall be Ten and No/100 (\$10.00) Dollars per Lot or Living Unit. The annual assessment may be increased by the vote of the members, as provided herein.

The Board of Directors of the Association may, after consideration of the current maintenance cost and future needs of the association, fix the actual assessment for any year at a lesser amount or greater amount.

Section 3. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.

(a) In addition to the annual assessment, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(b) The Developer, Shoresbrook Developers, has relinquished and terminated all rights to Class B voting rights and will be entitled to only one vote for each lot or Living Unit owned by it. The Developer, as such owner of a Lot or Lots, shall not be assessed for any capital improvement or for any major expenditure or building program. The Developer will remain liable for its pro rata assessment for the cost of maintaining and operating existing improvements, including the entrance lights and tennis courts. This by-law shall not be amended or changed without the written concurrence of Shoresbrook Developers, its successors or assigns.

## ARTICLE IV

### MEMBERSHIP MEETINGS

Section 1. ANNUAL MEETING. An annual meeting of the Association members shall be held within one hundred twenty (120) days after the end of the Association's fiscal year at the principal office of the Association or at such other place as the Association may designate in its notice of such meeting. At such meeting, the Association members shall elect Directors to serve until their successors shall be elected and qualified.

Section 2. SPECIAL MEETINGS. A special meeting of the members may be called at any time by the President, and in his absence by a Vice President or by any of the Directors. It shall be the duty of the Directors, President or Vice President to call such a meeting whenever ten (10%) per cent or more of the members of the Association request that such meeting be held.

Section 3. NOTICE OF MEETINGS. Notice of the time and place of all annual and special meetings shall be mailed by the Secretary to each member at least ten (10) days before the date thereof. Any notice required to be sent to any Member or Owner under the provisions of these By-Laws shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. QUORUM: A quorum for the transaction of business shall consist of the majority of Members, present in person or by proxy; but the Members present at any meeting, though less than a quorum, may adjourn the meeting to a future time. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 5. ACTION WITHOUT A MEETING. Any business which might be transacted at a regular or special meeting of the Members held after due notice may be transacted by unanimous consent of all the Members, whether or not a meeting is actually held.

## ARTICLE V

### DIRECTORS

Section 1. NUMBER AND TERM OF DIRECTORS: The business and property of the corporation shall be managed under the direction of a Board of Directors consisting of not less than two nor more than seven individuals, who shall be elected by the Members to serve for a term of one (1) year or until a successor for each Director shall have been elected and qualified. Directors shall be natural persons of the age of twenty-one (21) years, or over.

Section 2. REGULAR MEETINGS: A regular meeting of the Directors shall be held without other notice immediately after the adjournment of each meeting of the Members, whether such meeting be regular or special. Such meeting shall be held in the same place in which such Members' meeting was held.

Section 3. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held at a time and place to be designated in notice thereof when called by the President or in his absence by a Vice President or by any two (2) members of the Board. By unanimous consent of the Directors, special meetings of the Board may be held without notice at any time and place.

Section 4. NOTICE OF MEETINGS: Notice of all regular and special meetings, except those specified in Section 2 and 3 of this Article, shall be mailed to each Director by the Secretary at least five (5) days previous to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof. Any meeting of which all Directors shall at any time waive, or have waived notice in writing, shall be a legal meeting for the transaction of business, notwithstanding that notice has not been given as hereinabove provided.

Section 5. ACTION OF DIRECTORS WITHOUT A MEETING. Any action required by law to be taken at a meeting of the Board of Directors of the Corporation, or any action which may be taken at a meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the Directors, or all the members of the committee, as the case may be, and be filed with the minutes of the proceedings of the Board or the committee. Such consent shall have the same force and effect as a unanimous vote of the Board or the committee, as the case may be.

Section 6. TELEPHONIC MEETINGS PERMITTED. Unless otherwise restricted by the certificate of incorporation or these by-laws, members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or of such committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 7. QUORUM: A quorum for the transaction of business at any regular or special meeting of the Directors shall consist of a majority of the members of the Board, but a majority of those present at any regular or special meeting shall have the power to adjourn the meeting to a future time and place.

Section 8. ELECTION OF OFFICERS: The Directors shall elect the officers of the corporation.

Section 9. REMOVAL OF DIRECTORS: The entire Board of Directors or any individual Director, may be removed, with or without cause, by a vote of the holders of a majority of the Members then entitled to vote at an election of Directors. At any special or regular meeting of the Board of Directors written notice of removal shall be delivered personally or by certified mail directed to the last known address of any such Director so removed.

Section 10. VACANCY ON BOARD OF DIRECTORS: Whenever any vacancy shall occur in the Board of Directors, by reason of death, resignation, or increase in the number of directors or otherwise, it may be filled by a majority of the remaining directors, though less than a quorum, for the balance of the term except that, in case of an increase in the number of directors, such vacancy may be filled only until the next annual meeting of Members, at which time the vacancy shall be filled by vote of the Members.

Section 11. FISCAL YEAR: The Board of Directors shall set the date of the fiscal year of the corporation and are authorized to change these dates at any regular or special meeting of the Directors. Unless otherwise specified, the fiscal year of the corporation shall be from January 1 to December 31 of each year.

Section 12. COMPENSATION: Directors shall not receive any salary for their services.

## ARTICLE VI

### OFFICERS

Section 1. NUMBER: The officers of the corporation shall be a President, a Vice President and a Secretary-Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. One person may hold one or more offices and it shall not be necessary that all offices of the corporation be filled.

Section 2. ELECTION AND TERM OF OFFICE: The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. REMOVAL: Any officer may be removed at anytime by a majority vote of the full Board of Directors whenever in its

judgment the best interests of the corporation would be served thereby; but otherwise the officers of the corporation shall serve for a period of one year or until their respective successors shall be duly elected and qualified.

Section 4. 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 5. THE PRESIDENT: The President shall preside at all meetings of the Board of Directors and shall perform such other duties as the Board may prescribe. In the absence of the President at any meeting of the Board, the Board shall select from among those Directors present one who shall act as chairman for that meeting.

The President shall also preside at all meetings of the Members, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the corporation and of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

Section 6. VICE PRESIDENT: The Vice President shall, in the absence of or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. THE SECRETARY: The Secretary shall attend all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

Section 8. THE TREASURER: The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse such funds of the corporation as 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 it, an account of all his transactions as Treasurer and of the financial condition of the corporation. In case of death, resignation, retirement or removal from office, all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation, shall be returned to the possession of the Corporation.

Section 9. OTHER DUTIES AND AUTHORITIES: In addition to the duties enumerated herein, the officers (and the employees and agents of the corporation) shall have such duties and authorities as may be conferred on them by the Board of Directors or the President of the Corporation.

## ARTICLE VII

### CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. CONTRACTS: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. LOANS: No loan shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a majority of the Members of the Association. Such authority may be general or confined to specific instances.

Section 3. CHECKS, DRAFTS, ETC.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. DEPOSITORIES. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5. SALE OF REAL OR PERSONAL PROPERTY. No sale of real or personal property shall be contracted on behalf of the corporation unless authorized by a majority vote of the Members of the Association.

ARTICLE VIII

AMENDMENTS

Section 1. AMENDMENTS BY MEMBERS: These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a vote of the majority of Members of the Association present at any annual or special Member's meeting when the proposed amendment has been set out in the notice of such meeting.

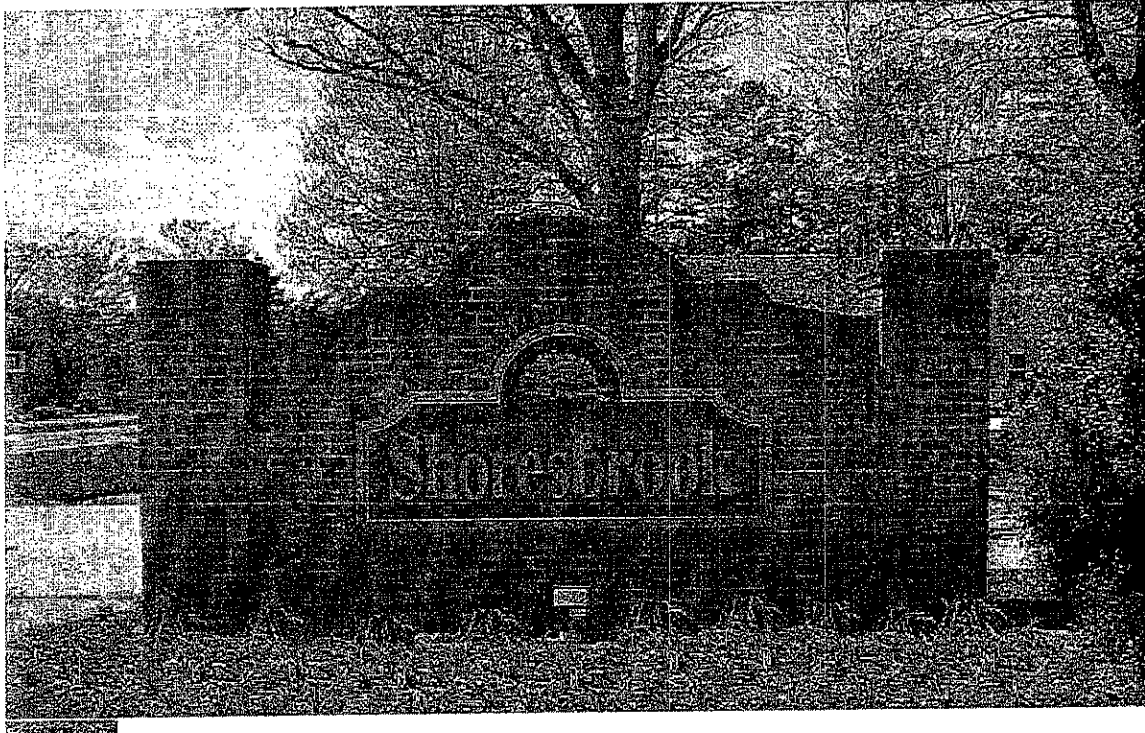
Section 2. RESTRICTIONS ON AMENDMENTS BY DIRECTORS. The Directors shall not adopt a By-Law which shall require for action by the Members any quorum or vote which is greater than a simple majority of all the shares issued and outstanding.

Approved and ratified as the By-Laws of the corporation by the Board of Directors on September 15, 1986.

Welcome News Info ARC **By-laws** Neighborhood Watch  
Covenants & Restrictions Area Info Events Garage Sales  
Landscaping Tips Recommended Businesses

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## By-laws of Shoresbrook Association, Inc.



### ARTICLE I

#### NAME AND LOCATION

Section 1. NAME: The name of this corporation shall be Shoresbrook Association, Inc.

Section 2. PRINCIPAL OFFICE: Its principal office shall be located in or near the City of Spartanburg, County of Spartanburg, State of South Carolina.



**Section 3. PURPOSE:** The purpose of the corporation shall be to provide for the preservation of the values and amenities in Shoresbrook community; to provide for the maintenance of common facilities; to acquire and hold title to real and personal property; and to exercise for those powers allowed by ~33-31-100 Code of Laws of South Carolina, 1976, as amended.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. MEMBERSHIP:** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessments by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

**Section 2. VOTING RIGHTS:** The Association shall have one class of voting membership: The members shall be all those owners as defined in Section 1. Members shall be entitled to one

vote for each Lot or Living Unit in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lot of Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit. For purposes of determining the votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

### ARTICLE III

#### MAINTENANCE ASSESSMENTS

Section 1. ANNUAL ASSESSMENTS: The Declaration of Covenants and Restrictions for Shoresbrook, recorded January 17, 1979, in Deed Book 46-E, Page 779 in the R.M.C. Office for Spartanburg County sets forth provisions for maintenance assessments.

Section 2. BASIS OF ANNUAL ASSESSMENTS: The annual assessment shall be Ten and No/100 (\$10.00) Dollars per Lot or Living Unit. The annual assessment may be increased by the

vote of the members, as provided herein. The Board of Directors of the Association may, after consideration of the current maintenance cost and future needs of the association, fix the actual assessment for any year at a lesser amount or greater amount.

**Section 3. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS:**

- (a) In addition to the annual assessment, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- (b) The Developer, Shoresbrook Developers, has relinquished and terminated all rights to Class B voting rights and will be entitled to only one vote for each lot or Living Unit owned by it. The Developer, as such owner of a Lot or Lots, shall not be assessed for any capital improvement

or for any major expenditure or building program. The Developer will remain liable for its pro rata assessment for the cost of maintaining and operating existing improvements, including the entrance lights and tennis courts. This by-law shall not be amended or changed without the written concurrence of Shoresbrook Developers, its successors or assigns.

#### ARTICLE IV

##### MEMBERSHIP MEETINGS

Section 1. ANNUAL MEETING: An annual meeting of the Association members shall be held within one hundred twenty (120) days after the end of the Association's fiscal year at the principal office of the Association or at such other place as the Association may designate in its notice of such meeting. At such meeting, the Association members shall elect Directors to serve until their successors shall be elected and qualified.

Section 2. SPECIAL MEETINGS: A special meeting of the

members may be called at any time by the President, and in his absence by a Vice President or by any of the Directors. It shall be the duty of the Directors, President or Vice President to call such a meeting whenever ten (10%) per cent or more of the members of the Association request that such meeting be held.

Section 3. NOTICE OF MEETINGS: Notice of the time and place of all annual and special meetings shall be mailed by the Secretary to each member at least ten (10) days before the date thereof. Any notice required to be sent to any Member or Owner under the provisions of these By-Laws shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. QUORUM: A quorum for the transaction of business shall consist of the majority of Members, present in person or by proxy; but the Members present at any meeting, though less than a quorum, may adjourn the meeting to a future time. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

**Section 5. ACTION WITHOUT A MEETING:** Any business which might be transacted at a regular or special meeting of the Members held after due notice may be transacted by unanimous consent of all the Members, whether or not a meeting is actually held.

## ARTICLE V

### DIRECTORS

**Section 1. NUMBER AND TERM OF DIRECTORS:** The business and property of the corporation shall be managed under the direction of a Board of Directors consisting of not less than two nor more than seven individuals, who shall be elected by the Members to serve for a term of one (1) year or until a successor for each Director shall have been elected and qualified. Directors shall be natural persons of the age of twenty-one (21) years, or over.

**Section 2. REGULAR MEETINGS:** A regular meeting of the Directors shall be held without other notice immediately after the adjournment of each meeting of the Members, whether such meeting

be regular or special. Such meeting shall be held in the same place in which such Members' meeting was held.

**Section 3. SPECIAL MEETINGS:** Special meetings of the Board of Directors shall be held at a time and place to be designated in notice thereof when called by the President or in his absence by a Vice President or by any two (2) members of the Board. By unanimous consent of the Directors, special meetings of the Board may be held without notice at any time and place.

**Section 4. NOTICE OF MEETINGS:** Notice of all regular and special meetings, except those specified in Section 2 and 3 of this Article, shall be mailed to each Director by the Secretary at least five (5) days previous to the time fixed for the meeting. All notices of special meetings shall state the purpose thereof. Any meeting of which all Directors shall at any time waive, or have waived notice in writing, shall be a legal meeting for the transaction of business, notwithstanding that notice has not been given as herein above provided.

**Section 5. ACTION OF DIRECTORS WITHOUT A MEETING:** Any action required by law to be

taken at a meeting of the Board of Directors of the Corporation, or any action which may be taken at a meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the Directors, or all the members of the committee, as the case may be, and be filed with the minutes of the proceedings of the Board or the committee. Such consent shall have the same force and effect as a unanimous vote of the Board or the committee, as the case may be.

Section 6. TELEPHONIC MEETINGS PERMITTED: Unless otherwise restricted by the certificate of incorporation or these by-laws, members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or of such committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 7. QUORUM: A quorum for the transaction of business at any regular or special meeting of the Directors shall consist of a majority of the members of the Board, but a majority of those present at any regular or special meeting shall have the power to adjourn the meeting to a future



time and place.

Section 8. ELECTION OF OFFICERS: The Directors shall elect the officers of the corporation.

Section 9. REMOVAL OF DIRECTORS: The entire Board of Directors or any individual Director, may be removed, with or without cause, by a vote of the holders of a majority of the Members then entitled to vote at an election of Directors. At any special or regular meeting of the Board of Directors written notice of removal shall be delivered personally or by certified mail directed to the last known address of any such Director so removed.

Section 10. VACANCY ON BOARD OF DIRECTORS: Whenever any vacancy shall occur in the Board of Directors, by reason of death, resignation, or increase in the number of directors or otherwise, it may be filled by a majority of the remaining directors, though less than a quorum, for the balance of the term except that, in case of an increase in the number of directors, such vacancy may be filled only until the next annual meeting of Members, at which time the vacancy shall be filled by vote of the Members.

Section 11. FISCAL YEAR: The Board of Directors shall set the date of the fiscal year of the corporation and are authorized to change these dates at any regular-or special meeting of the Directors. Unless otherwise specified, the fiscal year of the corporation shall be from January 1 to December 31 of each year.

Section 12. COMPENSATION: Directors shall not receive any salary for their services.

## ARTICLE VI

### OFFICERS

Section 1. NUMBER: The officers of the corporation shall be a President, a Vice President and a Secretary-Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the

Board of Directors. One person may hold one or more offices and it shall not be necessary that all offices of the corporation be filled.

Section 2. ELECTION AND TERM OF OFFICE: The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. REMOVAL: Any officer may be removed at anytime by a majority vote of the full Board of Directors whenever in its judgement the best interests of the corporation would be served thereby; but otherwise the officers of the corporation shall serve for a period of one year or until their respective successors shall be duly elected and qualified.

Section 4. 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 5. THE PRESIDENT: The President shall preside at all meetings of the Board of Directors and shall perform such other duties as the Board may prescribe. In the absence of the President at any meeting of the Board, the Board shall select from among those Directors present one who shall act as chairman for that meeting. The President shall also preside at all meetings of the Members, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the corporation and of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

Section 6. VICE PRESIDENT: The Vice President shall, in the absence of or disability of the

President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. THE SECRETARY: The Secretary shall attend all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary.

Section 8. THE TREASURER: The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of

Directors. He shall disburse such funds of the corporation as 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 it, an account of all his transactions as Treasurer and of the financial condition of the corporation. In case of death, resignation, retirement or removal from office, all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation, shall be returned to the possession of the Corporation.

Section 9. OTHER DUTIES AND AUTHORITIES: In addition to the duties enumerated herein, the officers (and the employees and agents of the corporation) shall have such duties and authorities as may be conferred on them by the Board of Directors or the President of the Corporation.

## ARTICLE VII

### CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. CONTRACTS: The Board of Directors may authorize any officer or officers, agent or

agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. LOANS: No loan shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a majority of the Members of the Association. Such authority may be general or confined to specific instances.

Section 3. CHECKS, DRAFTS, ETC.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. DEPOSITORIES. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5. SALE OF REAL OR PERSONAL PROPERTY: No sale of real or personal property shall be contracted on behalf of the corporation unless authorized by a majority vote of the Members of the Association.

ARTICLE VIII  
AMENDMENTS

Section 1. AMENDMENTS BY MEMBERS: These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a vote of the majority of Members of the Association present at any annual or special Member's meeting when the proposed amendment has been set out in the notice of such meeting.

Section 2. RESTRICTIONS ON AMENDMENTS BY DIRECTORS: The Directors shall not adopt a By-Law which shall require for action by the Members any quorum or vote which is greater than a simple majority of all the shares issued and outstanding.



*Approved and ratified as the By-Laws of the corporation by the  
Board of Directors on September 15, 1986.*



# Architectural Approval Form

Please allow fourteen (14) days for the approval process.

Mail completed form to

Shoresbrook Association, Inc.,  
434 MARION AVE (SPARTANBURG, SC 29306  
vincent@rentalsbyrmi.com

Please be as detailed as possible. Homeowner is responsible for obtaining any necessary building permits. The lot owner shall be fully liable for any and all damage to utility lines resulting from erection of a fence or other improvements, even though approval of a fence or other improvements has been properly obtained (Article VIII, Section 14, Shoresbrook Covenants & Restrictions).

You may apply for more than one change per form (i.e., a fence and a deck).

Name:

Address:

Phone:

Email:

Date :

Please describe the change/addition/renovation in detail, including proposed structure, materials to be used and/or size(height) and square footage.

Will this change/renovation/addition be seen from the road? \_\_\_\_\_

List any required building permits. \_\_\_\_\_

What is the proposed start date? \_\_\_\_\_

How long (estimate) will it take? \_\_\_\_\_

Who will be performing the work? \_\_\_\_\_

Please read and sign statement below:

*"I have read the Shoresbrook Covenants & Restrictions and attest that my building submission does not violate any of the restrictions set forth in the Shoresbrook Covenants & Restrictions."*

Home owner's signature: \_\_\_\_\_

Date approved: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Arc Committee initials: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If the design and location have not been approved or disapproved within thirty (30) days after submission, then such approval shall not be required, provided that the design and location of the building, structure or other improvement *shall conform to and be in harmony with* the existing structures in development. Please see Article VIII, Section 7 of the Shoresbrook Covenants & Restrictions.

If you have not received confirmation of your request within 14 days, please email us at [shoresbrook@yahoo.com](mailto:shoresbrook@yahoo.com).